# **PRIVATE SECURITY BUSINESS LICENCE**

This is to certify that pursuant to the Private Security Act 2004

## UNIFIED SECURITY GROUP (AUSTRALIA) PTY LTD

The holder of a Private Security Business Licence has the authority to provide the services of

> Security Guard Crowd Controller Bodyguard

Licence Number: 814-282-20S Expiry Date: 21<sup>st</sup> June 2014

Authorised By:

Superintendent Russell Barrett

Issued at Melbourne on 14th July 2011

#### **David Millward**

From: Sent: To: Subject: Katrina Currie (DEDJTR) < <sup>Personal Information</sup>@ecodev.vic.gov.au> Friday, 27 March 2020 11:33 PM David Millward Urgent

Hi David

I am seeking urgent advice from Unified 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. The work will involve providing security support for the transfer and maintenance of travellers at a hotel site in central Melbourne.

Please contact me URGENTLY on Personal Information 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 resonalingmention

djpr.vic.gov.au jobs.vic.gov.au

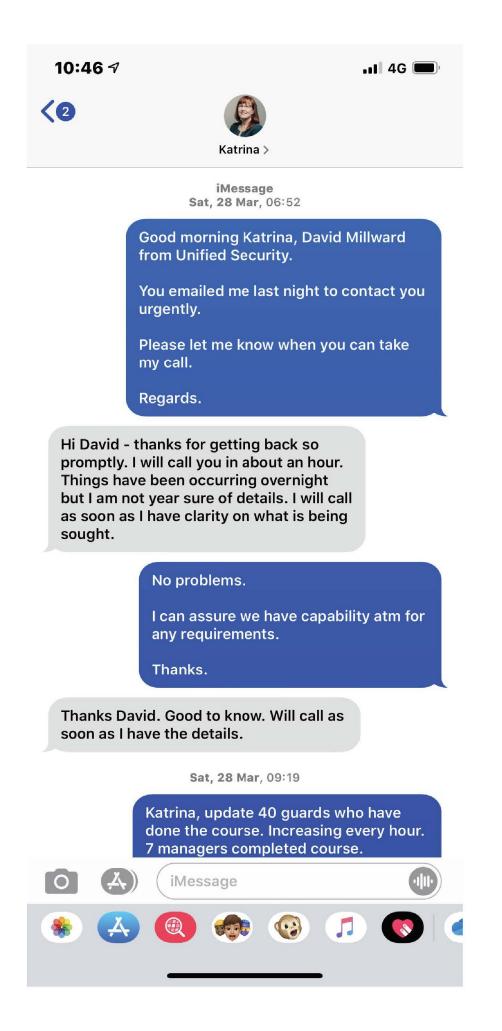


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Government of Victoria, Victoria, Australia.

This email, and any attachments, may contain privileged and confidential information. If you are not the intended recipient, you may not distribute or reproduce this e-mail or the attachments. If you have received this message in error, please notify us by return email.



### **RE: Security Services CIVOD-19**

From:	(DEDJTR) <	ecodev.vic.gov.au>
То:	Nigel Coppick <nigel@unifiedsecu< th=""><th>irity.com.au&gt;</th></nigel@unifiedsecu<>	irity.com.au>
Date:	Fri, 03 Apr 2020 10:11:32 +1100	

Hi Nigel – I understand that this is a little late, but our on the ground crew have provided the following list of responsibilities for your staff at designated hotels. Reports that I have received on the work of your team have been great, and I understand that you are already meeting these requirements. However, please reach out to me should you have any issues:

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

On site, security are responsible for:

Before check in:

• \* In position on floors where guests are staying.

During check in:

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

#### Once checked in:

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

Escalation of issues:

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

#### In any emergency - dial 000.



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Department of Jobs, Precincts and Regions

# Agreement for Professional Services

Security Services

THE STATE OF VICTORIA as represented by its DEPARTMENT OF JOBS, PRECINCTS AND REGIONS

AND

UNIFIED SECURITY GROUP (AUSTRALIA) PTY LTD



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#### EXECUTION AND DATE

Executed as an agreement.

Date: 09 / 04 / 2020

Executed by Simon Phemister, Secretary, Department of Jobs, Precincts and Regions for and on behalf of the State of Victoria

in the presence of:

Signed

Charles Rankin

Name of Witness

Signature of Witness

Executed by Unified Security Group (Australia) Pty Ltd in accordance with section 127 of the *Corporations Act* 2001 in the presence of

ESTAMIS 72 JEMSITZ

Print Name of Director/Company Secretary

Print Name of Director

Signature of Director/Company Secretary

Signature of Director

SCHEDULE '	- AGREEMENT	DETAILS
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Service Provider Details	Name: Unified Security Group (Australia) Pty Ltd ABN: 81 138 976 397			
Service Provider's Representative: (Clause 11.3)	Name: David Millward, Corporate Head Office Phone: 0416 277 589			
Service Provider's Address for Service: (Clause 28.1)	Postal address: 534 Parramatta Road, Ashfield NSW 2131 Fax: N/A Email: dm@unifiedsecurity.com.au			
Department's Representative: (Clause 11.1)	Name: Principal Policy Officer, Inclusion Phone: (03)			
Department's Address for Service: (Clause 28.1)	Postal address: 121 Exhibition Street, Melbourne Fax: N/A Email: Email: Email: Postal Back Street			
Commencement Date: (Clause 3.1)	29 March 2020			
Completion Date: (Clause 3.1)	Up to 30 June 2020			
Further terms (Clause 3.3)	One or more further terms not exceeding six (6) months in aggregate at the Department's absolute discretion.			
Required Insurances: (Clause 27)	<ol> <li>Professional indemnity insurance in an amount not less than</li> <li>Public liability insurance in an amount not less than</li> </ol>			

#### SCHEDULE 2 - SERVICES

- 1. The Service Provider must carry out the Services as described at Annexure A.
- 2. The template for the Service Provider's proposed Scope of Services and the required Reports is as set out below:

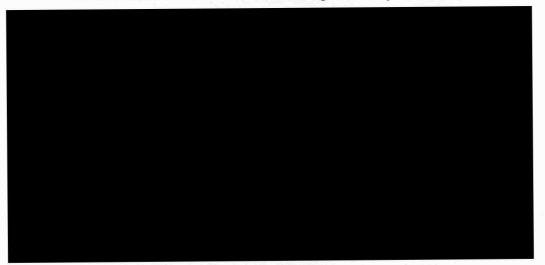
#### Service Provider Report and Scope

Hotel:	
Address:	
Start Date:	
Total Floors:	
Total Rooms:	
Notes:	

On duty (per 24-hour period)	Hours Scheduled/Delivered	Daily Cost (M-F)	Daily Cost (Sat)	Daily Cost (Sun)	Daily Cost (P/H)
Managers					
Supervisors					
Security Officers					
Other Staff					400.045
Other Costs (estimate)					
	Total Daily Cost			- C	

#### SCHEDULE 3 - PAYMENT TERMS

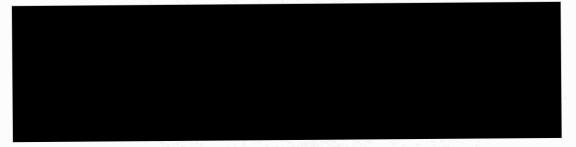
1. The Fees payable to the Service Provider in respect of the Services will be calculated on the basis set out below and as governed by clause 4 and 5:



#### Expenses

The Department will pay the Service Provider for the following consumables used by the Service Provider in the course of providing the Services, where the consumables and the quantity of the consumables have been pre- approved by the Department. The Department will pay for each consumable based on the following prices (inclusive of GST).

Consumables



Meals payment



 Subject to clauses 4 and 5 of the Agreement and the terms of this Schedule, the Department will pay the Service Provider within thirty (30) days of the submission of each Tax Invoice specifying in detail (to the satisfaction of the Department) the Services which have been performed and the Fees and Department of Jobs, Precincts and Regions

Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

expenses incurred in accordance with the Agreement. Each Tax Invoice must be provided by the Service Provider on a fortnightly basis and must be addressed to the Department and sent by email to mecodev.vic.gov.au.

#### ANNEXURE A - SERVICES BRIEF

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:

- 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 ("Services") at the Hotels notified by the Department (the Sites), which will include but not be limited to the following 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 Site.
- Receiving and checking parcels and logging details from courier services approved by the Department only. All deliveries from family and friends to be refused.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Maintain security: Only allowing persons authorised by the Department to enter each Site.

Escalation of issues:

- The Service Provider will escalate issues as outlined below or as directed by the Department:
  - 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 DJPR Site 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 Department 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**

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

- following all reasonable directions made by the Department;
- immediately notifying the Department 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;
- cooperate with any other contractors of any nature engaged by the Department; and
- providing reports to the Department as and when requested which will include all information reasonably requested by the Department and be in a form notified by the Department.

Department of Jobs, Precincts and Regions Applement for Professional Services

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#### PARTS OF THIS AGREEMENT

This Agreement is made up of the following parts:

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

#### PARTIES

This Agreement is made between and binds the following parties:

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

#### AND

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

#### BACKGROUND

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

#### **TERMS AND CONDITIONS**

#### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context requires otherwise:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Laws means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Victorian Public Entity means:

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

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

#### 1.2 Interpretation

In this Agreement, unless the context requires otherwise:

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

#### 1.3 Precedence of documents

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

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

#### 2. SERVICES

- 2.1 The Service Provider must provide the Services to the Department on a nonexclusive basis, in accordance with the terms of this Agreement and any reasonable directions given by the Department from time to time.
- 2.2 In performing its obligations under this Agreement, the Service Provider must:
  - (a) provide the Services in a timely and efficient manner exercising due care, skill and judgement and at all times act in accordance with professional principles and the standards of a competent professional provider of services similar to the Services;
  - (b) promptly notify the Department as soon as it becomes aware of any delay or possible delay in providing the Services in accordance with this Agreement;
  - (c) ensure that the Services are adequate and suitable for the purposes for which they are required; and
  - (d) use appropriately skilled and qualified Personnel to provide the Services.

#### 3. TERM

- 3.1 Subject to the provisions of this Agreement the Service Provider must:
  - (a) commence the Services by the Commencement Date and complete the Services by the Completion Date; and
  - (b) submit all reports and complete the particular tasks which constitute part of the Services on or before any dates specified in this Agreement for submission of reports or completion of tasks.
- 3.2 The Department may, in its absolute discretion, extend the dates for the submission of reports or the completion of tasks.
- 3.3 The Department may in its absolute discretion, by notice in writing to the Service Provider, extend the Completion Date.
- 3.4 Unless otherwise agreed in writing by the Department, an extension to the dates for submission of reports or the completion of tasks, or the Completion Date under this clause 3 will not entitle the Service Provider to claim an

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

#### 4. Scope and approval of Services

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

#### 5. PAYMENT

- 5.1 In consideration of the performance by the Service Provider of its obligations arising under this Agreement, and subject to:
  - (a) the Department being satisfied with the manner in which the Services are being provided; and
  - (b) the Services having been approved by the Department in accordance with clause 4;

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

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

PAGE 6

- 5.4 Payment of an invoice is not:
  - (a) evidence or an admission that the Services have been provided in accordance with the Agreement;
  - (b) evidence of the value of the Services;
  - (c) an admission that the Services invoiced were satisfactorily performed or the expenses reimbursed properly incurred;
  - (d) an admission of liability; or
  - (e) acceptance or approval of the Service Provider's performance,

but must be taken only as a payment on account.

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

<sup>5.11</sup> Sub-clauses 5.6, 5.7, 5.8, 5.9 and 5.10, apply only if: PAGE 7

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

#### 6. Equipment

- 6.1 The Service Provider must provide any and all equipment necessary for the performance and maintenance (where appropriate) of the Services and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19.
- 6.2 The Service Provider must ensure that:
  - such equipment is suitable for deployment in the delivery of the Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
  - (b) it holds, at all times, all necessary licences, certifications, permits or other authorities to possess and use such equipment; and
  - (c) all Service Provider Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that the Service Provider Personnel may use or operate such equipment lawfully.
  - (d) the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health standards including but not limited to in relation to COVID-19) at all times while performing of the Services.

#### 7. Service Provider Personnel training

- 7.1 The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Services, are likely to come into contact with people who have or may potentially have COVID-19.
- 7.2 The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Services they receive:
  - (a) adequate training in security, workplace health and safety, customer service and risk management as applicable for the provision of security services and, including but not limited to, in relation to COVID-19;
  - (b) meet all relevant safety induction requirements for the Sites; and
  - (c) in addition to the above, have undertaken the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Department,

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

- 7.3 Preferred Quality Systems Standards that should be taken into consideration under clause 7.2 are:
  - Quality Systems Standards AS/NZS ISO 9001:2008 (including AS/NZS ISO9001:2000);
  - (b) Australian Standard, AS4421 2011 'Guards and Patrols';
  - (c) Australian and New Zealand Standard, AS/NZS: 31000:2009 Risk Management; and
  - (d) Australian Standard 4801:2001 Occupational Health and Safety Management.

#### 8. Replacement of Service Provider Personnel

- 8.1 The Service Provider must remove any of its Personnel from the provision of Services at a given Site, or generally, if directed to do so in writing by the Department. The Department may make such direction if the relevant individual:
  - (a) has been involved in any illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides the Services;
  - (b) in the reasonable opinion of the Department:
    - a. is or has become incapable of efficiently performing his or her duties;
    - b. is not, or becomes a person who is not, suitable to be involved in the provision of the Services, either at the relevant Site or generally; or
    - c. is or becomes a person whom it would not be in the public interest for the Service Provider or the Department to engage or be associated with; or
    - d. has, or becomes likely to acquire, a criminal record.
- 8.2 Where the Department makes a direction for reasons specified in the above sub-clause, such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 8.3, the Service Provider must make such adjustments or amendments to its Personnel delivering the Services to reflect the Department's direction.
- 8.3 If an individual is the subject of a direction made by the Department under clause 8.1, the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Department's written consent to do so.

#### 9. Business continuity plan

- 9.1 The Service Provider must have a business continuity plan in place that includes:
  - 9.1.1 contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Services, including in accordance with clause 8; and
  - 9.1.2 consideration of occupational health and safety for all Service Provider Personnel, or agents, contractors, or subcontractors of the Service Provider if there is exposure or infection of COVID-19.

#### 10. Drug and alcohol testing

- 10.1 The Department may require that Service Provider Personnel agree to submit to drug and/or alcohol testing.
- 10.2 The Service Provider will ensure that all Service Provider Personnel have consented to such testing. To the extent that Service Provider Personnel have not consented to testing, the Service Provider must not allow those Service Provider Personnel to be involved in performing Services.

#### 11. REPRESENTATIVES

- 11.1 The Department appoints the Department's Representative, as the person with whom the Service Provider or the Service Provider's Representative is to consult at all times and whose instructions, requests and decisions are, subject to clause 11.2, binding upon the State as to all matters pertaining to this Agreement.
- 11.2 The powers and functions of the Department under clauses 13.3, 14.3(b), 23.1, 24.2, 29.4, 29.5 and 29.6 must be carried out by the relevant Minister, the signatory to this Agreement for the Department or person acting in the equivalent position to the signatory or any person senior in line management.
- 11.3 The Service Provider appoints the Service Provider's Representative as the person with whom the Department or the Department's Representative is to consult at all times and whose decisions are binding upon the Service Provider as to all matters pertaining to this Agreement.

#### 12. REVIEW AND CONSULTATION

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

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

#### 13. PERSONAL SERVICES

- 13.1 If the Department and the Service Provider have agreed in writing (as set out in this Agreement or otherwise) that some or all of the Services are to be performed by a specified person or persons, then:
  - (a) the Service Provider must ensure that the Services or that part of the Services is performed by the person or persons specified; and
  - (b) the Service Provider may only remove or replace such persons with the consent of the Department which will not be unreasonably withheld.
- 13.2 The Department reserves the right to require the removal or replacement at any time on fourteen (14) days' notice without giving any reason, of any person working for or provided by the Service Provider who, in the reasonable opinion of the Department, does not perform in a satisfactory manner or is otherwise considered unacceptable. Such removal or replacement in accordance with this clause or any withholding of approval by the Department of the Service Provider's proposed replacement personnel must not limit the Service Provider's obligations under this Agreement.
- 13.3 If the Service Provider, pursuant to exercising its right under clause 13.1(b), is unable to provide replacement personnel reasonably acceptable to the Department within sufficient time to enable the Service Provider to complete the Services as provided for by this Agreement, then the Department may terminate the Agreement upon seven (7) days written notice whereupon clauses 24.3 and 24.4 will apply.

#### 14. CONFLICT OF INTEREST

- 14.1 The Service Provider warrants that to the best of its knowledge and belief having made all diligent inquiries, no conflict of interest exists in relation to this Agreement or is likely to arise during the Term.
- 14.2 The Service Provider must promptly inform the Department of any matter connected with this Agreement that may give rise to an actual or potential conflict of interest at any time during the Term.
- 14.3 Should the Service Provider inform the Department of an actual or potential conflict of interest or the Department otherwise becomes aware of an actual or potential conflict of interest, the Department may:
  - (a) by written notice to the Service Provider, seek the prompt removal of that conflict with the failure to do so constituting a breach of this Agreement; and/or
  - (b) immediately terminate this Agreement by notice in writing, whereupon the provisions of clauses 24.3 and 24.4, will apply.
- 14.4 Information provided by the Service Provider under clause 14.2 will be treated as commercial-in-confidence by the Department.

#### 15. CONFIDENTIALITY

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

functions of the Department or State Government agency or Minister;

- (ii) details regarding the personal affairs of any person;
- (iii) details regarding the commercial operations of the Department, State or other entity;
- (iv) information relating to litigation, a dispute or potential litigation or dispute;
- (v) information conveyed in confidence or which by its nature would reasonably be regarded as confidential; or
- (vi) any information that would be exempt from release (if in the possession of the Department) within the meaning of the *Freedom* of *Information Act* 1982 (Vic).
- 15.6 The Service Provider may, for its own internal purposes, retain its internal working documents prepared in connection with the Services and a copy of the reports, advice and other deliverables provided to the Department in accordance with this Agreement, subject to maintaining the confidentiality obligations set out in this clause 15.
- 15.7 The Service Provider consents to the Department publishing or otherwise making available information in relation to the Service Provider (and the provision of Services):
  - 15.7.1 as may be required to comply with the Contract Publishing System;
  - 15.7.2 to other Victorian Public Entities or Ministers of the State regarding the use of the Services;
  - 15.7.3 to any public sector agency (or the State, any other state or territory or the Commonwealth) for the purposes of benchmarking, provided that it will not identify the Service Provider;
  - 15.7.4 to the office of the Auditor General appointed under section 94A of the *Constitution Act 1975* (Vic) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic);
  - 15.7.5 to comply with the Law, including the *Freedom of Information Act* 1982 (Vic); or

15.7.6 to IBAC.

#### 16. INTELLECTUAL PROPERTY AND MORAL RIGHTS

- 16.1 The Service Provider warrants to the Department that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services. The Service Provider further warrants that it has the authority to sub-licence the Contract Intellectual Property, including any third party Intellectual Property Rights which may be used in connection with the provision of the Services.
- 16.2 Subject to clause 16.5, the ownership of any Contract Intellectual Property shall vest in the Service Provider upon the time of its creation. The Service

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

- 16.3 Subject to clause 16.4, the Service Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property to the extent that such Pre-Existing Intellectual Property forms part of or is integral to, any works or other item created by the Service Provider for the Department in connection with the provision of the Services under this Agreement or the creation of any Contract Intellectual Property.
- 16.4 The licence granted to the Department in clause 16.3 is limited to use of the relevant Pre-Existing Intellectual Property by the Department for the purposes of the State.
- 16.5 The ownership of Data, including any Intellectual Property Rights in the Data, shall vest in the Department upon the time of its creation. The Service Provider must only use the Data to the extent necessary to perform its obligations under this Agreement.
- 16.6 The Service Provider warrants that it will use its best endeavours to procure a written consent from all necessary authors to the Department exercising its rights in the Data, Pre-Existing Intellectual Property or Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those authors.

#### 17. NEGATION OF EMPLOYMENT

- 17.1 The Service Provider is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Service Provider as an agent or employee of the Department, and the Service Provider will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.
- 17.2 The Service Provider is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Service Provider.

#### 18. INDEMNITY AND RELEASE

- 18.1 The Service Provider releases and indemnifies, and will at all times keep the Department and each of its Personnel indemnified, against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Department arising out of, or in any way connected with:
  - (a) personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19);
  - (b) any threatening behaviour experienced by the Service Provider's Personnel while carrying out the Services;

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

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

- (f) wilful misconduct;
- (g) a negligent or unlawful act or omission;
- (h) fraud;
- (i) a breach of Data security or physical security;
- (j) a breach of this Agreement;
- (k) a breach of an obligation of confidence or privacy (whether arising under this Agreement or otherwise); or
- (I) an infringement or alleged infringement of the Intellectual Property Rights or other rights of a third party.
- 18.2 The Service Provider's liability to indemnify the Department under clause 18.1 is reduced to the extent that any wilful, unlawful or negligent act or omission of the Department or its Personnel contributed to the liability, loss, damage, cost or expense.

#### 19. RECORDS

- 19.1 The Service Provider must, for a period of seven (7) years after the Services have been completed:
  - (a) institute and maintain proper books of account and operating records necessary to afford a correct record and explanation of all claims for payment made by the Service Provider under this Agreement and all expenditure by the Service Provider of moneys received by it from the Department under this Agreement; and
  - (b) permit the Department's Representative or any person authorised by the Department access at all reasonable times to:
    - all relevant operating records necessary to establish that all claims for payment made by the Service Provider and all moneys paid to the Service Provider under the terms of this Agreement are or have been properly accounted for; and
    - (ii) any documents produced in connection with the Services.
- 19.2 The Service Provider must cooperate with any person referred to in clause 19.1(b) to ensure an effective review and/or inspection can be conducted and must provide any information in the possession or control of the Service Provider reasonably sought by such person concerning the performance of the Services.

#### 20. COMPLIANCE WITH LAWS AND POLICIES

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

#### 21. PRIVACY AND DATA PROTECTION

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

#### 22. SUPPLIER CODE OF CONDUCT

22.1 The Service Provider acknowledges that: PAGE 16

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

#### 23. TERMINATION FOR CONVENIENCE

- 23.1 The Department may at any time, upon giving seven (7) days' notice in writing to the Service Provider, terminate the Agreement or reduce the scope of Services to be provided under this Agreement.
- 23.2 If the Department has served a notice under clause 23.1:
  - (a) the Service Provider must cease work according to the notice and must immediately do everything possible to mitigate any losses; and
  - (b) the Department will only be liable to pay the Service Provider for:
    - (i) the Services carried out prior to the date of termination; and
    - (ii) an amount equal to the unavoidable and substantiated costs incurred by the Service Provider as a direct result of the termination and which the Department assesses as fair and reasonable to cover the reasonable actual costs incurred or committed by the Service Provider (as a binding legal contractual commitment) prior to the date of the notice to terminate,

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

- 23.3 The total of all moneys payable by the Department to the Service Provider (pursuant to clause 23.2 or otherwise in connection with this Agreement or the Services) must not exceed the full Fees that would have applied to the Services as provided in Schedule 3 (Payment Terms).
- 23.4 If the Department has served a notice pursuant to clause 23.1, the Service Provider must, on demand by the Department, repay to the Department such monies advanced or paid to the Service Provider in respect of which at the date of such notice, the Service Provider has not yet performed the Services.
- 23.5 On termination of this Agreement the Service Provider must within seven (7) days after receipt of a request by the Department, deliver to the Department all the documents and other material produced by the Service Provider in connection with the Agreement subject to the Service Provider's right to retain working papers as set out in clause 15.6.

#### 24. TERMINATION FOR BREACH

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

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

- 24.5 If the Department fails to pay any Overdue Amount as defined in clause 5.6 of this Agreement, the Service Provider may:
  - (a) issue a demand to the Department clearly stating that the amount has been overdue for a period for at least 30 days; and
  - (b) if the amount due has not been paid within 14 days of service of the Service Provider's demand, terminate this Agreement on 30 days' written notice to the Department.
- 24.6 In the event of termination under clause 24.5, the Service Provider must repay moneys in accordance with clause 23.4 and return documentation and materials in accordance with clauses 23.5 and 15.5 of this Agreement.

#### 25. DISPUTE

- 25.1 If either the Department or the Service Provider considers that there is a dispute or difference arising out of or relating to this Agreement (**Dispute**) the parties may adopt the procedure set out in this clause to resolve the Dispute. Notwithstanding the provisions in this clause, if the Services have not yet been completed, the Service Provider must at all times proceed to complete the Services and perform its obligations without delay.
- 25.2 If the parties agree to adopt the procedures set out in this clause, either party within twenty-eight (28) days of the Dispute arising must send a notice to the other party specifying the detailed particulars of the matters in Dispute and its proposal for their resolution (**Dispute Notice**).
- 25.3 The Department's Representative (or other person authorised by the Department) and the Service Provider (or its Representative) must meet personally within two (2) working days (or other such period as agreed) after service of the Dispute Notice to attempt to resolve the Dispute on a basis consistent with a wish to retain a long term relationship between the parties.
- 25.4 If the parties are unable to resolve the Dispute within three (3) working days of the meeting referred to in clause 25.3 (or such longer period as may be agreed) the Dispute may, by agreement of the parties, be referred to mediation.
- 25.5 If the parties have agreed to mediation but are unable to agree on the appointment of a mediator (**Mediator**), the Mediator must be appointed by the President of the Law Institute of Victoria.
- 25.6 The Mediator must act as a mediator and not as arbitrator.
- 25.7 Unless otherwise agreed by the parties, the place of resolution of the Dispute will be in Melbourne.
- 25.8 The parties must, unless they agree otherwise, each bear their own costs and must contribute equally to the Mediator's costs.

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

#### 26. SUBCONTRACTORS

- 26.1 The Service Provider must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.
- 26.2 If the Department has given written approval and the Service Provider subcontracts the performance of any part of the Services, the Service Provider remains fully responsible for:
  - (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Service Provider; and
  - (b) carrying out the Services and complying with all obligations under this Agreement.

#### 27. INSURANCE

- 27.1 The Service Provider must effect and maintain each of the Required Insurances as set out in Schedule 1 (Agreement Details). The Required Insurances must be with a reputable insurer.
- 27.2 If the Required Insurances includes:
  - (a) professional indemnity insurance, the Service Provider must maintain the insurance from the date on which it commences the Services until seven (7) years after the Services have been completed or other period as may be accepted by the Department in writing; or
  - (b) *public liability insurance*, the Service Provider must maintain the insurance for the duration of the period in which the Services are provided.
- 27.3 Upon request by the Department from time to time, the Service Provider must provide proof, by way of certificates of currency or other form as may be agreed by the Department, that the Required Insurances have been effected and maintained.

#### 28. NOTICES

- 28.1 Any notice required by or permitted under this Agreement will be deemed to be duly served if delivered to:
  - (a) the Department at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Department.
  - (b) the Service Provider at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Service Provider to the Department.
- 28.2 Notices may be delivered by hand, by prepaid mail, or by facsimile or electronic mail and will be deemed to be duly served:

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

#### 29. GENERAL

- 29.1 (Applicable Laws) Nothing in this Agreement is intended to affect or restrict in any way, the rights and obligations of parties under any applicable Laws which the parties are not permitted to contract out of, including the *Professional Standards Act* 2003 (Vic) and the *Building and Construction Industry Security of Payment Act* 2002 (Vic).
- 29.2 (Entire Agreement) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. If Annexure B (Service Provider's Proposal) contains terms and conditions that are not a description of the Services or how the Services will be carried out, such terms and conditions will not form part of this Agreement.
- 29.3 (Severance) Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.
- 29.4 (Waiver) A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 29.5 (Variation) No agreement or understanding varying or extending this Agreement including the Fees will be legally binding upon either party unless in writing signed by both parties.

#### 29.6 (Assignment)

- (a) Subject to clause 29.6(b), the Service Provider must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.
- (b) The Department may, by notice in writing to the Service Provider, assign its rights, transfer its obligations or novate the Agreement to any Victorian Public Entity in the event of any State government restructure or other re-organisation or change in policy.

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

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

#### **David Millward**

From:	(DJPR) < ecodev.vic.gov.au>
Sent:	Thursday, 9 April 2020 1:01 PM
То:	David Millward
Subject:	Contract
Attachments:	Agreement - Unified Security - Terms and Conditions - Final.pdf; Agreement - Unified Secuirty - Schedules and Annexures - Final + meal allowance.pdf

Hi David – As discussed, please find attached a draft contract for your engagement at hotel sites for the quarantine of international arrivals. Please feel free to reach out to me with any issues or queries that you may have on these.



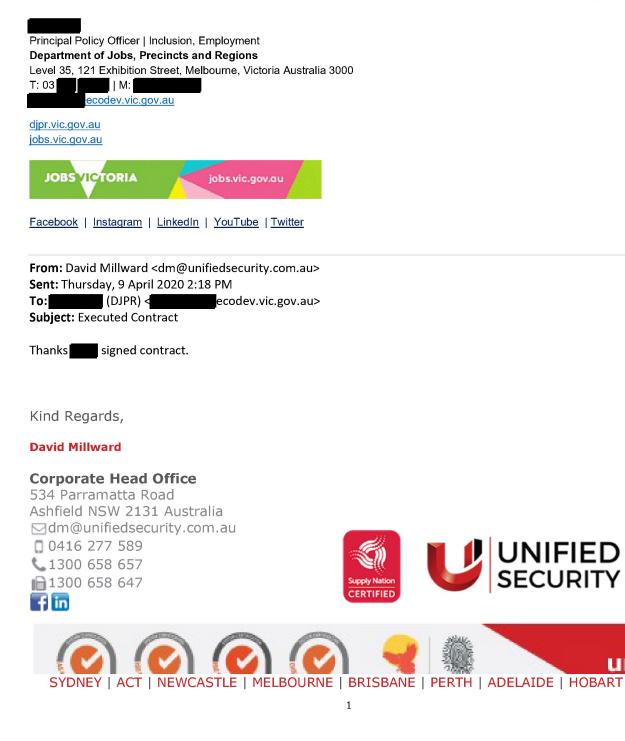
This email, and any attachments, may contain privileged and confidential information. If you are not the intended recipient, you may not distribute or reproduce this e-mail or the attachments. If you have received this message in error, please notify us by return email.

#### **David Millward**

From:	(DJPR) < ecodev.vic.gov.au>
Sent:	Monday, 20 April 2020 12:38 PM
То:	David Millward
Subject:	RE: Executed Contract
Attachments:	W 1 Agreement - Unified Secuirty - Schedules and Annexures - Final + meal allowance (2).pdf

David - Please find attached an executed copy of your contract.

Can you confirm whether your first payments have come through? I was told that they would be through by today.



Government of Victoria, Victoria, Australia.

This email, and any attachments, may contain privileged and confidential information. If you are not the intended recipient, you may not distribute or reproduce this e-mail or the attachments. If you have received this message in error, please notify us by return email.



CLIENT NAME:	Operation Soteria	LOCATION / SITE:	Various	Hotels
JOB TITLE:	Security Services	Version & Revision	n Date:	V1 29/03/2020
<b>1. Patrols:</b> Complete this section for mobile				
patrols. (Note: delete this section if not	Tasked: Nil	Time: Nil	В	uttons: Nil
applicable)	Contact: Unified National Operation	Centre	Number	: 1300 658 657
	IF THERE IS NO ANSWER ON ANY NUME	BER, MAKE SURE YOU LEA	AVE A MES	SAGE
<b>2. Reporting Lines:</b> Details of reporting requirements.	Reports to: Operations Managers/ N	lational Operations Ce	ntre	
<b>3. Job Purpose:</b> Describe the purpose of the job.	The Security Officers located across Operation Soteria, are to provide a visual presence, and ensure that all non-authorised personnel are not permitted access to quarantine locations. Security Officers will assist with all related site access compliance requirements (delivery of Uber, parcels) The site access compliance in relation to deliveries, must be vetted by the			
	Authorised Officer at each location. It is expected that all personnel arrive 10 mins prior to the commencement of shift to ensure that, they are in position to commence shift at the specified start time.			
4. Location:	<ul> <li>The behaviour of all Unified Security Personnel working across Operation Soteria, is always open and accountable to public and potential media scrutiny.</li> <li>It is expected that all Unified staff employed will process the following: <ul> <li>High standards of integrity and behaviour.</li> <li>Professional communication skills.</li> <li>An alert attitude and a smart appearance whilst conducting their duties.</li> </ul> </li> </ul>			
	Purpose of Security Personnel ad The purpose is to facilitate the safet Locations. This a REPORT and OBSERVE ma This is achieved by the presence of working as a team.	y, security of access to Indate across the Oper	the quar	eria

Client Name: Operation Soteria		Job Title: Assignment Instruction/SOP		
USG-SEC5-AI-01-0719	Filing Location: Contract Files	Retention Period: Term of Contract + 12 months	Destruction: Shred	1 of 4



5. Task Requirements: Insert details of the task sufficient to provide the incumbent with enough information to undertake the task.	<ul> <li>Attend a Briefing with Operat</li> <li>Conduct comprehensive Safe</li> <li>Nightshift only</li> <li>Report, all suspected, curren and or Operations Manager of</li> <li>Conduct Incident Report adn</li> <li>Customer focused</li> <li>Identify Health, Safety and E</li> <li>Submit Incident Reports as r</li> </ul>	Conduct comprehensive Safety check of area during Afternoon and Nightshift only Report, all suspected, current and on-going threats to the shift Supervisor and or Operations Manager on duty Conduct Incident Report administration as required Customer focused Identify Health, Safety and Environmental Risks and report them. Submit Incident Reports as required Ensure the area you work in is kept clean and tidy	
6. Identified	HAZARD M	ANAGEMENT	
Hazards : Insert hazards and actions specific to this task,	Security Officers are to be vigilant in identifying hazards which may eventuate during th shift. Immediate isolation of the Hazard may be required to avoid an incident; all identif Hazards must be reported to the Shift Supervisor or Operations Manager Where Hazards are identified, complete a HAZARD REPORT, indicating the Hazard an what action was taken or needs to be taken to address the Hazard.		
	IDENTIFIED HAZARDS	ACTION	
	Equipment Failure	<ul> <li>Inform the NOC that an item has failed its daily test/ does not work</li> <li>Complete an entry in the Log</li> <li>Complete an Incident Report.</li> <li>Site Supervisor or Operations Manager to have the item repaired or replaced as soon as practicable</li> </ul>	
	Lost Communications	<ul> <li>Move to a known communication site, or the last location from which you had communication.</li> <li>If still not able to contact any call sign, assess the radio for serviceability.</li> <li>Attract the attention of the Control Room</li> <li>Site Supervisor or Operations Manager</li> </ul>	

Client Name: Operation Soteria			Job Title: Assignment	Instruction/SOP	
USG-SEC5-AI-01-0719	Filing Location: Contract Files	Retention Period: Term of Contract + 12 months	Destruction: Shred	2 of 4	



	Injuries/ Near Miss	<ul> <li>Inform NOC with details of the Injury and your Location.</li> <li>NOC will contact the Site Supervisor or Operations Manager immediately</li> <li>Site Supervisor or Operations Manager will contact the Authorised Officer to provide update</li> <li>If it is a Serious Injury/ National Operation Centre will request an Ambulance,</li> <li>If it is a Near Miss or Minor Injury, complete a Near Miss/ Injury Report, and an Incident Report.</li> <li>Report will be provided to Metro Management immediately</li> </ul>
	Disorder/ Violence/ Unauthorised Entry	<ul> <li>Inform the NOC of any Disorder/ Violence/ Unauthorised Entry</li> <li>Use Customer Service/ Communication Skills to decrease the situation</li> <li>Request Back-Up as necessary</li> <li>Complete an incident report providing the WHO/WHAT/WHERE/HOW to the Site Supervisor or Operations Manager</li> </ul>
7. Minimum Skills / Qualifications: Identify the minimum skills requirements to undertake this task.	Valid Victorian Security Licence Level 2 First Aid	
8. Training Requirements: Identify any specific training requirements needed to competently undertake the task	Pre-Unsupervised Employment         Unified Induction – Online or Face-To-Face, includes         o       Intro to Unified Security,         o       Unified Policies and Procedures,         o       OH&S and         o       Customer Service.         Induction – Face-To-Face         Site Induction – Face-To-Face, includes         •       (Crown induction process Only at Promenade and Metropol)         •       Orientation,         o       Personnel/ Stakeholders introductions,         o       Emergency Procedures,         o       Incident Reporting, and         o       Code of Conduct.	Unified Site Induction – Face-To-Face, includes o Standard Operating Procedures, o Emergency Procedures, o OH&S, o Radio Communications, o Access Control, o Threat Recognition and Response, o Welfare Checks, o Records and Documentation. Post-Employment Refresher Training (Quarterly) – Online, includes o Workplace Safety, o Emergency/ Threat Response o Teamwork. Toolbox Talks (Monthly) – Face-To-Face.
9. PPE Requirements:	<ul><li>Surgical rated Masks</li><li>Eye Protection</li></ul>	

Client Name: Operation Soteria		Job Title: Assignment Instruction/SOP		
USG-SEC5-AI-01-0719	Filing Location: Contract Files	Retention Period: Term of Contract + 12 months	Destruction: Shred	3 of 4



List any required personal protective equipment (PPE) required for the task.	<ul> <li>Surgical rated Gloves</li> <li>Hand Sanitizer graded</li> <li><u>NOTE: These requirements are mandatory on all shifts</u></li> </ul>		
10. Approved by:	Nigel Coppick – National Operations Manager Date: 29/03/2020		
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 communicated to all relevant officers.
- A copy of the AI must be retained in the Unified Security Management Plan.
- Al's must be reviewed annually (from the date shown above) or when a task is changed.

Client Name: Operation S	Soteria		Job Title: Assignment	Instruction/SOP
USG-SEC5-AI-01-0719	Filing Location: Contract Files	Retention Period: Term of Contract + 12 months	Destruction: Shred	4 of 4



			_	
CLIENT NAME: Vic Gov		CLIENT CONTACT:	] [	When determinin
LOCATION: Hotel Quarantine		PHONE NUMBER: 0404 490 561	] [	
RISK ASSESSMENT CONDUCTED BY: Nigel Coppick		DATE CONDUCTED: 30th Mar 2020	1	How often the
EMAIL: nigel@unifiedsecurity.com.au	APPROVED BY:	DATE APPROVED :	1	<ul> <li>Incident statist</li> <li>Environmental</li> </ul>
SERVICE BEING PROVIDED: Security Services	·		]  •	The effectivene     The pecitien of

When determining a rating for the Likelihood and Consequence of a risk, you need to take into account the following;				
LIKELI	CONSEQUENCE			
<ul> <li>How often the task occurs.</li> <li>Incident statistics.</li> <li>Environmental conditions.</li> <li>The effectiveness of existing controls.</li> <li>The position of the hazard relative to the workers and other hazards.</li> </ul>	<ul> <li>Past safety records.</li> <li>How many people are exposed.</li> <li>The duration of exposure.</li> <li>The Skills, competence and experience of persons exposed.</li> <li>Condition of equipment.</li> </ul>	<ul> <li>How much harm the hazard could do.</li> <li>How many people could it affect.</li> <li>Whether the harm would be short term or long term.</li> <li>Impact of; speed, heights, weighs and forces (energy levels).</li> </ul>		

	LIKELIHOOD (L)		CONSEQUENCE (C)					CONS	SEQUE	NCE		] [	RISK RATING LEGEND (R)		HIERARCHY OF CONTROL
Descriptor	Description	Descriptor	OHS			1		2	3	4	5		Description	Control	Description
A - Almost Certain	Is expected to occur in most circumstances. Happens often.	1 - Insignificant	No injuries, No negative effect on health		A	H (11		<b>H</b> (16)	<b>E</b> (20)	<b>E</b> (23)	<b>E</b> (25)		L Low risk; manage by routine procedures	Eliminate	Good housekeeping practices, Remove hazard, Consider layout or design.
B - Likely	Will probably occur. Could easily happen.	2 - Minor	First aid treatment		В	<b>N</b> (7	-	<b>H</b> (12)	<b>H</b> (17)	<b>E</b> (21)	<b>E</b> (24)	, I	Moderate risk; mgmt responsibility must be specified	Substitute	Replace a process or material with a less hazardous option.
C - Possible	Might occur at some time in the future. Could happen or has happened here or elsewhere.	3 - Moderate	Medical treatment required, Possible time lost from work		C C	L (4		M (8)	<b>H</b> (13)	<b>E</b> (18)	<b>E</b> (22)		H Significant risk, Senior Management Attention needed	Isolate	Separate the hazard from the worker.
D - Unlikely	Could occur at some time but doubtful. Hasn't happened yet but could happen.	4 - Major	Serious injuries, Multiple injuries requiring hospitalisation		D	<b>L</b> (2	- !) (	<b>L</b> (5)	<b>M</b> (9)	<b>H</b> (14)	<b>E</b> (19)		Extreme risk, immediate action required, Senior Management attention needed.	Engineer	Redesign the work process or equipment.
E - Rare	May occur only in exceptional circumstances. Conceivable, but only in extreme situations.	5 - Catastrophic	Death(s), Permanent disability		E	L (1		<b>L</b> (3)	<b>M</b> (6)	<b>M</b> (10)	<b>H</b> (15)			Administrative Controls	Implement policies, procedures and training for people to follow when working with hazard.
				-								-		Use Personal	Provide people with equipment and

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
1	Security Services – General Duties including: Internal Patrols External Patrols	Exposure to slips, trips and falls through: Obstructing objects Uneven/slippery surfaces Stairs Plant/Equipment Elevated footpaths Poor housekeeping	<ul> <li>Person/s injury including:</li> <li>Cuts and lacerations</li> <li>Fractures and contusions Sprains and strains</li> </ul>	<ul> <li>Unified Security Services Induction</li> <li>Hazard Identification reporting internally and to the client</li> <li>Awareness training associated with slips, trips, and falls</li> <li>Always use of handrails where applicable</li> <li>Patrols to be conducted on designated footpaths / pedestrian access where possible</li> <li>Officers are trained and</li> </ul>	c	2	Μ	8		с	2	м	8			
BG-SE	C2-HSE-RA-01-0719 Filing Location: Site Op	erations Files (MS) Retention F	eriod: Term of Contract + 7 yea	rs Destruction: Shred	Cor	ntract:										1 of 7

Protective Equip. training, e.g. glasses, vests, gloves, etc.



No.	TASK	POTENTIAL HAZARD	POTENTIAL TO CAUSE	EXISTING CONTROLS	Likelihood	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
		<ul> <li>Overgrown shrubs/undergrowt h</li> <li>Poor lighting</li> </ul>		<ul> <li>familiarised with routes required via briefing, training shifts and site induction</li> <li>All main access ways, emergency routes, and passageways are clearly lit, marked and kept free from obstructions and debris</li> <li>Floors kept dry and clean internally</li> <li>Suitable footwear for duties performed</li> <li>Correct PPE including appropriate wet weather clothing available</li> <li>High visibility clothing to be worn at all times as per uniform requirement</li> </ul>											
2	Security Services – General Duties including: • Internal Patrols • External Patrols	Exposure to aggressive, violent and/or threatening offender	<ul> <li>Person/s injury / illness including:</li> <li>Cuts and lacerations.</li> <li>Fractures and contusions</li> <li>Serious Injury</li> <li>Death</li> <li>Mental stress</li> </ul>	<ul> <li>Unified Security Induction</li> <li>All workers trained in conflict resolution as part of their security licence</li> <li>Communication Skills'</li> <li>Not to engage in 'Physical Restraint'</li> <li>Officers trained to assess situation prior to approaching</li> <li>Officers trained to be alert for potential violence and suspicious behaviour and report it to the client and Unified control room</li> <li>Observe and Report protocols are to be followed – Security Officers should avoid at all times getting 'hands-on' with any aggressors</li> <li>Unified Security SOP's and Al's are in place</li> <li>Issue Resolution Procedure</li> <li>Officers trained to be alert for potential violence and suspicious behaviour and</li> </ul>	D 3	M	9		E	3	Μ	6			



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
				<ul> <li>report it to the client and unified control room</li> <li>Operations manager and duty managers determine through questioning that the Security Officer has the knowledge concerned with the management of conflict</li> <li>Employee Assistance Program available for support, debriefing and counselling</li> <li>Use of communications for the prompt relay of information to other officer / client - opportunity for security guard to ask for assistance (if required)</li> </ul>												
3	Security Services – General Duties including: Internal Patrols External Patrols	Hotel Levels	<ul> <li>Serious Injury</li> <li>Loss of concentration</li> <li>Exhaustion</li> <li>Psychological stress</li> <li>Failure to respond to incidents</li> <li>Appropriate use of PPE</li> <li>COVID19 online training</li> </ul>	<ul> <li>Unified Security Induction</li> <li>SOP's and Al's developed</li> <li>Appropriate communication devices such as radios/mobiles</li> <li>CCTV footage available where possible</li> <li>Guards working alone on site have welfare calls hourly</li> <li>Adhere to Client PPE guidelines</li> <li>Completion of Australian Government COVID19 training package</li> </ul>	D	2	L	5		D	2	L	5			
4	Security Services – General Duties including: Internal Patrols External Patrols C2-HSE-RA-01-0719 Filing Location: Site Opt	Fitness for Work including: • Drug and Alcohol • Fatigue • Lack of fitness erations Files (MS) Retention P	<ul> <li>Person/s injury / illness</li> <li>Errors could be made affecting person/s well being</li> <li>Reduction in capacity</li> <li>Inattention to tasks and activities</li> <li>Impaired judgement</li> </ul>	<ul> <li>Unified Security Induction</li> <li>Trained authorised and competent personnel</li> <li>SOP's, and Al's</li> <li>Fatigue Management Procedure / Management Plan</li> <li>Rosters are done in accordance with Unified Security policy and relevant procedures</li> <li>Disciplinary action procedure Incident reporting procedures in place</li> </ul>	D	2	L	5		D	2	L	5			3 of 7



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
				<ul> <li>All personnel must have a 0.00 alcohol and drug reading</li> <li>Managed rest breaks</li> <li>12-hour breaks between rostered security shifts</li> <li>Managers observes roster to monitor hours</li> <li>Hours are also monitored from head office via Guardhouse</li> <li>Positive communication with manager/supervisor</li> <li>Employee Assistance Program available</li> <li>Rehabilitation services</li> </ul>												
5	Security Services – General Duties including: Internal Patrols External Patrols	Exposure to COVID19	<ul> <li>illness</li> <li>virus contamination</li> <li>Spread of infection</li> </ul>	<ul> <li>Premedical questionnaire including medical information and records for each employee</li> <li>COVID19 Testing process</li> <li>Adherence to Government protocols for Isolation</li> <li>Unified Security Induction</li> <li>Trained and competent personnel</li> <li>Fitness for work procedure</li> <li>Provision of PPE</li> <li>Eliminate unnecessary Exposure to COVID19</li> <li>Adherence to 1.5m Social Distancing</li> <li>Use of hand sanitizer</li> <li>Long sleeve shirts should be rolled up and forearm and hands washing for 20 seconds</li> </ul>	D	3	М	9		D	3	M	9			
6	Security Services – General Duties including: Internal Foot Patrols External Mobile Patrols	Exposure to possible bites and or stings	<ul> <li>Illness</li> <li>Allergic reaction</li> <li>Swelling</li> </ul>	<ul> <li>Hazard Identification</li> <li>First aid kits carried by all Unified Managers on site with relevant sprays, creams, bandages etc. that can be utilised</li> <li>Areas with high insect volume are to be avoided where</li> </ul>	D	2	L	5								



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
				appropriate <ul> <li>Relationship with medical facility</li> </ul>												
7	Security Services – General Duties including: Internal Foot Patrols External Mobile Patrols	Exposure to dust, dirt, and debris.	<ul> <li>Occupational illness</li> <li>Breathing difficulties</li> <li>Eye and skin irritation</li> </ul>	<ul> <li>Unified Security and Induction</li> <li>Guards are to observe and comply with all safety signage and alarms regarding access</li> <li>Provision of PPE</li> <li>First aid kits carried by all Unified Managers on site with relevant sprays, creams, bandages etc. that can be utilised</li> </ul>	D	2	L	5		D	2	L	5			
8	Security Services – General Duties including: Internal Foot Patrols External Mobile Patrols	Communications failure causing inability to respond to injury or incident	<ul> <li>Injury/illness</li> <li>Inability to respond to incident</li> <li>Reduced emergency response support if required</li> <li>Situation escalates</li> <li>Increased likelihood of injury/incident</li> </ul>	<ul> <li>Trained personnel</li> <li>Toolbox talks</li> <li>Contingency in place for communication failure</li> <li>Officers carry mobile phone</li> <li>Communication equipment is checked at the commencement of each shift</li> <li>Equipment is fully operational</li> <li>Scheduled welfare checks</li> </ul>	D	3	м	9		D	3	м	9			
9	Security Services – General Duties including: Internal Foot Patrols External Mobile Patrols C2-HSE-RA-01-0719 Filing Location: Site Op	Exposure to fire / emergency / alarm response erations Files (MS) Retention P	<ul> <li>Person/s injured / illness</li> <li>Burns</li> <li>Long term health effects</li> <li>Mental Stress</li> <li>Death</li> </ul>	<ul> <li>Adhere to Hotel Fire warden and follow evacuation procedure for hotel and Quarantine guests</li> <li>Education and training – Security Officers cert II includes training regarding fire/emergency response</li> <li>Unified Security Induction</li> <li>Emergency Response Plans</li> <li>Emergency evacuation maps available throughout site</li> <li>Emergency procedures and</li> </ul>	D	3	м	9		E	3	м	6			5 of 7



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
				<ul> <li>plans</li> <li>First Aiders available on site</li> <li>Procedures in place to notify relevant personnel of any unauthorised access</li> </ul>												
10	Security Services – General Duties including: Internal Foot Patrols External Mobile Patrols Bag Checks Cabin Checks Gatehouse VQC	<ul> <li>Exposure to noise including</li> <li>Noise in excess of exposure standards</li> <li>Noise in plant rooms</li> <li>Construction noise</li> <li>Distracting noise</li> </ul>	<ul> <li>Illness</li> <li>Hearing loss</li> <li>Mental stress factors</li> </ul>	<ul> <li>Provision of PPE</li> <li>Safety Signage available on doors when entering area where noise PPE is required</li> </ul>	E	2	L	3		E	2	L	3			
11	Security Services – General Duties including: Internal Patrols External Patrols Bag Checks Vehicle Checks CCTV	Non-Competent personnel/ personnel not trained in procedures or familiar with site location contacts	<ul> <li>Injury / illness</li> <li>Serious incident</li> <li>Failure to respond to incident / alarm</li> </ul>	<ul> <li>Unified Security induction</li> <li>Verification of licences and competencies</li> <li>Training needs analysis</li> <li>Training and competency procedure</li> <li>Al's signed off</li> </ul>	D	2	L	5		D	2	L	5			

#### RISK ASSESSMENT APPROVED BY:

UNIFIED SECURITY

Print Name:

Nigel Coppick

Title:

State Manager

Date:

30/03/2020

Vic Government

B6-SEC2-HSE-RA-01-0719

Filing Location: Site Operations Files (MS)

Retention Period: Term of Contract + 7 years

Destruction: Shred

Contract:

</



Print Name:	Title:	Date:
Sign:		

**REVIEW HISTORY:** 

The Risk Assessment must be reviewed annually, or when changes have occurred at the workplace that may affect the safety of personnel working at the location. If the client declines to participate in the review mark with 'Client Declined' in reviewed by section.

Date of Review:	UNIFIED SECURITY – Reviewed by:	(CLIENT) - Reviewed by:

#### **David Millward**

From: Sent: To:	David Millward Friday, 27 March 2020 12:36 PM Karl Leitner; Nigel Coppick; Stephen Charlwood; Unified NOC; Brent Hutchinson; Stef Zarikos; Ben Demsitz; Asad Qaiser; Gary Wilmoth; Nick Chee; Matt Belton; Houssein Houssein; Mitko Stojanov; Tevita Setefano; Pongi Faulua; Jagjot Singh;
Subject:	Andrew Tyson; Eric Moir; Moira Friel Covid 19 - Online Course

#### Attention: All Management Personnel

In light of the ongoing deterioration in the Covid 19 situation, its impact on our personnel, clients & suppliers and in accordance with industry best practice the Executive have made the decision to make the following course an urgent compulsory component in your ongoing training & development programs, as such prior to 2.30pm today (It takes 10mins) can all personnel please register for & complete the following online course:

#### https://www.health.gov.au/resources/apps-and-tools/covid-19-infection-control-training

If for any reason the aforementioned link does not work please copy the link to your browser and action accordingly.

Following the successful completion of the course can you please forward your certificate of completion to NOC and myself, for collation and inclusion in our internal training records.

If you require any further information or assistance please do not hesitate to let us know.

Kind Regards,

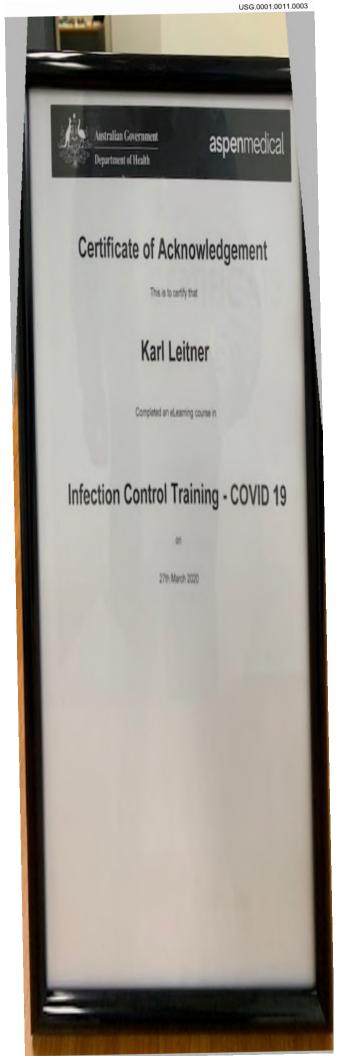
#### **David Millward**

#### **Corporate Head Office**

534 Parramatta Road Ashfield NSW 2131 Australia ☑ dm@unifiedsecurity.com.au □ 0416 277 589 ↓ 1300 658 657 □ 1300 658 647 ☑ 1100 658 647









Australian Government

aspenmedical

# **Certificate of Acknowledgement**

This is to certify that

# nigel Coppick

Completed an eLearning course in

# **Infection Control Training - COVID 19**

on

27th March 2020



aspenmedical

# **Certificate of Acknowledgement**

This is to certify that

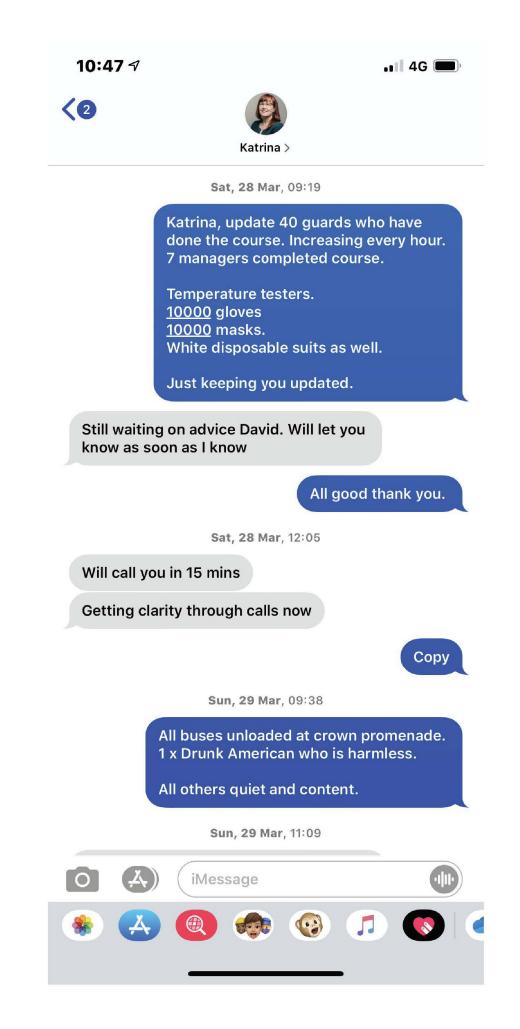
# **David Millward**

Completed an eLearning course in

# **Infection Control Training - COVID 19**

on

27th March 2020





## **Provision of Services Agreement**

Unified Security Group (Australia) Pty Ltd ABN 81 1389 763 97

and

Australian College of Security Training Pty Ltd Trading as Acost Security Services ABN 80 085 770 663

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#### This provision of services agreement

is made on the 30<sup>th</sup> day of March 2020 between the following parties:

- Unified Security Group (Australia) Pty Ltd ABN 81 1389 763 97 of 534 Parramatta Road, Ashfield, New South Wales
- 2. Australian College of Security Training Pty Ltd Trading as Acost Security Services ABN 80 085 770 663 of 749 Heidelberg Road, Alphington, Vic 3078 (Contractor)

#### Recitals

- A. Unified Security Group carries on the business of supplying security services and other services to its Customers.
- B. The Contractor carries on the business of providing labour services and other services to its customers.
- C. Unified Security Group wishes to engage the Contractor to provide the Services, and the Contractor has agreed to accept the engagement, on the terms of this agreement.

#### The parties agree

in consideration of, among other things, the mutual promises contained in this agreement:

#### **1** Definitions and interpretation

#### 1.1 Definitions

In this agreement:

**Business Day** means a day that is not a Saturday, Sunday or gazetted public holiday in Sydney, New South Wales;

Customer means a customer or client of Unified Security Group (Australia) Pty Ltd;

**Confidential Information** means all and any confidential information relating to the business of Unified Security Group and that of Customers and includes:

- (a) any document, book, account, process, computer program, patent, specification, drawing, design, or know-how of Unified Security Group (Australia) Pty Ltd;
- (b) all software owned or licensed by Unified Security Group (Australia) Pty Ltd;
- (c) all analyses, compilations, data, studies and reports of Unified Security Group (Australia) Pty Ltd;

- (d) technical details of any work undertaken by Unified Security Group (Australia) Pty Ltd;
- (e) details of all contracts, projects or work being undertaken by or involving Unified Security Group (Australia) Pty Ltd or a Customer;
- (f) details of all internal management practices and procedures of Unified Security Group;
- (g) details of the finances of Unified Security Group (Australia) Pty Ltd or a Customer;
- (h) the Fee, benefits and other payments made by Unified Security Group (Australia) Pty Ltd to the Contractor;
- (i) details of any products developed by Unified Security Group (Australia) Pty Ltd; and
- (j) details of all marketing strategies, customer information and sales databases of Unified Security Group (Australia) Pty Ltd,

but does not include information which is lawfully in the public domain;

Commencement Date means the date in Item 1 of schedule 1;

Fee means the amount calculated by multiplying the Hourly Rate in respect of each of the Personnel by the number of hours the Personnel is engaged by the Contractor to perform the Services;

Further Term means the period referred to in Item 3 of schedule 1;

**GST** means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

**GST Law** means the law applying to the taxation of goods and services under *A* New Tax System (Goods and Services Tax) Act 1999 (Cth);

Hourly Rate means the rate specified in Item 4 of schedule 1;

Initial Term means the period referred to in Item 2 of schedule 1;

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

Item means a numbered item in schedule 1;

KPIs means the key performance indicators specified in part A of schedule 3;

**Services** means making available the Personnel, as and when requested by Unified Security Group (Australia) Pty Ltd, for the performance of the duties described in schedule 2 and any other duties agreed by the parties in writing from time to time;

**Personnel** means employees of the Contractor provided in the performance of the Services;

Senior Executives means each of the persons referred to in Item 6 of schedule 1;

**Tax Invoice** has the same meaning as in the GST Law and includes any document or record treated by the Commissioner of Taxation as a tax invoice;

**Term** means the term of this agreement as described in clause 2.1, and where appropriate, any extension under clause 2.2;

#### 1.2 Interpretation

In this agreement, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (d) a reference to a clause, party, or schedule is a reference to a clause of, a party and schedule to, this agreement and a reference to this agreement includes any schedule;
- (e) specifying anything in this agreement after the words "include" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (f) a reference to a party to a document includes that party's successors and permitted assigns;
- (g) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (h) a reference to a statute, regulation, proclamation, ordinance or by laws includes all statutes, regulations, proclamations, ordinances or by laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issues under that statute; and
- (i) a reference to a document or agreement includes all amendments or supplements to or replacements or novations of, that document or agreement.

#### 2 Term

#### 2.1 Term

This agreement commences on the Commencement Date and continues in full force and effect until expiry of the Initial Term, subject to:

- (a) any earlier termination of this agreement; and
- (b) any extension under clause 2.2.

#### 2.2 Extension of Term

(a) Unified Security Group (Australia) Pty Ltd may, on two occasions, elect to extend this agreement for the Further Term by giving notice to the

Contractor not less than 30 days before the Term (including, as applicable a Further Term) expires.

(b) On Unified Security Group (Australia) Pty Ltd giving notice under clause 2.2(a), the Term is extended for the Further Term.

#### 3 Services

#### 3.1 Provision of Services

During the Term, the Contractor will provide the Services to Unified Security Group (Australia) Pty Ltd in accordance with the KPIs.

#### 3.2 Directions

The Contractor will instruct its Personnel to act in accordance with the reasonable directions of Unified Security Group (Australia) Pty Ltd.

#### 3.3 Personnel remain employees of the Contractor

No Personnel becomes the employee or sub-contractor of Unified Security Group (Australia) Pty Ltd by reason of this agreement or the provision of the Services.

#### 4 Contractor's obligations

In performing its obligations under this agreement, the Contractor must:

- (a) at all times act, and must use its best endeavours to ensure that all its Personnel act:
  - (1) lawfully;
  - (2) with due care, skill and diligence and with a high level of personal and professional standards and ethics;
  - (3) in a courteous and presentable manner and not aggressively towards Unified Security Group (Australia) Pty Ltd, any Customer or the public generally; and
  - (4) promptly and to industry standards;
- (b) ensure that all Personnel engaged in the performance of the Services are appropriately qualified and hold all applicable licences, authorisations and consents necessary to perform the Service including the right to work in Australia;
- (c) ensure that, during the performance of the Services, its Personnel:
  - (1) do not have a blood alcohol reading in excess of 0.00% or be under the influence of drugs that impair in any respect the ability of the Contractor or the Personnel to perform the Services; and
  - (2) are fit to work and to perform the Services.

- (d) comply with, and ensure that its Personnel comply with the professional work standard and guidelines set out in the standard operating procedures of Unified Security Group (Australia) Pty Ltd (as amended from time to time);
- (e) comply with any time limits provided by Unified Security Group (Australia) Pty Ltd in relation to the obligations of the Contractor under this agreement;
- (f) provide to Unified Security Group (Australia) Pty Ltd such contact details as Unified Security Group (Australia) Pty Ltd requires, including but not limited to a mobile telephone number on which the Contractor can be contacted 24 hours a day, 7 days a week;
- (g) ensure that the Contractor and its Personnel are not a party to any act or thing prejudicial to the goodwill, commercial reputation or overall public image of Unified Security Group (Australia) Pty Ltd. In this regard the Contractor is required to maintain and apply appropriate workplace, social media and communication policies;
- (h) ensure that the performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation; and
- promptly account to Unified Security Group (Australia) Pty Ltd for any money or benefits received from third parties as a result of providing the Services;
- (j) promptly comply with any reasonable request by Unified Security Group (Australia) Pty Ltd for an oral or written report on any aspect of the Services;
- (k) provide Unified Security Group (Australia) Pty Ltd (unless agreed otherwise) with completed time sheets for the hours undertaken by Personnel of the Contractor in providing the Services each week. The time sheet for each of the Personnel must be signed off by the Personnel and by the Contractor and be submitted to Unified Security Group (Australia) Pty Ltd on a weekly basis; and
- (l) ensure that all communication with a Customer of Unified Security Group (Australia) Pty Ltd in relation to material aspects of the Services (including pricing) is carried out exclusively by Unified Security Group except where Unified Security Group (Australia) Pty Ltd otherwise directs in writing. For the avoidance of doubt, nothing in this clause 4(l) prevents the Contractor from communicating with a Customer regarding the day-today aspects of the Services.

#### 5 Fees and invoicing

#### 5.1 Fee

Unified Security Group (Australia) Pty Ltd must pay the Fees to the Contractor in respect of the Services.

#### 5.2 Invoicing

The Contractor:

- (a) must make a claim for payment at fortnightly intervals; and
- (b) must issue an invoice to Unified Security Group (Australia) Pty Ltd within 7 days of the end of each fortnight for Services performed from the date of the proceeding payment claim to that day (except in respect of the first payment claim which is to be for Services performed from the commencement of the Services)

#### 5.3 Payment

Unified Security Group must pay the amount stated in the Contractor's invoice issued under clause 5.2 within 10 Business Days of the date Unified Security Group (Australia) Pty Ltd receives that invoice.

#### 5.4 Failure to achieve KPIs

- (a) If the Contractor fails to achieve any or all of the KPIs, the Fee will be altered in accordance with part B of schedule 3.
- (b) The parties acknowledge and agree that:
  - (1) the basis of determining the deductions described in part B of schedule 3:
    - (A) has been determined by Unified Security Group (Australia) Pty Ltd in good faith; and
    - (B) is a genuine pre-estimate of the anticipated or actual loss or damage Unified Security Group (Australia) Pty Ltd may suffer if the Contractor fails to achieve any or all of the KPIs;
  - (2) each party wishes to avoid the difficulties of proof of damages in connection with failing to achieve any or all of the KPIs; and
  - (3) the deductions to be made in accordance with subclause (a) are reasonable and not intended as a penalty.
- (c) Except for:
  - (1) Unified Security Group (Australia) Pty Ltd's right to terminate this agreement in accordance with clause 22.1(b)(2); and
  - (2) Unified Security Group (Australia) Pty Ltd's right to indemnity in the circumstances described in clause 11.2,

deductions from the Fee as described in subclause (a) is Unified Security Group (Australia) Pty Ltd's exclusive remedy for the Contractor's failure to achieve the KPIs.

#### 5.5 Set-off

Unified Security Group (Australia) Pty Ltd may deduct from amounts due to the Contractor any amounts due from the Contractor to Unified Security Group (Australia) Pty Ltd whether under, or in connection with, this agreement or otherwise.

#### 5.6 Time bar

Without limiting the Contractor's obligations under clause 5.2, Unified Security Group (Australia) Pty Ltd will not be liable to the Contractor for, and the Contractor must not invoice Unified Security Group (Australia) Pty Ltd for, any Fees in respect of Services performed more than 3 months prior to the date the Contractor makes a claim for payment.

#### 6 Health and safety risks

- (a)
- (b) In providing the Services, the Contractor agrees to:
  - (1) apply all relevant occupational health and safety standards and policies of Unified Security Group (Australia) Pty Ltd to ensure that the Contractor, its Personnel and any other persons are not exposed to any hazards or risks so far as practicable;
  - (2) comply fully with any relevant minimum exposure standards set by relevant occupational health and safety authorities;
  - (3) comply fully with all other health and safety requirements specified in any relevant laws, including to those provided for in the occupational health and safety legislation of the relevant State or Territory, and any ordinances, regulations or orders made pursuant to such legislation as well as all approved codes of practice, Australian Standards and industry standards; and
  - (4) cooperate fully with all requests for information in relation to health and safety issues as required by Unified Security Group (Australia) Pty Ltd, including providing information and reports in relation to any hazards or incidents that occur.

#### 7 Personnel

#### 7.1 Uniforms

- (a) The Contractor must, , ensure that its Personnel at all times during the performance of the Services, wear those items of identification or uniforms (Uniforms) as are supplied by Unified Security Group (Australia) Pty Ltd to the Contractor. To this end the Contractor must pay Unified Security Group (Australia) Pty Limited a deposit amount, representing the costs of the uniforms. Unified Security Group (Australia) Pty Limited may apply set off for the payment of the deposit amount by the Contractor from monies due and payable to the Contractor pursuant to this Agreement.
- (b) The Contractor must maintain a register of the Uniforms provided to Personnel by Unified Security Group (Australia) Pty Ltd.
- (c) Upon any member of Personnel ceasing to be engaged by the Contractor and upon termination or expiry of this agreement, the Contractor must ensure that all Uniforms are returned to Unified Security Group (Australia) Pty Ltd in the same condition as they were in when provided by Unified

Security Group (Australia) Pty Ltd, fair wear and tear excepted. Subject to clause (d) below, Unified Security Group (Australia) Pty Limited will, upon receipt of the returned uniforms, repay the deposit amount to the Contractor.

- (d) The Contractor is liable for the costs of replacing any Uniforms which are either not returned or returned in a condition other than that described in paragraph (c) and any such amount (to be determined at the sole discretion of Unified Security Group (Australia) Pty Limited) will be deducted from the deposit amount to be repaid to the Contractor.
- (e) Without limiting Unified Security Group (Australia) Pty Ltd's rights under clause 5.4, the Contractor must pay the cost of replacing such Uniforms on written demand from Unified Security Group (Australia) Pty Ltd.

#### 7.2 Removal and replacement

- (a) It is acknowledged by the parties that Customers of Unified Security Group (Australia) Pty Ltd may from time to time, request Unified Security Group (Australia) Pty Ltd to remove or replace a Personnel provided by the Contractor to perform the Services to the Customer. In such an event, Unified Security Group (Australia) Pty Ltd may inform the Contractor of such a Customer request and the reasons for the request. The Contractor acknowledges that such a Customer request reflects poorly on Unified Security Group (Australia) Pty Ltd and must therefore take immediate steps to remove the Personnel and allocate Personnel to the Customer, that is or will be acceptable to the Customer.
- (b) The Contractor acknowledges and agrees that nothing in this agreement requires or compels Unified Security Group (Australia) Pty Ltd to request from the Contractor an alternative Personnel to replace a Personnel removed in accordance with paragraph (a).

#### 8 Keys and Access Passes

The Contractor must:

- (a) retain in safe keeping at all times keys, passes, access codes or any other forms of access (Forms of Access) to premises owned by Customers which are obtained by or provided to the Contractor or its Personnel in connection with this agreement;
- (b) promptly replace, at its cost, any Forms of Access which the Contractor or its Personnel have mislaid or lost or which are stolen; and
- (c) if required by Unified Security Group (Australia) Pty Ltd or any customer of Unified Security Group (Australia) Pty Ltd, promptly arrange, at the Contractors cost and expense, for the replacement, recording or reprogramming of the equipment, hardware or software, locking equipment or locks which were accessed by the lost, mislaid or stolen Forms of Access.

#### 9 Place of supply of Services

The Contractor will provide the Services to Unified Security Group (Australia) Pty Ltd at such places as Unified Security Group (Australia) Pty Ltd may direct.

#### 10 Legal relationship

- (a) The legal relationship between Unified Security Group (Australia) Pty Ltd and the Contractor is that of principal and independent contractor. Neither the Contractor nor any Personnel, employee or agent of the Contractor is to be deemed to be an employee, agent or partner of Unified Security Group (Australia) Pty Ltd.
- (b) Nothing in this agreement will be taken or is intended to be taken to give rise to an employment relationship between Unified Security Group (Australia) Pty Ltd and the Contractor or Unified Security Group (Australia) Pty Ltd and the Personnel.

#### 11 Liability and indemnity

#### 11.1 The Contractor's liability

The Contractor acknowledges that, as an independent contractor, it is responsible for the cost of providing the Services and for any loss or damage to any third party arising out of or in connection with the provision of the Services including any acts or omissions of the Contractor's Personnel, employees or agents.

#### 11.2 Indemnity

- (a) The Contractor will indemnify Unified Security Group (Australia) Pty Ltd against all liability, loss and damage (including legal costs on a full indemnity basis) that may be incurred or suffered by Unified Security Group (Australia) Pty Ltd arising out of or in connection with:
  - (1) the performance of the Services; or
  - (2) any act or omission of a Personnel, employee or agent of the Contractor in connection with or arising out of this agreement; or
  - (3) any breach of the Contractor's obligations as set out at clause 4 of this Agreement.
- (b) The Contractor will indemnify Unified Security Group (Australia) Pty Ltd against all liability, loss and damage (including legal costs and expenses on a full indemnity basis) that may be incurred or suffered by Unified Security Group (Australia) Pty Ltd as a result of a Personnel, employee or agent of the Contractor being held or deemed to be or have been an employee of Unified Security Group (Australia) Pty Ltd, except to the extent Unified Security Group (Australia) Pty Ltd has contributed to this by its own actions or omissions.
- (c) The Contractor will indemnify Unified Security Group (Australia) Pty Ltd in respect of:

- (1) any payment Unified Security Group (Australia) Pty Ltd is required to make in respect of; and
- (2) any loss or damage (including any fine or penalty) Unified Security Group (Australia) Pty Ltd suffers, incurs or is liable for, arising from or in connection with the failure to pay or late payment of,

any of the items which are the Contractor's responsibility under clauses 13.3, 13.4 and 14.

#### 11.3 Survival

This subclause survives the termination or expiry of this agreement.

#### 12 Contractor obligations under the Fair Work Act 2009

- 12.1 During the term of the Agreement, the Contractor must notify Unified Security Group (Australia) Pty Ltd in the event of material change to any of the information provided to the Unified Security Group (Australia) Pty Ltd during or in connection with the tender process, including but not limited to information about its workplace policies and practices, compliance with its obligations under the Fair Work Act 2009 and Fair Work Regulations 2009 and contract management practices.
- 12.2 During the term of the Agreement, the Contractor must comply, and take all reasonable steps to ensure that it (and its subcontractors, if any) comply, with all applicable obligations under the Fair Work Act 2009 and Fair Work Regulations 2009.
- 12.3 Within 30 days of the commencement of this Agreement, the Contractor will communicate the following information to its Personnel (and as far as practicable to all of the employees of its subcontractors, if any):
  - a) A specified representative of the Contractor that employees, including employees of subcontractors, are invited to contact if the employees have any concern about the payment of wages, loadings, allowances and penalties owed to them for any work performed during the term of the Contract; and
  - b) Where to access further information about workplace rights and entitlements including www.fairwork.gov.au or the Fair Work Infoline 13 13 94.
- 12.4 During the term of the Agreement, the Contractor must provide the Unified Security Group (Australia) Pty Ltd with any information that the Unified Security Group (Australia) Pty Ltd reasonably requires to confirm that the Contractor is complying, and as far as practicable that its subcontractors are complying (if any), with all applicable obligations under the Fair Work Act 2009 and Fair Work Regulations 2009.
- 12.5 During the term of the Agreement, the Contractor will undertake audits every 12 weeks to determine that the correct wages, loadings, allowances and penalties have been paid to its employees, and the Contractor will rectify any underpayments within 14 days of identifying the underpayment.

- 12.6 During the term of the Agreement, the Contractor must inform the Unified Security Group (Australia) Pty Ltd of any:
  - a) compliance action taken by the Fair Work Ombudsman, including but not limited to penalty infringement notices, compliance notices, enforceable undertakings, proactive compliance deeds or court orders; or
  - b) the court orders; arising from non-compliance with the Fair Work Act 2009 or Fair Work Regulations 2009 by the Contractor, and any remedial action that the Contractor is required to take, has taken or proposes to take as a result of the compliance action or court order.
- 12.7 During the term of the Agreement, the Contractor must actively and cooperatively participate in all compliance activities associated with its obligations under the Fair Work Act 2009 and Fair Work Regulations 2009, including but not limited to participating in investigations of workplace complaints and audits undertaken by the Fair Work Ombudsman or other regulatory agencies.
- 12.8 The Contractor must not subcontract or assign the Agreement or any part of it without the written approval of the Unified Security Group (Australia) Pty Ltd.
- 12.9 The Contractor must ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations under this clause 12.
- 12.10 The Contractor must commit all necessary resources, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the requirements of this clause 12.
- 12.11 The Unified Security Group (Australia) Pty Ltd reserves the right to terminate the Contract in the event that the Contractor fails to comply with any of the above clauses.

#### 13 Responsibility for leave, other benefits, taxes and superannuation

#### 13.1 The Contractor's responsibility

The parties acknowledge and agree that the Contractor will:

- (a) continue to pay directly to the Personnel all salary and other related employment benefits including, if applicable, superannuation contributions and entitlements to annual leave, long service leave, bereavement leave, personal leave or other leave; and
- (b) if applicable, comply with all legislative requirements which arise as a result of the employment of the Personnel including workers' compensation insurance, PAYG withholding tax, fringe benefits tax and payroll tax.

#### 13.2 Principals responsibility

Unified Security Group (Australia) Pty Ltd has no responsibility to the Contractor or any of the Personnel or agents in respect of remuneration, other related employment benefits or compliance with legislative requirements in relation to employees.

#### 13.3 Tax payments

The Contractor acknowledges that it is responsible for payment of all taxes and taxation obligations, in respect of the performance of the Services including those relating to payment of the Fee.

#### 13.4 Superannuation

The Contractor acknowledges that:

- (a) it is responsible for payment of superannuation for any person employed by the Contractor, including any Personnel; and
- (b) neither the Contractor nor any of its Personnel, employees or agents are entitled to any superannuation contributions from Unified Security Group (Australia) Pty Ltd.

#### 14 Insurances

#### 14.1 Contractor's Insurance

The Contractor must take out, keep current, and produce to Unified Security Group (Australia) Pty Ltd annually and upon request, evidence of appropriate:

- (a) **workers' compensation insurance** in respect of employees provided by the Contractor to perform the Services, in accordance with the applicable law and for common law liability for an amount not less than the amount set out in Item 5 of schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (b) **public liability insurance** for an amount of not less than the amount set out in Item 5 of schedule 1 for any one occurrence and unlimited as to the number of occurrences; and
- (c) motor vehicle comprehensive or third party property damage insurance for an amount not less than the amount set out in Item 5 of schedule 1 for any single occurrence and unlimited as to the number of occurrences in respect of liability for all plant, equipment and motor vehicles owned or used by the Contractor or any employees engaged by the Contractor to perform the Services;
- (d) **any other insurance** as required by law.

#### 14.2 Costs of insurances

The Contractor is responsible for and must pay all premiums, excesses and deductibles on all of the insurances required to be effected and maintained under this agreement.

#### 14.3 Insurances primary

For the avoidance of doubt, the insurances contemplated by this agreement are primary and not secondary to the indemnities contained in this agreement.

# 15 Audit

#### 15.1 Contractor to permit audit

The Contractor must, upon Unified Security Group providing at least 5 Business Days prior notice, permit and provide Unified Security Group (Australia) Pty Ltd or its authorised agent supervised access to the Contractor's premises, books, records, documents, equipment and other property relevant to the performance of the Services to verify compliance by the Contractor of its obligations under this agreement.

### 15.2 Costs of audit

Unified Security Group (Australia) Pty Ltd is responsible for the direct costs incurred by it in relation to an audit conducted pursuant to clause 15.1.

# 16 No solicitation

#### 16.1 Definitions

In this agreement:

**Contractor Group** means the Contractor and each of its related bodies corporate and **Contractor Group** Member means any member of the Contractor Group;

**Restricted Period** means the period from Commencement Date up to the expiration of:

- (a) 12 months from the expiry or termination of the agreement;
- (b) 9 months from the expiry or termination of the agreement;
- (c) 6 months from the expiry or termination of the agreement;
- (d) 3 months from the expiry or termination of the agreement.

### 16.2 No solicitation of Customers

During the Term and for Restricted Period, the Contractor must not approach, and must procure that no other Contractor Group Member approaches, (either solely or jointly with any other person and in any capacity whatsoever) any person whom the Contractor is aware is a Customer of Unified Security Group (Australia) Pty Ltd for the purpose of persuading that person to cease doing business with Unified Security Group or reduce the amount of business that the Customer would normally do with Unified Security Group (Australia) Pty Ltd.

# 16.3 No solicitation of Unified Security Group employees

During the Term and for the Restricted Period, the Contractor must not approach or solicit, and must procure that no other Contractor Group Member approaches or solicits, any employee of Unified Security Group (Australia) Pty Ltd for the purpose of recruiting that person. This restriction does not apply where a person responds to an advertisement published by a Contractor Group Member that is targeted to a wide audience of potential applicants.

# 16.4 Severability

If any part of an undertaking in this clause 16 is unenforceable it may be severed without affecting the remaining enforceability of that or the other undertakings.

# 16.5 Acknowledgment

The Contractor acknowledges that all the prohibitions and restrictions contained in this clause 16 are reasonable and are given in consideration of the Fees payable by Unified Security Group (Australia) Pty Ltd to the Contractor under this agreement.

# 17 Warranties

# 17.1 Mutual Warranties

Each of Unified Security Group (Australia) Pty Ltd and the Contractor represents and warrants to the other that:

- (a) it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms;
- (b) it has full power to enter into and perform its obligations under this agreement and can do so without the consent of any other person; and
- (c) the execution, delivery and performance of this agreement complies with its constitution and other constituent documents and complies with any encumbrance or document which is binding on it.

# 17.2 Contractor additional warranties

The Contractor represents and warrants to Unified Security Group (Australia) Pty Ltd that:

- (a) it will comply with and observe all applicable laws relating to the performance of the Services and carrying out its obligations under this agreement;
- (b) it has obtained and will during the Term maintain all necessary approvals, authorisations, permits, licences and registrations which the Contractor is required to maintain under any applicable law in order to perform the Services in accordance with this agreement;
- (c) it will comply with all applicable industrial and workplace relations awards, agreements and legislations that apply to the Contractor in relation to the Personnel;

- (d) it will at all times provide the number of Personnel necessary to perform the Services; and
- (e) it and each Personnel have the skill, experience and expertise necessary to carry out the Services.

# 18 GST

### 18.1 Interpretation

Terms defined in the GST Law have the same meanings in this clause, unless provided otherwise in clause 1.1.

### 18.2 Adjustment for GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (b) To the extent that any supply made by the Contractor under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount equal to the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.

### 18.3 Tax Invoices and Adjustment Notes

The Contractor must issue a Tax Invoice or Adjustment Note to Unified Security Group (Australia) Pty Ltd in respect of the supply to which the GST relates in accordance with clause 5.2.

### 18.4 Reimbursements

Costs required to be reimbursed or indemnified under this agreement must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

# **19** Intellectual Property

# 19.1 Ownership

The Contractor acknowledges that at all times all Intellectual Property created by or on behalf of Unified Security Group (Australia) Pty Ltd, whether under this agreement or otherwise, is owned by Unified Security Group (Australia) Pty Ltd.

# 19.2 Use of facilities and resources

Without limiting the generality of this clause, all Intellectual Property created by the Contractor, whether with or without the knowledge of Unified Security Group (Australia) Pty Ltd, using the facilities or resources of Unified Security Group or the Confidential Information will be owned solely by Unified Security Group (Australia) Pty Ltd, notwithstanding that the creation of the Intellectual Property:

(a) is not within the scope of the Services;

- (b) is done by a Personnel in their own time; or
- (c) involved only partial use of Unified Security Group (Australia) Pty Ltd's facilities and/or resources or only partial use of the Confidential Information.

#### 19.3 Assignment by Contractor

- (a) The Contractor assigns to Unified Security Group (Australia) Pty Ltd all the Contractor's rights, title and interest in the Intellectual Property, including future Intellectual Property rights throughout the world, in all and any part of the subject matter created by or on behalf of Unified Security Group (Australia) Pty Ltd whether under this agreement or otherwise.
- (b) The Contractor must, at the Contractor's own expense, do all things necessary and execute all documents as and when reasonably required by Unified Security Group (Australia) Pty Ltd to vest in Unified Security Group (Australia) Pty Ltd all right, title and interest in the Intellectual Property.

#### 19.4 Acknowledgment

The Contractor acknowledges that a breach of the obligations under this clause will be considered a serious breach of the agreement.

#### 19.5 Survival

The Contractor's obligations under this clause survive termination of this agreement and continue on indefinitely.

### 20 Confidentiality

### 20.1 Obligation of confidentiality

- (a) Without prejudice to any obligation of confidence which the law may impose on the Contractor, the Contractor must, in relation to all Confidential Information provided by Unified Security Group (Australia) Pty Ltd or otherwise obtained by the Contractor during the term of this agreement:
  - (1) use the Confidential Information solely to carry out the Services pursuant to this agreement;
  - (2) keep the Confidential Information secure and confidential at all times;
  - (3) disclose the Confidential Information only to persons:
    - (A) who need to know the Confidential Information to carry out functions or obligations for Unified Security Group (Australia) Pty Ltd; or
    - (B) who are authorised by Unified Security Group (Australia) Pty Ltd to obtain the Confidential Information;

- (4) not copy, duplicate or otherwise reproduce any documents containing the Confidential Information except as is necessary in fulfilling the Services pursuant to this agreement;
- (5) use the Contractor's best endeavours to protect the confidentiality of the Confidential Information; and
- (6) comply with all reasonable instructions given to the Contractor from time to time by Unified Security Group (Australia) Pty Ltd regarding the protection of the Confidential Information.
- (b) The Contractor must ensure that each of its Personnel, directors, officers, employees or agents who will have access to the Confidential Information, keeps that information confidential.
- (c) Following termination of this agreement, the Contractor must:
  - (1) not use the Confidential Information at all;
  - (2) not disclose the Confidential Information at all to any person except as may be authorised in writing by Unified Security Group (Australia) Pty Ltd;
  - (3) ensure that any originals and any copies or extracts of the Confidential Information are returned to Unified Security Group (Australia) Pty Ltd or appropriately destroyed and in any event are kept confidential;
  - (4) if the Contractor has copied any Confidential Information to a computer disk (including a hard disk) or any similar electronic storage medium, permanently delete any such copy or record; and
  - (5) sign, execute or otherwise deal with any document necessary to give effect to this clause.

### 20.2 Acknowledgment

The Contractor acknowledges that a breach of the obligations under this clause will be considered a serious breach of this agreement.

### 20.3 Survival

The Contractor's obligations under this clause survive the termination or expiry of this agreement and continue indefinitely.

# 21 Privacy

The parties agree that they will take all steps necessary to comply with their obligations under applicable privacy and/or data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information.

# 22 Termination

# 22.1 Termination by Unified Security Group

This agreement may be terminated by Unified Security Group (Australia) Pty Ltd:

- (a) at any time by giving 10 Business Days notice to the Contractor; or
- (b) with notice if:
  - (1) the Contractor breaches this agreement and, in Unified Security Group (Australia) Pty Ltd's reasonable opinion, the breach:
    - (A) cannot be remedied; or
    - (B) can be remedied, but the Contractor does not remedy it within 5 Business Days after Unified Security Group (Australia) Pty Ltd gives the Contractor notice of the breach;
  - (2) there is a failure by the Contractor to meet the KPIs over [3] successive months;
  - (3) the Contractor enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
  - (4) the Contractor ceases, or threatens to cease, to carry on business;
  - (5) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Contractor's assets or undertakings, an application or order is made for the winding up or dissolution of the Contractor, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Contractor, except for the purpose of an amalgamation or reconstruction which has Unified Security Group (Australia) Pty Ltd's consent; or
  - (6) the Contractor fails to take out or maintain the insurances required under clause 14.

### 22.2 Unified Security Group (Australia) Pty Ltd's obligations on termination

If Unified Security Group (Australia) Pty Ltd terminates this agreement under clauses 22.1(a) or 22.1(b), Unified Security Group (Australia) Pty Ltd is only liable for:

- (a) payment for the Services provided to the date of termination; and
- (b) if the termination is under clause 22.1(a), any reasonable costs incurred by the Contractor which are directly attributable to the termination.

# 22.3 The Contractor's obligations on termination

On termination of this agreement, the Contractor must return to Unified Security Group (Australia) Pty Ltd all property of Unified Security Group (Australia) Pty Ltd including:

(a) all Confidential Information; and

(b) all other books, documents, papers, materials, software and keys in the Contractor's possession.

# 23 Dispute resolution

### 23.1 Notice of dispute

If any dispute or difference arises between the parties in respect of any matter under this agreement, then either party may give the other a notice of dispute which must:

- (a) state that it is a notice given under this clause: and
- (b) set out in reasonable detail the particulars of the matter in dispute.

### 23.2 Confer to resolve the dispute

Within 5 Business Days of the receipt of a notice of dispute, the parties must promptly commence discussions to attempt in good faith to resolve the dispute.

### 23.3 Refer dispute to Senior Executives

- (a) If the parties do not resolve the dispute in accordance with clause 23.2 within 10 Business Days of the date of the notice referred to in that clause, then either party may request that the dispute be considered by the Senior Executives of each party.
- (b) On a request being made under clause 23.3(a), the Senior Executives of each party must promptly commence discussions to attempt in good faith to resolve the dispute without resorting to any formal proceeding.

# 23.4 Referral to mediation

- (a) If the parties do not resolve the dispute in accordance with clause 23.3 within 10 Business Days of the date of the request referred to in that clause, then either party may request the President of the Law Society of New South Wales to appoint an independent mediator to assist the parties to resolve the dispute.
- (b) The mediation will be conducted in accordance with the rules of mediation of the Law Society of New South Wales in relation to the procedures to be adopted and the process of selection of the mediator.
- (c) The parties agree to bear the mediator's costs equally and each agree to bear their own costs in relation to mediation.

### 23.5 Dispute resolution procedure binding

- (a) Subject to clause 23.5(a), compliance with this clause 23 is a condition precedent to a party's entitlement to commence legal proceedings in relation to a dispute.
- (b) This clause 23 does not apply to a dispute in which a party seeks urgent interlocutory relief.

### 23.6 Survival

This clause survives termination or expiry of this agreement.

# 24 General

### 24.1 Costs and expenses

Each party will pay its own costs and expenses in connection with the preparation of this agreement.

### 24.2 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

### 24.3 Waivers

- (a) Waiver of any right arising from a breach of this agreement or of any right, power, authority, discretion or remedy arising upon default under this agreement must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in the exercise of a right arising from a breach of this agreement or a right, power, authority, discretion or remedy created or arising upon default under this agreement does not result in a waiver of that right, power, authority, discretion or remedy.

### 24.4 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

# 24.5 Assignment

- (a) The Contractor must not assign its rights and obligations under this agreement without the consent of Unified Security Group (Australia) Pty Ltd.
- (b) Unified Security Group (Australia) Pty Ltd may assign its rights and obligations under this agreement at any time without the Contractor.

### 24.6 Entire agreement

This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

# 24.7 Prohibition and Enforceability

Where any clause of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

### 24.8 Counterparts

This agreement may be executed in counterparts.

### 24.9 Notices

Any notice or other communication including any request, demand, consent or approval, to or by a party to this agreement:

- (a) must be in legible writing and in English addresses as shown below:
  - (1) if to Unified Security Group (Australia) Pty Ltd:

Address: 2131	534 Parramatta Road, Ashfield New South Wales
Attention:	Karl Leitner
Email:	Karl@unifiedsecurity.com.au
if to the Con	teastary

(2) if to the Contractor:

Address:749 Heidelberg Road AlphingtonAttention:Matt LombardoEmail:mattlombardo@acostsecurity.com.au

- (b) Any notice or other communication is deemed to be given and received:
  - (1) if delivered to the authorised person's address on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (2) if sent by pre-paid post, on the  $3^{rd}$  Business Day after posting; and
  - (3) if sent by facsimile or electronic mail, and a correct, complete and successful transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

# Schedule 1

Item 1	<b>Commencement Date:</b> (clause 1.1)	30 <sup>th</sup> 1	March 2020	
Item 2	Initial Term: (clause 1.1)	Fixed term Contract 30 <sup>th</sup> June 2020		
Item 3	Further Term: (clause 1.1)	TBA dependent of Operational legenth		
Item 4	Hourly Rate: (clause 1.1)	See si	te specific files	
Item 5	Insurances: (clause 14.1)	(a)	Registered for Workers' Compensation Insurance Common Law Liability in Victoria;	
		(b)	Public Liability Insurance for an amount not less than	
		(d)	Third Party Property Damage Insurance for an amount not less than	
Item 6	Senior Executives: (clause 1.1)	Unifi	ed Security Group:	
		Karl Leitner		
		General Manager		
		Contractor:		
		Ascot Security		
			Lombardo	
		Chief	Executive Officer	

# Schedule 2 - Services Rates

Services includes such Security Services as are requested from time to time by Unified Security Group (Australia) Pty Ltd of the Contractor in relation to Customers.

"Security Services" includes, but are not limited to, patrol services, alarm response services, mobile patrols.

Day	Night	Saturday	Sunday	P/H

Note: Any additional rates to be discussed prior to engagement

# Schedule 3 – KPIs

# Part A - KPIs

- COVID19 Online Training
- Deed of Confidentiality
- Assignment instruction
- Unified induction
- Adhere to PPE requirements

# Part B – Failure to achieve KPIs

In line with Service Agreement Failures

# Executed as an agreement:

**Signed** for **Unified Security Group (Australia) Pty Ltd** by its representative in the presence of

Witness

Nigel Coppick Name (please print)

**Signed** for [the Contractor] by its representative in the presence of:

Witness

Name (please print)

Kthe

Representative

Karl Leitner Name (please print)

Representative

MBARADO М

Name (please print)

USG.0001.0001.4042



# **Provision of Services Agreement**

Unified Security Group (Australia) Pty Ltd ABN 81 1389 763 97

and

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Sterling Pixxel Pty Ltd ABN 18 625 478 266

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# This provision of services agreement

is made on the 12<sup>th</sup> day of March 2020 between the following parties:

- Unified Security Group (Australia) Pty Ltd ABN 81 1389 763 97 of 534 Parramatta Road, Ashfield, New South Wales
- Sterling Pixxel Pty Ltd ABN 18 625 478 266 of Unit 433/189B South Centre Road, Tullamarine 3043 (Contractor)

### Recitals

- A. Unified Security Group carries on the business of supplying security services and other services to its Customers.
- B. The Contractor carries on the business of providing labour services and other services to its customers.
- C. Unified Security Group wishes to engage the Contractor to provide the Services, and the Contractor has agreed to accept the engagement, on the terms of this agreement.

### The parties agree

in consideration of, among other things, the mutual promises contained in this agreement:

# **1** Definitions and interpretation

### 1.1 Definitions

In this agreement:

**Business Day** means a day that is not a Saturday, Sunday or gazetted public holiday in Sydney, New South Wales;

Customer means a customer or client of Unified Security Group (Australia) Pty Ltd;

**Confidential Information** means all and any confidential information relating to the business of Unified Security Group and that of Customers and includes:

- (a) any document, book, account, process, computer program, patent, specification, drawing, design, or know-how of Unified Security Group (Australia) Pty Ltd;
- (b) all software owned or licensed by Unified Security Group (Australia) Pty Ltd;
- (c) all analyses, compilations, data, studies and reports of Unified Security Group (Australia) Pty Ltd;

- (d) technical details of any work undertaken by Unified Security Group (Australia) Pty Ltd;
- (e) details of all contracts, projects or work being undertaken by or involving Unified Security Group (Australia) Pty Ltd or a Customer;
- (f) details of all internal management practices and procedures of Unified Security Group;
- (g) details of the finances of Unified Security Group (Australia) Pty Ltd or a Customer;
- (h) the Fee, benefits and other payments made by Unified Security Group (Australia) Pty Ltd to the Contractor;
- (i) details of any products developed by Unified Security Group (Australia) Pty Ltd; and
- (j) details of all marketing strategies, customer information and sales databases of Unified Security Group (Australia) Pty Ltd,

but does not include information which is lawfully in the public domain;

**Commencement Date** means the date in Item 1 of schedule 1;

**Fee** means the amount calculated by multiplying the Hourly Rate in respect of each of the Personnel by the number of hours the Personnel is engaged by the Contractor to perform the Services;

Further Term means the period referred to in Item 3 of schedule 1;

**GST** means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

**GST Law** means the law applying to the taxation of goods and services under *A* New Tax System (Goods and Services Tax) Act 1999 (Cth);

Hourly Rate means the rate specified in Item 4 of schedule 1;

Initial Term means the period referred to in Item 2 of schedule 1;

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

Item means a numbered item in schedule 1;

KPIs means the key performance indicators specified in part A of schedule 3;

**Services** means making available the Personnel, as and when requested by Unified Security Group (Australia) Pty Ltd, for the performance of the duties described in schedule 2 and any other duties agreed by the parties in writing from time to time;

**Personnel** means employees of the Contractor provided in the performance of the Services;

Senior Executives means each of the persons referred to in Item 6 of schedule 1;

**Tax Invoice** has the same meaning as in the GST Law and includes any document or record treated by the Commissioner of Taxation as a tax invoice;

**Term** means the term of this agreement as described in clause 2.1, and where appropriate, any extension under clause 2.2;

#### 1.2 Interpretation

In this agreement, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (d) a reference to a clause, party, or schedule is a reference to a clause of, a party and schedule to, this agreement and a reference to this agreement includes any schedule;
- (e) specifying anything in this agreement after the words "include" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (f) a reference to a party to a document includes that party's successors and permitted assigns;
- (g) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (h) a reference to a statute, regulation, proclamation, ordinance or by laws includes all statutes, regulations, proclamations, ordinances or by laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issues under that statute; and
- (i) a reference to a document or agreement includes all amendments or supplements to or replacements or novations of, that document or agreement.

# 2 Term

### 2.1 Term

This agreement commences on the Commencement Date and continues in full force and effect until expiry of the Initial Term, subject to:

- (a) any earlier termination of this agreement; and
- (b) any extension under clause 2.2.

### 2.2 Extension of Term

(a) Unified Security Group (Australia) Pty Ltd may, on two occasions, elect to extend this agreement for the Further Term by giving notice to the

Contractor not less than 30 days before the Term (including, as applicable a Further Term) expires.

(b) On Unified Security Group (Australia) Pty Ltd giving notice under clause 2.2(a), the Term is extended for the Further Term.

# 3 Services

### 3.1 **Provision of Services**

During the Term, the Contractor will provide the Services to Unified Security Group (Australia) Pty Ltd in accordance with the KPIs.

### 3.2 Directions

The Contractor will instruct its Personnel to act in accordance with the reasonable directions of Unified Security Group (Australia) Pty Ltd.

### 3.3 Personnel remain employees of the Contractor

No Personnel becomes the employee or sub-contractor of Unified Security Group (Australia) Pty Ltd by reason of this agreement or the provision of the Services.

# 4 Contractor's obligations

In performing its obligations under this agreement, the Contractor must:

- (a) at all times act, and must use its best endeavours to ensure that all its Personnel act:
  - (1) lawfully;
  - (2) with due care, skill and diligence and with a high level of personal and professional standards and ethics;
  - (3) in a courteous and presentable manner and not aggressively towards Unified Security Group (Australia) Pty Ltd, any Customer or the public generally; and
  - (4) promptly and to industry standards;
- (b) ensure that all Personnel engaged in the performance of the Services are appropriately qualified and hold all applicable licences, authorisations and consents necessary to perform the Service including the right to work in Australia;
- (c) ensure that, during the performance of the Services, its Personnel:
  - (1) do not have a blood alcohol reading in excess of 0.00% or be under the influence of drugs that impair in any respect the ability of the Contractor or the Personnel to perform the Services; and
  - (2) are fit to work and to perform the Services.

- (d) comply with, and ensure that its Personnel comply with the professional work standard and guidelines set out in the standard operating procedures of Unified Security Group (Australia) Pty Ltd (as amended from time to time);
- (e) comply with any time limits provided by Unified Security Group (Australia) Pty Ltd in relation to the obligations of the Contractor under this agreement;
- (f) provide to Unified Security Group (Australia) Pty Ltd such contact details as Unified Security Group (Australia) Pty Ltd requires, including but not limited to a mobile telephone number on which the Contractor can be contacted 24 hours a day, 7 days a week;
- (g) ensure that the Contractor and its Personnel are not a party to any act or thing prejudicial to the goodwill, commercial reputation or overall public image of Unified Security Group (Australia) Pty Ltd. In this regard the Contractor is required to maintain and apply appropriate workplace, social media and communication policies;
- (h) ensure that the performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation; and
- (i) promptly account to Unified Security Group (Australia) Pty Ltd for any money or benefits received from third parties as a result of providing the Services;
- (j) promptly comply with any reasonable request by Unified Security Group (Australia) Pty Ltd for an oral or written report on any aspect of the Services;
- (k) provide Unified Security Group (Australia) Pty Ltd (unless agreed otherwise) with completed time sheets for the hours undertaken by Personnel of the Contractor in providing the Services each week. The time sheet for each of the Personnel must be signed off by the Personnel and by the Contractor and be submitted to Unified Security Group (Australia) Pty Ltd on a weekly basis; and
- (l) ensure that all communication with a Customer of Unified Security Group (Australia) Pty Ltd in relation to material aspects of the Services (including pricing) is carried out exclusively by Unified Security Group except where Unified Security Group (Australia) Pty Ltd otherwise directs in writing. For the avoidance of doubt, nothing in this clause 4(l) prevents the Contractor from communicating with a Customer regarding the day-today aspects of the Services.

# 5 Fees and invoicing

### 5.1 Fee

Unified Security Group (Australia) Pty Ltd must pay the Fees to the Contractor in respect of the Services.

# 5.2 Invoicing

The Contractor:

- (a) must make a claim for payment at fortnightly intervals; and
- (b) must issue an invoice to Unified Security Group (Australia) Pty Ltd within 7 days of the end of each fortnight for Services performed from the date of the proceeding payment claim to that day (except in respect of the first payment claim which is to be for Services performed from the commencement of the Services)

# 5.3 Payment

Unified Security Group must pay the amount stated in the Contractor's invoice issued under clause 5.2 within 10 Business Days of the date Unified Security Group (Australia) Pty Ltd receives that invoice.

### 5.4 Failure to achieve KPIs

- (a) If the Contractor fails to achieve any or all of the KPIs, the Fee will be altered in accordance with part B of schedule 3.
- (b) The parties acknowledge and agree that:
  - (1) the basis of determining the deductions described in part B of schedule 3:
    - (A) has been determined by Unified Security Group (Australia) Pty Ltd in good faith; and
    - (B) is a genuine pre-estimate of the anticipated or actual loss or damage Unified Security Group (Australia) Pty Ltd may suffer if the Contractor fails to achieve any or all of the KPIs;
  - (2) each party wishes to avoid the difficulties of proof of damages in connection with failing to achieve any or all of the KPIs; and
  - (3) the deductions to be made in accordance with subclause (a) are reasonable and not intended as a penalty.
- (c) Except for:
  - (1) Unified Security Group (Australia) Pty Ltd's right to terminate this agreement in accordance with clause 22.1(b)(2); and
  - (2) Unified Security Group (Australia) Pty Ltd's right to indemnity in the circumstances described in clause 11.2,

deductions from the Fee as described in subclause (a) is Unified Security Group (Australia) Pty Ltd's exclusive remedy for the Contractor's failure to achieve the KPIs.

### 5.5 Set-off

Unified Security Group (Australia) Pty Ltd may deduct from amounts due to the Contractor any amounts due from the Contractor to Unified Security Group (Australia) Pty Ltd whether under, or in connection with, this agreement or otherwise.

### 5.6 Time bar

Without limiting the Contractor's obligations under clause 5.2, Unified Security Group (Australia) Pty Ltd will not be liable to the Contractor for, and the Contractor must not invoice Unified Security Group (Australia) Pty Ltd for, any Fees in respect of Services performed more than 3 months prior to the date the Contractor makes a claim for payment.

# 6 Health and safety risks

- (a)
- (b) In providing the Services, the Contractor agrees to:
  - (1) apply all relevant occupational health and safety standards and policies of Unified Security Group (Australia) Pty Ltd to ensure that the Contractor, its Personnel and any other persons are not exposed to any hazards or risks so far as practicable;
  - (2) comply fully with any relevant minimum exposure standards set by relevant occupational health and safety authorities;
  - (3) comply fully with all other health and safety requirements specified in any relevant laws, including to those provided for in the occupational health and safety legislation of the relevant State or Territory, and any ordinances, regulations or orders made pursuant to such legislation as well as all approved codes of practice, Australian Standards and industry standards; and
  - (4) cooperate fully with all requests for information in relation to health and safety issues as required by Unified Security Group (Australia) Pty Ltd, including providing information and reports in relation to any hazards or incidents that occur.

# 7 Personnel

# 7.1 Uniforms

- (a) The Contractor must, , ensure that its Personnel at all times during the performance of the Services, wear those items of identification or uniforms (Uniforms) as are supplied by Unified Security Group (Australia) Pty Ltd to the Contractor. To this end the Contractor must pay Unified Security Group (Australia) Pty Limited a deposit amount, representing the costs of the uniforms. Unified Security Group (Australia) Pty Limited may apply set off for the payment of the deposit amount by the Contractor from monies due and payable to the Contractor pursuant to this Agreement.
- (b) The Contractor must maintain a register of the Uniforms provided to Personnel by Unified Security Group (Australia) Pty Ltd.
- (c) Upon any member of Personnel ceasing to be engaged by the Contractor and upon termination or expiry of this agreement, the Contractor must ensure that all Uniforms are returned to Unified Security Group (Australia) Pty Ltd in the same condition as they were in when provided by Unified

Security Group (Australia) Pty Ltd, fair wear and tear excepted. Subject to clause (d) below, Unified Security Group (Australia) Pty Limited will, upon receipt of the returned uniforms, repay the deposit amount to the Contractor.

- (d) The Contractor is liable for the costs of replacing any Uniforms which are either not returned or returned in a condition other than that described in paragraph (c) and any such amount (to be determined at the sole discretion of Unified Security Group (Australia) Pty Limited) will be deducted from the deposit amount to be repaid to the Contractor.
- (e) Without limiting Unified Security Group (Australia) Pty Ltd's rights under clause 5.4, the Contractor must pay the cost of replacing such Uniforms on written demand from Unified Security Group (Australia) Pty Ltd.

### 7.2 Removal and replacement

- (a) It is acknowledged by the parties that Customers of Unified Security Group (Australia) Pty Ltd may from time to time, request Unified Security Group (Australia) Pty Ltd to remove or replace a Personnel provided by the Contractor to perform the Services to the Customer. In such an event, Unified Security Group (Australia) Pty Ltd may inform the Contractor of such a Customer request and the reasons for the request. The Contractor acknowledges that such a Customer request reflects poorly on Unified Security Group (Australia) Pty Ltd and must therefore take immediate steps to remove the Personnel and allocate Personnel to the Customer, that is or will be acceptable to the Customer.
- (b) The Contractor acknowledges and agrees that nothing in this agreement requires or compels Unified Security Group (Australia) Pty Ltd to request from the Contractor an alternative Personnel to replace a Personnel removed in accordance with paragraph (a).

# 8 Keys and Access Passes

The Contractor must:

- (a) retain in safe keeping at all times keys, passes, access codes or any other forms of access (Forms of Access) to premises owned by Customers which are obtained by or provided to the Contractor or its Personnel in connection with this agreement;
- (b) promptly replace, at its cost, any Forms of Access which the Contractor or its Personnel have mislaid or lost or which are stolen; and
- (c) if required by Unified Security Group (Australia) Pty Ltd or any customer of Unified Security Group (Australia) Pty Ltd, promptly arrange, at the Contractors cost and expense, for the replacement, recording or reprogramming of the equipment, hardware or software, locking equipment or locks which were accessed by the lost, mislaid or stolen Forms of Access.

# 9 Place of supply of Services

The Contractor will provide the Services to Unified Security Group (Australia) Pty Ltd at such places as Unified Security Group (Australia) Pty Ltd may direct.

# 10 Legal relationship

- (a) The legal relationship between Unified Security Group (Australia) Pty Ltd and the Contractor is that of principal and independent contractor. Neither the Contractor nor any Personnel, employee or agent of the Contractor is to be deemed to be an employee, agent or partner of Unified Security Group (Australia) Pty Ltd.
- (b) Nothing in this agreement will be taken or is intended to be taken to give rise to an employment relationship between Unified Security Group (Australia) Pty Ltd and the Contractor or Unified Security Group (Australia) Pty Ltd and the Personnel.

# 11 Liability and indemnity

# 11.1 The Contractor's liability

The Contractor acknowledges that, as an independent contractor, it is responsible for the cost of providing the Services and for any loss or damage to any third party arising out of or in connection with the provision of the Services including any acts or omissions of the Contractor's Personnel, employees or agents.

# 11.2 Indemnity

- (a) The Contractor will indemnify Unified Security Group (Australia) Pty Ltd against all liability, loss and damage (including legal costs on a full indemnity basis) that may be incurred or suffered by Unified Security Group (Australia) Pty Ltd arising out of or in connection with:
  - (1) the performance of the Services; or
  - (2) any act or omission of a Personnel, employee or agent of the Contractor in connection with or arising out of this agreement; or
  - (3) any breach of the Contractor's obligations as set out at clause 4 of this Agreement.
- (b) The Contractor will indemnify Unified Security Group (Australia) Pty Ltd against all liability, loss and damage (including legal costs and expenses on a full indemnity basis) that may be incurred or suffered by Unified Security Group (Australia) Pty Ltd as a result of a Personnel, employee or agent of the Contractor being held or deemed to be or have been an employee of Unified Security Group (Australia) Pty Ltd, except to the extent Unified Security Group (Australia) Pty Ltd has contributed to this by its own actions or omissions.
- (c) The Contractor will indemnify Unified Security Group (Australia) Pty Ltd in respect of:

- (1) any payment Unified Security Group (Australia) Pty Ltd is required to make in respect of; and
- (2) any loss or damage (including any fine or penalty) Unified Security Group (Australia) Pty Ltd suffers, incurs or is liable for, arising from or in connection with the failure to pay or late payment of,

any of the items which are the Contractor's responsibility under clauses 13.3, 13.4 and 14.

### 11.3 Survival

This subclause survives the termination or expiry of this agreement.

# **12** Contractor obligations under the Fair Work Act 2009

- 12.1 During the term of the Agreement, the Contractor must notify Unified Security Group (Australia) Pty Ltd in the event of material change to any of the information provided to the Unified Security Group (Australia) Pty Ltd during or in connection with the tender process, including but not limited to information about its workplace policies and practices, compliance with its obligations under the Fair Work Act 2009 and Fair Work Regulations 2009 and contract management practices.
- 12.2 During the term of the Agreement, the Contractor must comply, and take all reasonable steps to ensure that it (and its subcontractors, if any) comply, with all applicable obligations under the Fair Work Act 2009 and Fair Work Regulations 2009.
- 12.3 Within 30 days of the commencement of this Agreement, the Contractor will communicate the following information to its Personnel (and as far as practicable to all of the employees of its subcontractors, if any):
  - a) A specified representative of the Contractor that employees, including employees of subcontractors, are invited to contact if the employees have any concern about the payment of wages, loadings, allowances and penalties owed to them for any work performed during the term of the Contract; and
  - b) Where to access further information about workplace rights and entitlements including www.fairwork.gov.au or the Fair Work Infoline 13 13 94.
- 12.4 During the term of the Agreement, the Contractor must provide the Unified Security Group (Australia) Pty Ltd with any information that the Unified Security Group (Australia) Pty Ltd reasonably requires to confirm that the Contractor is complying, and as far as practicable that its subcontractors are complying (if any), with all applicable obligations under the Fair Work Act 2009 and Fair Work Regulations 2009.
- 12.5 During the term of the Agreement, the Contractor will undertake audits every 12 weeks to determine that the correct wages, loadings, allowances and penalties have been paid to its employees, and the Contractor will rectify any underpayments within 14 days of identifying the underpayment.

- 12.6 During the term of the Agreement, the Contractor must inform the Unified Security Group (Australia) Pty Ltd of any:
  - a) compliance action taken by the Fair Work Ombudsman, including but not limited to penalty infringement notices, compliance notices, enforceable undertakings, proactive compliance deeds or court orders; or
  - b) the court orders; arising from non-compliance with the Fair Work Act 2009 or Fair Work Regulations 2009 by the Contractor, and any remedial action that the Contractor is required to take, has taken or proposes to take as a result of the compliance action or court order.
- 12.7 During the term of the Agreement, the Contractor must actively and cooperatively participate in all compliance activities associated with its obligations under the Fair Work Act 2009 and Fair Work Regulations 2009, including but not limited to participating in investigations of workplace complaints and audits undertaken by the Fair Work Ombudsman or other regulatory agencies.
- 12.8 The Contractor must not subcontract or assign the Agreement or any part of it without the written approval of the Unified Security Group (Australia) Pty Ltd.
- 12.9 The Contractor must ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations under this clause 12.
- 12.10 The Contractor must commit all necessary resources, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the requirements of this clause 12.
- 12.11 The Unified Security Group (Australia) Pty Ltd reserves the right to terminate the Contract in the event that the Contractor fails to comply with any of the above clauses.

# 13 Responsibility for leave, other benefits, taxes and superannuation

### 13.1 The Contractor's responsibility

The parties acknowledge and agree that the Contractor will:

- (a) continue to pay directly to the Personnel all salary and other related employment benefits including, if applicable, superannuation contributions and entitlements to annual leave, long service leave, bereavement leave, personal leave or other leave; and
- (b) if applicable, comply with all legislative requirements which arise as a result of the employment of the Personnel including workers' compensation insurance, PAYG withholding tax, fringe benefits tax and payroll tax.

# 13.2 Principals responsibility

Unified Security Group (Australia) Pty Ltd has no responsibility to the Contractor or any of the Personnel or agents in respect of remuneration, other related employment benefits or compliance with legislative requirements in relation to employees.

#### 13.3 Tax payments

The Contractor acknowledges that it is responsible for payment of all taxes and taxation obligations, in respect of the performance of the Services including those relating to payment of the Fee.

#### 13.4 Superannuation

The Contractor acknowledges that:

- (a) it is responsible for payment of superannuation for any person employed by the Contractor, including any Personnel; and
- (b) neither the Contractor nor any of its Personnel, employees or agents are entitled to any superannuation contributions from Unified Security Group (Australia) Pty Ltd.

# 14 Insurances

#### 14.1 Contractor's Insurance

The Contractor must take out, keep current, and produce to Unified Security Group (Australia) Pty Ltd annually and upon request, evidence of appropriate:

- (a) **workers' compensation insurance** in respect of employees provided by the Contractor to perform the Services, in accordance with the applicable law and for common law liability for an amount not less than the amount set out in Item 5 of schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (b) **public liability insurance** for an amount of not less than the amount set out in Item 5 of schedule 1 for any one occurrence and unlimited as to the number of occurrences; and
- (c) **motor vehicle comprehensive or third party property damage insurance** for an amount not less than the amount set out in Item 5 of schedule 1 for any single occurrence and unlimited as to the number of occurrences in respect of liability for all plant, equipment and motor vehicles owned or used by the Contractor or any employees engaged by the Contractor to perform the Services;
- (d) **any other insurance** as required by law.

#### 14.2 Costs of insurances

The Contractor is responsible for and must pay all premiums, excesses and deductibles on all of the insurances required to be effected and maintained under this agreement.

#### 14.3 Insurances primary

For the avoidance of doubt, the insurances contemplated by this agreement are primary and not secondary to the indemnities contained in this agreement.

# 15 Audit

#### 15.1 Contractor to permit audit

The Contractor must, upon Unified Security Group providing at least 5 Business Days prior notice, permit and provide Unified Security Group (Australia) Pty Ltd or its authorised agent supervised access to the Contractor's premises, books, records, documents, equipment and other property relevant to the performance of the Services to verify compliance by the Contractor of its obligations under this agreement.

### 15.2 Costs of audit

Unified Security Group (Australia) Pty Ltd is responsible for the direct costs incurred by it in relation to an audit conducted pursuant to clause 15.1.

# 16 No solicitation

#### 16.1 Definitions

In this agreement:

**Contractor Group** means the Contractor and each of its related bodies corporate and **Contractor Group Member** means any member of the Contractor Group;

**Restricted Period** means the period from Commencement Date up to the expiration of:

- (a) 12 months from the expiry or termination of the agreement;
- (b) 9 months from the expiry or termination of the agreement;
- (c) 6 months from the expiry or termination of the agreement;
- (d) 3 months from the expiry or termination of the agreement.

#### 16.2 No solicitation of Customers

During the Term and for Restricted Period, the Contractor must not approach, and must procure that no other Contractor Group Member approaches, (either solely or jointly with any other person and in any capacity whatsoever) any person whom the Contractor is aware is a Customer of Unified Security Group (Australia) Pty Ltd for the purpose of persuading that person to cease doing business with Unified Security Group or reduce the amount of business that the Customer would normally do with Unified Security Group (Australia) Pty Ltd.

### 16.3 No solicitation of Unified Security Group employees

During the Term and for the Restricted Period, the Contractor must not approach or solicit, and must procure that no other Contractor Group Member approaches or solicits, any employee of Unified Security Group (Australia) Pty Ltd for the purpose of recruiting that person. This restriction does not apply where a person responds to an advertisement published by a Contractor Group Member that is targeted to a wide audience of potential applicants.

### 16.4 Severability

If any part of an undertaking in this clause 16 is unenforceable it may be severed without affecting the remaining enforceability of that or the other undertakings.

### 16.5 Acknowledgment

The Contractor acknowledges that all the prohibitions and restrictions contained in this clause 16 are reasonable and are given in consideration of the Fees payable by Unified Security Group (Australia) Pty Ltd to the Contractor under this agreement.

# 17 Warranties

### 17.1 Mutual Warranties

Each of Unified Security Group (Australia) Pty Ltd and the Contractor represents and warrants to the other that:

- (a) it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms;
- (b) it has full power to enter into and perform its obligations under this agreement and can do so without the consent of any other person; and
- (c) the execution, delivery and performance of this agreement complies with its constitution and other constituent documents and complies with any encumbrance or document which is binding on it.

# 17.2 Contractor additional warranties

The Contractor represents and warrants to Unified Security Group (Australia) Pty Ltd that:

- (a) it will comply with and observe all applicable laws relating to the performance of the Services and carrying out its obligations under this agreement;
- (b) it has obtained and will during the Term maintain all necessary approvals, authorisations, permits, licences and registrations which the Contractor is required to maintain under any applicable law in order to perform the Services in accordance with this agreement;
- (c) it will comply with all applicable industrial and workplace relations awards, agreements and legislations that apply to the Contractor in relation to the Personnel;

- (d) it will at all times provide the number of Personnel necessary to perform the Services; and
- (e) it and each Personnel have the skill, experience and expertise necessary to carry out the Services.

# 18 GST

### 18.1 Interpretation

Terms defined in the GST Law have the same meanings in this clause, unless provided otherwise in clause 1.1.

### 18.2 Adjustment for GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (b) To the extent that any supply made by the Contractor under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount equal to the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.

### **18.3** Tax Invoices and Adjustment Notes

The Contractor must issue a Tax Invoice or Adjustment Note to Unified Security Group (Australia) Pty Ltd in respect of the supply to which the GST relates in accordance with clause 5.2.

# 18.4 Reimbursements

Costs required to be reimbursed or indemnified under this agreement must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

# **19** Intellectual Property

# 19.1 Ownership

The Contractor acknowledges that at all times all Intellectual Property created by or on behalf of Unified Security Group (Australia) Pty Ltd, whether under this agreement or otherwise, is owned by Unified Security Group (Australia) Pty Ltd.

# 19.2 Use of facilities and resources

Without limiting the generality of this clause, all Intellectual Property created by the Contractor, whether with or without the knowledge of Unified Security Group (Australia) Pty Ltd, using the facilities or resources of Unified Security Group or the Confidential Information will be owned solely by Unified Security Group (Australia) Pty Ltd, notwithstanding that the creation of the Intellectual Property:

(a) is not within the scope of the Services;

- (b) is done by a Personnel in their own time; or
- (c) involved only partial use of Unified Security Group (Australia) Pty Ltd's facilities and/or resources or only partial use of the Confidential Information.

### **19.3 Assignment by Contractor**

- (a) The Contractor assigns to Unified Security Group (Australia) Pty Ltd all the Contractor's rights, title and interest in the Intellectual Property, including future Intellectual Property rights throughout the world, in all and any part of the subject matter created by or on behalf of Unified Security Group (Australia) Pty Ltd whether under this agreement or otherwise.
- (b) The Contractor must, at the Contractor's own expense, do all things necessary and execute all documents as and when reasonably required by Unified Security Group (Australia) Pty Ltd to vest in Unified Security Group (Australia) Pty Ltd all right, title and interest in the Intellectual Property.

#### 19.4 Acknowledgment

The Contractor acknowledges that a breach of the obligations under this clause will be considered a serious breach of the agreement.

#### 19.5 Survival

The Contractor's obligations under this clause survive termination of this agreement and continue on indefinitely.

# 20 Confidentiality

#### 20.1 Obligation of confidentiality

- (a) Without prejudice to any obligation of confidence which the law may impose on the Contractor, the Contractor must, in relation to all Confidential Information provided by Unified Security Group (Australia) Pty Ltd or otherwise obtained by the Contractor during the term of this agreement:
  - (1) use the Confidential Information solely to carry out the Services pursuant to this agreement;
  - (2) keep the Confidential Information secure and confidential at all times;
  - (3) disclose the Confidential Information only to persons:
    - (A) who need to know the Confidential Information to carry out functions or obligations for Unified Security Group (Australia) Pty Ltd; or
    - (B) who are authorised by Unified Security Group (Australia) Pty Ltd to obtain the Confidential Information;

- (4) not copy, duplicate or otherwise reproduce any documents containing the Confidential Information except as is necessary in fulfilling the Services pursuant to this agreement;
- (5) use the Contractor's best endeavours to protect the confidentiality of the Confidential Information; and
- (6) comply with all reasonable instructions given to the Contractor from time to time by Unified Security Group (Australia) Pty Ltd regarding the protection of the Confidential Information.
- (b) The Contractor must ensure that each of its Personnel, directors, officers, employees or agents who will have access to the Confidential Information, keeps that information confidential.
- (c) Following termination of this agreement, the Contractor must:
  - (1) not use the Confidential Information at all;
  - (2) not disclose the Confidential Information at all to any person except as may be authorised in writing by Unified Security Group (Australia) Pty Ltd;
  - (3) ensure that any originals and any copies or extracts of the Confidential Information are returned to Unified Security Group (Australia) Pty Ltd or appropriately destroyed and in any event are kept confidential;
  - (4) if the Contractor has copied any Confidential Information to a computer disk (including a hard disk) or any similar electronic storage medium, permanently delete any such copy or record; and
  - (5) sign, execute or otherwise deal with any document necessary to give effect to this clause.

### 20.2 Acknowledgment

The Contractor acknowledges that a breach of the obligations under this clause will be considered a serious breach of this agreement.

### 20.3 Survival

The Contractor's obligations under this clause survive the termination or expiry of this agreement and continue indefinitely.

# 21 Privacy

The parties agree that they will take all steps necessary to comply with their obligations under applicable privacy and/or data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information.

# 22 Termination

### 22.1 Termination by Unified Security Group

This agreement may be terminated by Unified Security Group (Australia) Pty Ltd:

- (a) at any time by giving 10 Business Days notice to the Contractor; or
- (b) with notice if:
  - (1) the Contractor breaches this agreement and, in Unified Security Group (Australia) Pty Ltd's reasonable opinion, the breach:
    - (A) cannot be remedied; or
    - (B) can be remedied, but the Contractor does not remedy it within 5 Business Days after Unified Security Group (Australia) Pty Ltd gives the Contractor notice of the breach;
  - (2) there is a failure by the Contractor to meet the KPIs over [3] successive months;
  - (3) the Contractor enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
  - (4) the Contractor ceases, or threatens to cease, to carry on business;
  - (5) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Contractor's assets or undertakings, an application or order is made for the winding up or dissolution of the Contractor, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Contractor, except for the purpose of an amalgamation or reconstruction which has Unified Security Group (Australia) Pty Ltd's consent; or
  - (6) the Contractor fails to take out or maintain the insurances required under clause 14.

# 22.2 Unified Security Group (Australia) Pty Ltd's obligations on termination

If Unified Security Group (Australia) Pty Ltd terminates this agreement under clauses 22.1(a) or 22.1(b), Unified Security Group (Australia) Pty Ltd is only liable for:

- (a) payment for the Services provided to the date of termination; and
- (b) if the termination is under clause 22.1(a), any reasonable costs incurred by the Contractor which are directly attributable to the termination.

### 22.3 The Contractor's obligations on termination

On termination of this agreement, the Contractor must return to Unified Security Group (Australia) Pty Ltd all property of Unified Security Group (Australia) Pty Ltd including:

(a) all Confidential Information; and

(b) all other books, documents, papers, materials, software and keys in the Contractor's possession.

#### 23 Dispute resolution

#### 23.1 Notice of dispute

If any dispute or difference arises between the parties in respect of any matter under this agreement, then either party may give the other a notice of dispute which must:

- (a) state that it is a notice given under this clause: and
- (b) set out in reasonable detail the particulars of the matter in dispute.

#### 23.2 Confer to resolve the dispute

Within 5 Business Days of the receipt of a notice of dispute, the parties must promptly commence discussions to attempt in good faith to resolve the dispute.

#### 23.3 Refer dispute to Senior Executives

- (a) If the parties do not resolve the dispute in accordance with clause 23.2 within 10 Business Days of the date of the notice referred to in that clause, then either party may request that the dispute be considered by the Senior Executives of each party.
- (b) On a request being made under clause 23.3(a), the Senior Executives of each party must promptly commence discussions to attempt in good faith to resolve the dispute without resorting to any formal proceeding.

#### 23.4 Referral to mediation

- (a) If the parties do not resolve the dispute in accordance with clause 23.3 within 10 Business Days of the date of the request referred to in that clause, then either party may request the President of the Law Society of New South Wales to appoint an independent mediator to assist the parties to resolve the dispute.
- (b) The mediation will be conducted in accordance with the rules of mediation of the Law Society of New South Wales in relation to the procedures to be adopted and the process of selection of the mediator.
- (c) The parties agree to bear the mediator's costs equally and each agree to bear their own costs in relation to mediation.

#### 23.5 Dispute resolution procedure binding

- (a) Subject to clause 23.5(a), compliance with this clause 23 is a condition precedent to a party's entitlement to commence legal proceedings in relation to a dispute.
- (b) This clause 23 does not apply to a dispute in which a party seeks urgent interlocutory relief.

#### 23.6 Survival

This clause survives termination or expiry of this agreement.

#### 24 General

#### 24.1 Costs and expenses

Each party will pay its own costs and expenses in connection with the preparation of this agreement.

#### 24.2 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

#### 24.3 Waivers

- (a) Waiver of any right arising from a breach of this agreement or of any right, power, authority, discretion or remedy arising upon default under this agreement must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in the exercise of a right arising from a breach of this agreement or a right, power, authority, discretion or remedy created or arising upon default under this agreement does not result in a waiver of that right, power, authority, discretion or remedy.

#### 24.4 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

#### 24.5 Assignment

- (a) The Contractor must not assign its rights and obligations under this agreement without the consent of Unified Security Group (Australia) Pty Ltd.
- (b) Unified Security Group (Australia) Pty Ltd may assign its rights and obligations under this agreement at any time without the Contractor.

#### 24.6 Entire agreement

This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

#### 24.7 Prohibition and Enforceability

Where any clause of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

#### 24.8 Counterparts

(2)

This agreement may be executed in counterparts.

#### 24.9 Notices

Any notice or other communication including any request, demand, consent or approval, to or by a party to this agreement:

- (a) must be in legible writing and in English addresses as shown below:
  - (1) if to Unified Security Group (Australia) Pty Ltd:

Address: 2131	534 Parramatta Road, Ashfield New South Wales
Attention:	Karl Leitner
Email:	Karl@unifiedsecurity.com.au
if to the Con	itractor:

Address:Unit 433/189BSouth Centre Road, Tullamarine3043Attention:Sam Aggarwal

Email: Sam@steringsecuritygroup.com.au

- (b) Any notice or other communication is deemed to be given and received:
  - (1) if delivered to the authorised person's address on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (2) if sent by pre-paid post, on the 3<sup>rd</sup> Business Day after posting; and
  - (3) if sent by facsimile or electronic mail, and a correct, complete and successful transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

Schedule 1				
Item 1	<b>Commencement Date:</b> (clause 1.1)	12 <sup>th</sup> 1	March 2020	
Item 2	<b>Initial Term:</b> (clause 1.1)	36 m	onths	
Item 3	Further Term: (clause 1.1)	TBA	dependent of Operational length	
Item 4	Hourly Rate: (clause 1.1)	See s	ite specific files	
Item 5	Insurances: (clause 14.1)	(a)	Registered for Workers' Compensation Insurance Common Law Liability in Victoria;	
		(b)	Public Liability Insurance for an amount not less than	
		(d)	Third Party Property Damage Insurance for an amount not less than	
Item 6	Senior Executives:	Unifi	ed Security Group:	
	(clause 1.1)	Karl I	Leitner	
		Gene	ral Manager	
		Contr	actor:	
		Sterling Pixxel Group		
		Sam	Aggarwal	
		Direc	tor	

### Schedule 2 - Services Rates

Services includes such Security Services as are requested from time to time by Unified Security Group (Australia) Pty Ltd of the Contractor in relation to Customers.

"Security Services" includes, but are not limited to, patrol services, alarm response services, mobile patrols.

Rates Effective 12<sup>th</sup> March to the 30<sup>th</sup> June 2020

Day	Night	Saturday	Sunday	P/H

Rates Effective 1<sup>st</sup> July 2020

Day	Night	Saturday	Sunday	P/H

Note: Any additional rates to be discussed prior to engagement

#### Schedule 3 – KPIs

#### Part A – KPIs

In line with Service requirement pertaining to service delivery via contractual arrangement

#### Part B - Failure to achieve KPIs

In line with Service Agreement Failures

## Executed as an agreement:

**Signed** for **Unified Security Group (Australia) Pty Ltd** by its representative in the presence of

Witness

Nigel Coppick Name (please print)

**Signed** for [the Contractor] by its representative in the presence of:

Witness

HARING Six GIt

Name (please print)

Kith

Representative

Karl Leitner Name (please print)

Representative

Name (please print)

Printed 17 July 2020 (9:33)

# **Re: Guard Information from Other Companies**

From: Matt Lombardo <mattlombardo@acostsecurity.com.au>

- To: Nigel Coppick <nigel@unifiedsecurity.com.au>
- **Cc:** danatwds@gmail.com, Mo Nagi <mo@unifiedsecurity.com.au>, Karl Leitner <karl@unifiedsecurity.com.au>, John Lombardo <johnlombardo@acostsecurity.com.au>
- **Date:** Sat, 20 Jun 2020 16:11:33 +1000

Hi Nigel,

Just a quick update.

Today we have met as a business to discuss the plans moving forward with our guard force. We've completed an interview with a Rostering Coordinator which I had worked with in my previous role. He has experience in the security industry which will be beneficial for us. We will be streamlining our guard force over the next 7-10 days and will aim to continually improve each fortnight.

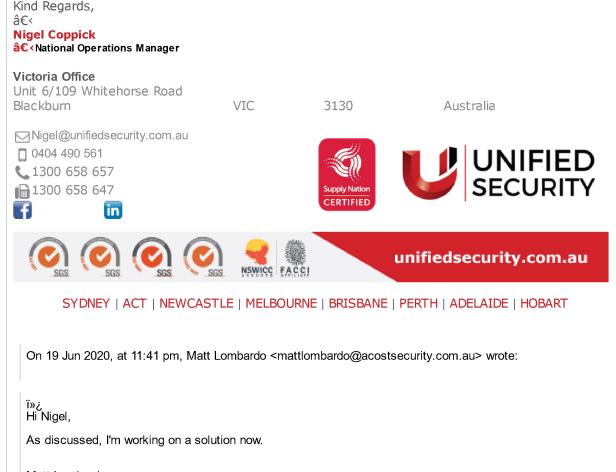
- \* We will progress with new employment applications from Monday 22 June
- \* From Monday 29 June, we will have a new team with increased awareness training and management
- \* We will have an ACOST Rostering Coordinator to assist and we are in the process of sourcing a new electronic rostering system

I was originally aiming to get a new team by this Monday but it is just logistically not feasible as we would have to rush it and would not be able to put the right checks and balances in place.

I will keep you updated with progress. Let me know if there is anything else I can do.

On 19 June 2020 at 23:42 Nigel Coppick <Nigel@unifiedsecurity.com.au> wrote:

Thank you the intelligence I have received will end our opportunity, hence my position



Matt Lombardo Chief Executive Officer

and

#### SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

On 19 Jun 2020, at 8:23 pm, Matt Lombardo <mattlombardo@acostsecurity.com.au> wrote:

j«ï

Hey guys,

I chased up guards to see who had worked at Stamford Plaza, finally got all details back. It's actually a bit of a strange situation. Through the grapevine, which you have probably heard, some people that have been asked to self quarantine are actually chasing up work with other contractors. I am getting communication out to my crew that anyone hired in the last fortnight should be scrutinised further with the background checks. Apparently these people can't afford to be out of work and that is why there are some guards trying to hide that they have worked at other sites.

Is there any news on the DJPR Team Leader from Marriott as he was apparently the Team Leader at Stamford Plaza too. There were also some AO's and DHHS people from Marriott that are quarantined as well. Would they let us know if we need to self quarantine if we have worked with these people?

- Guard Name
- \* Worked at Samford Plaza on 26 May and 2 June \* Not suffering COVID-19 symptoms .
- .
- \* worked at the Marriott on 08, 12, 13 & 14 June and had a COVID-19 test completed this week which returned negative results (attached). No shifts this week.

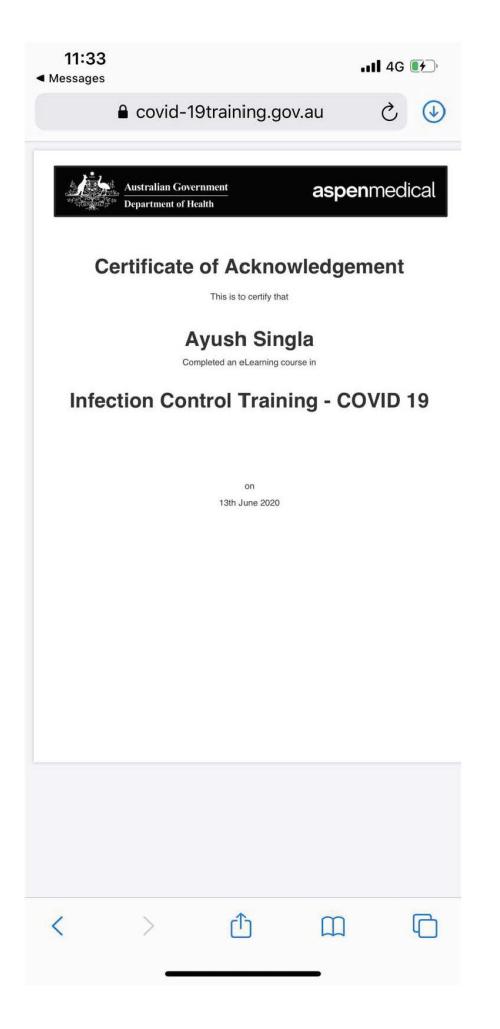
	Also
	<ul> <li>* Guard Name</li> <li>* Worked at Stamford Plaza on 5 and 6 June</li> <li>* Not suffering COVID-19 symptoms</li> <li>* worked at Novotel 10, 13 and 17 June, no shifts since then. Told to get tested and contact her other employer. Chasing her up to confirm test results but she will not return to work until cleared</li> </ul>
	Also
	<ul> <li>* Guard Name -</li> <li>* Worked at Stamford Plaza on 1 and 3 May</li> <li>* Worked at Rydges on 30 May. He isolated and cleared to work from 12 June (attached)</li> <li>* Not suffering COVID-19 symptoms</li> <li>* worked at Grand Chancellor 15, 17 and 18 June</li> </ul>
	Also
	<ul> <li>* Guard Name -</li> <li>* Worked at Mercure on 1, 3 and 4 June</li> <li>* Not suffering COVID-19 symptoms</li> <li>* More worked at Grand Chancellor on 11, 12, 13, 14 15 and no shifts this week</li> </ul>
	Let me know if you need anything else.
	<image.png></image.png>
	<320203506749_Letter_Clearance_Contact_of_Outbreak.pdf>
1	

Matt Lombardo Chief Executive Officer ACOST Security Services

- T: 1300 557 690
- M: 0418 127 861
- E: mattlombardo@acostsecurity.com.au











Australian Government

aspenmedical

# **Certificate of Acknowledgement**

This is to certify that

# Harkamal Singh

Completed an eLearning course in

# **Infection Control Training - COVID 19**

on

28th March 2020

# PPE Advice for Hotel-Based Security Staff and AOs

From:	REDACTED
To:	Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>
Cc:	Rachaele May (DED ITR) ≤rachaele e may@agriculture vic gov au>. Pam Williams (DHHS) REDACTED
	Melody Bush (DHHS) REDACTED
Date:	Tue, 12 May 2020 22:49:48 +1000
Attachments:	90. PPE Advice for hotel Security & AOs (1).pdf (111.43 kB)

Hi Nigel,

As promised at our meeting this afternoon, please see attached the PPE Advice for hotel security & AOs which provides recommendations for PPE use according to type of activity being undertaken.

As mentioned today please don't hesitate to contact the DHHSOpSoteriaEOC generic inbox if you have any queries or would like to escalate any issues through to us.

The inbox is REDACTED

Thanks once again for your support today.

Kind regards

REDACTED			

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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	<b>Client PPE required</b>
Hotel Lobby (accepting deliveries and checking/greeting people) Perform hand hygiene before and after every client contact	Able to maintain physical distance of at least 1.5 metres	<ul><li>No PPE</li><li>Hand hygiene</li></ul>	Not applicable
Hotel Lobby When new guests are arriving for the commencement of their	Able to maintain physical distance of at least 1.5 metres	<ul><li>No PPE</li><li>Hand hygiene</li></ul>	<ul> <li>Client to wear surgical face mask if tolerated</li> <li>Hand hygiene</li> </ul>
quarantine Perform hand hygiene before and after every client contact	• 1.5 metre physical distance is <b>not feasible</b>	<ul><li>Surgical mask</li><li>Hand hygiene</li></ul>	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><li>No PPE</li><li>Hand hygiene</li></ul>	No PPE / Not applicable
Doorway indirect contact by security Perform hand hygiene before and after every	<ul> <li>Any doorway visit:</li> <li>Able to maintain physical distance of at least 1.5 metres</li> </ul>	<ul><li>No PPE</li><li>Hand hygiene</li></ul>	No PPE
client contact	<ul> <li>Any doorway visit:</li> <li>1.5 metre physical distance is not feasible</li> </ul>	<ul><li>Surgical mask</li><li>Hand hygiene</li></ul>	<ul> <li>Client to wear surgical face mask if tolerated</li> <li>Hand hygiene</li> </ul>



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	Able to maintain 1.5 metres     physical distance	<ul><li>No PPE</li><li>Hand hygiene</li></ul>	Client to wear surgical face mask if tolerated
Perform hand hygiene before and after every client contact	1.5 metre physical distance is <b>not feasible</b>	<ul><li>Surgical mask</li><li>Hand hygiene</li></ul>	<ul> <li>Hand hygiene</li> <li>Advised not to touch anything on the way out/down</li> </ul>

## 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 snuggly 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.

# **RE: PPE Advice for Hotel-Based Security Staff and AOs**

From:	REDACTED	
To:	Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>	
Cc:	Recharde May (DED ITR)       Personal Information       @agriculture.vic.gov.au>, Pam Williams (DHHS)         REDACTED       DHHSOpSoteriaEOC       REDACTED         Bush (DHHS)       REDACTED       Tim Fry (DHHS	Melody , Lauren Bourke
Date:	(DHHS) <u><b>REDACTED</b></u> Wed, 13 May 2020 16:05:48 +1000	

Hi Nigel, thanks for your response, I will forward your feedback to our Commander. It should be noted the advice provides recommendations for PPE use and doesn't preclude organisations from implementing stricter measures if warranted.

Kind regards	
REDACTED	
From: Nigel Coppick <nigel@unifiedsecurity.com.au> Sent: Tuesday, 12 May 2020 11:17 PM</nigel@unifiedsecurity.com.au>	
To: REDACTED Cc: Rachaele May (DEDJTR) Personal Information	re.vic.gov.au>; Pam Williams (DHHS)
REDACTED DHHSOpSoteriaEOCR	EDACTED Melody Bush (DHHS)
PEDACTED	

Subject: Re: PPE Advice for Hotel-Based Security Staff and AOs

#### HiREDACTE,

Thank you for the document, however as the owner of potential work cover, I would like the following guidelines ammended.

Doorway Interactions: Regardless of social distancing, PPE to be maintained, in these events escalation with Clients for various reasons, may result in heighten situations where the likelihood to equip PPE in a timely manner is significantly reduced.

Accompany Escorts: Regardless of social distancing, PPE to be maintained, in these events escalation with Clients for various reasons, may result in heighten situations where the likelihood to equip PPE in a timely manner is significantly reduced.

I agree with the overview on all additional elements contained within this document. I need to be mindful of the WHS of my personnel.

Happy to further discuss

Kind Regards,

Nigel Coppick Victorian State Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn

VIC

3130

Australia

Nigel@unifiedsecurity.com.au
0404 490 561
1300 658 657
1300 658 647





#### SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

On 12 May 2020, at 10:50 pm, REDACTED	wrote:
On 12 May 2020, at 10:50 pm, CEDACTED	wrote:

Hi Nigel,

As promised at our meeting this afternoon, please see attached the PPE Advice for hotel security & AOs which provides recommendations for PPE use according to type of activity being undertaken.

As mentioned today please don't hesitate to contact the DHHSOpSoteriaEOC generic inbox if you have any queries or would like to escalate any issues through to us.

The inbox is REDACTED

Thanks once again for your support today.

Kind regards

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<90. PPE Advice for hotel Security & AOs (1).pdf>

# **RE: PPE Guidance**

From:	REDACTED	@dhhs.vic.gov.au>	
To:	Mo Nagi <mo@unifiedse< th=""><th>curity.com.au&gt;</th><th></th></mo@unifiedse<>	curity.com.au>	
Cc:	REDACTED	@dhhs.vic.gov.au>	
Date:	Mon, 15 Jun 2020 09:30	16 +1000	

Hi Mo,

I have forwarded your email to the Commander and deputy commander to respond.

If you have not heard anything back by Midday can you email me or phone me please. I have also cc'd **REDACTED** the safety officer on duty **REDACTED** when I am not in and have already forwarded your email to RE searcher.

Sorry I am not at work today and tomorrow. However, I always monitor my emails and phone.

Thank you Kind regards



MorningREDACT

As per our conversation last week regarding the new PPE guidelines, could you please review as it states security staff are not required to wear any gloves.

Just to clarify, on arrivals & exits our staff manage the process of the guests luggage from the exit from the bus, to their room and then the same on exits.

Thanks

Kind Regards,

Mo Nagi Victoria Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn VIC 3130

Australia

Mo@unifiedsecurity.com.au
0420 333 758
1300 658 657
1300 658 647

in





#### SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

From: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Sent: Thursday, 11 June 2020 3:12 PM To: Mo Nagi <<u>Mo@unifiedsecurity.com.au</u>>; Karl Leitner <<u>Karl@unifiedsecurity.com.au</u>> Subject: Fwd: PPE Guidance

FYI

F

Kind Regards,

Nigel Coppick National Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn

VIC

3130

Australia

Nigel@unifiedsecurity.com.au
0404 490 561
1300 658 657
1300 658 647



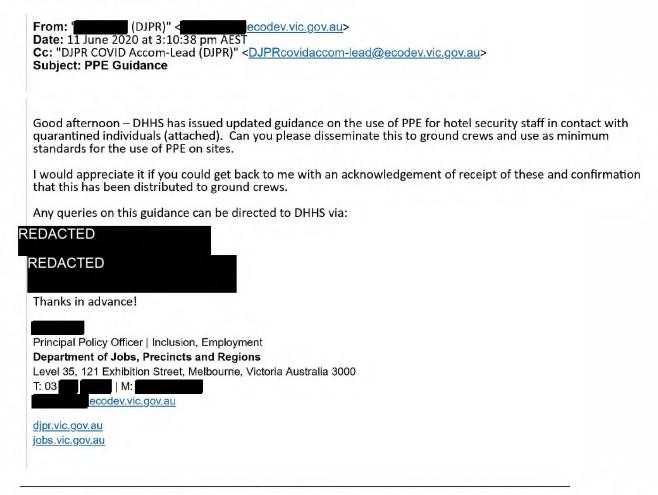


in



#### SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

Begin forwarded message:



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# FW: Re Security moving Luggage. FW: Urgent: Fwd: PPE Guidance

From:	REDACTED
To:	Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>
Cc:	Georgina Shirres (DJPR) <georgina.shirres@agriculture.vic.gov.au></georgina.shirres@agriculture.vic.gov.au>
Date:	Thu, 18 Jun 2020 16:20:53 +1000

Hi Mo, FYI Still following up on your original email. Apology for the delay Kind regards

REDACTED

w. www.dhhs.vic.gov.au



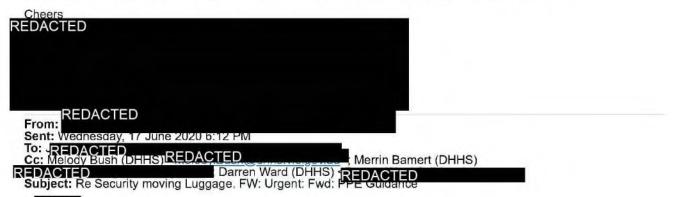
RESPECT . INTEGRITY . COLLABORATION CARE + ACCOUNTABILITY + INNOVATION

From: REDACTED Sent: Wednesday, 17 June 2020 7:21 PM Sent: Wednesday

Subject: RE: Re Security moving Luggage. FW: Urgent: Fwd: PPE Guidance

#### HI REDA

I have emailed Outbreak team to find an outcome for this and I have also flagged with Miranda



#### REDA "

Apology, if I have missed the email.

Have we had an update on Mo Nagi (Unified Security) email below asking us to review, "new PPE guidelines, as it states security staff are not required to wear any gloves when handling guest luggage.

Thank you Kind regards			
REDACTED			



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# For noting: Arrivals to Rydges this evening

From:	Rachaele E May (DJPR) < @agriculture.vic.gov.au>
To:	Nigel Coppick <nigel@unifiedsecurity.com.au>,</nigel@unifiedsecurity.com.au>
Date:	Tue, 05 May 2020 18:47:41 +1000
Attachments:	b5 - isolation (diagnosis) direction (no 2) (signed).pdf (874.56 kB); Factsheet confirmed case coronavirus 2 May 2020.docx (64.19 kB)

Hi Nigel,

Thanks for our discussion tonight. See below a copy of the email that DHHS has provided to Rydges Hotel regarding the arrival of non-quarantine covid positive guests.

If you have any concerns, please let me know.

Regards Rachaele

Rachaele May **Operations Soteria (COVID-19)** DJPR Hotel Quarantine Agency Commander djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience Department of Jobs, Precincts and Regions 402 Mair Street Ballarat, Victoria Australia 3350

djpr.vic.gov.au

ersonal Information

From: Pam Williams (DHHS) <Pam.Williams@dhhs.vic.gov.au> Sent: Tuesday, 5 May 2020 6:35 PM To: Rosswyn\_Menezes@evt.com; malcolm.bean@gmail.com Cc: Rachaele E May (DJPR) {Personal Information @agriculture.vid @adriculture.vic.dov.au>: Braedan J Hogan (DHHS) REDACTED Subject: Arrivals to Rydges this evening *EDACTED* @dhhs.vic.gov.au>

Dear Rosswyn and Malcolm

Thank you for working with us to assist in reducing the impact of COVID19 in the Victorian community. We very much appreciate the support of your companies and staff.

As discussed with Rachaele May, we appreciate your support to check in 6 people this evening who are subject to the Isolation (diagnosis) direction (no 2) – a proforma and Factsheet are attached which provide details.

As requested, these are the measures in place for COVID-19 positive people at alternate accommodation:

- \* All COVID positive cases are subject to an isolation direction (attached) that restricts their movement (only for emergency, medical treatment or exercise);
- \* Daily checks are undertaken by DHHS for each case and these restrictions are reinforced;
- \* Guests have chosen to stay at the hotel to protect their families and they are required to stay there until they are cleared by an officer of DHHS;
- \* Victoria Police also conduct spot checks for COVID positive cases in the community and these people will be subject to the same checks;
- \* Guests will be provided PPE (mask and gloves) by DHHS upon arrival;
- \* They will arrive either by own transport or via non-emergency patient transport;
- \* Guests will have same meals provided as other guests and access to deliveries as per all other guests;

- \* Guests will be provided information if they do wish to leave their room for one of the above reasons, or are cleared to go home they are requested to:
- \* Contact DHHS team leader, who will make arrangements with hotel and security staff
- \* If they seek to exercise, this to occur on Level 4 and staff will be advised so lift and common areas can be cleaned.
- \* If other movement of guests does occur, staff will be advised, and cleaning will occur after.
- \* Security will be allocated to patrol the floor with the guests to discourage further movement around the hotel.
- \* Guests will be told they are not permitted guests to visit as per the Isolation Direction.

Thank you again for your support and contact me if you wish to discuss.

#### Pam Williams COVID19 Accommodation Commander Department of Health and Human Services PEDACTED www.dhhs.vic.gov.au

Soteria (Ancient Greek :  $\Sigma\omega\eta\rho\alpha$ ) was the goddess or spirit (daimon) of safety and salvation, deliverance, and preservation from harm.

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# Direction from Deputy Chief Health Officer (Communicable Disease) in accordance with emergency powers arising from declared state of emergency

# Isolation (Diagnosis) Direction (No 2)

Public Health and Wellbeing Act 2008 (Vic) Section 200

I, Dr Annaliese van Diemen, Deputy Chief Health Officer (Communicable Disease), consider it reasonably necessary to protect public health to give the following direction pursuant to section 200(1)(b) and (d) of the **Public Health and Wellbeing Act 2008** (Vic) (**PHW Act**):

#### 1 Preamble

- (1) The purpose of this direction is to require persons diagnosed with Novel Coronavirus 2019 (2019-nCoV) to isolate (self-isolate) in order to limit the spread of 2019-nCoV.
- (2) This direction replaces the Isolation (Diagnosis) Direction given on 25 March 2020.

#### 2 Citation

This direction may be referred to as the Isolation (Diagnosis) Direction (No 2).

#### 3 Revocation

The **Isolation (Diagnosis) Direction** is revoked with effect from midnight on 13 April 2020.

#### 4 Direction

- A person who is diagnosed with 2019-nCoV in Victoria between midnight on 13 April 2020 and midnight on 11 May 2020:
  - (a) if the diagnosis is communicated to the person in a place other than where the person resides, must:
    - travel directly from that place to a premises that is suitable for the person to reside in and reside in that premises until clearance from isolation (self-isolation) is given under subclause (2); or
    - travel directly to a hospital for medical treatment, and following treatment and discharge from the hospital, travel directly to a premises that is suitable for the person to reside in until clearance from isolation (self-isolation) is given under subclause (2); and

- (b) if the diagnosis is communicated to the person in suitable premises where the person resides, must reside in that premises beginning on the day of the diagnosis and ending when clearance from isolation (self-isolation) is given under subclause (2); and
- (c) must not leave the premises, except:
  - for the purposes of obtaining medical care or medical supplies; or
  - (ii) in any other emergency situation; or
  - (iii) for the purposes of exercise, but only if it is possible for the person:
    - (A) to avoid close contact with any other person; and
    - (B) not to enter any other building; or
  - (iv) if required to do so by law; and
- (d) must not permit any other person to enter the premises unless that other person usually lives at the premises or is living at the premises for the purposes of isolation (self-isolation), or for medical or emergency purposes.
- (2) A person subject to the requirements in subclause (1) is given clearance from isolation (self-isolation) when an officer of the Department of Health and Human Services certifies that the person meets the criteria for discharge from isolation (self-isolation) under existing Departmental requirements.
- (3) Certification under subclause (2) must be in writing but is not required to be in a particular form.

#### 5 Definition of premises

In this direction, premises means:

- (1) a building, or part of a building; and
- (2) any land on which the building is located, other than land that is available for communal use.

#### 6 Penalties

Section 203 of the PHW Act provides:

#### Compliance with direction or other requirement

- (1) A person must not refuse or fail to comply with a direction given to the person, or a requirement made of the person, in the exercise of a power under an authorisation given under section 199.
  - Penalty: In the case of a natural person, 120 penalty units.
    - In the case of a body corporate, 600 penalty units.
- (2) A person is not guilty of an offence against subsection (1) if the person had a reasonable excuse for refusing or failing to comply with the direction or

requirement

Dr Annaliese van Diemen

Deputy Chief Health Officer (Communicable Disease), as authorised to exercise emergency powers by the Chief Health Officer under section 199(2)(a) of the PHW Act.

13 April 2020

# Coronavirus disease (COVID-19) confirmed case

What you need to know

You have been identified as having coronavirus disease (COVID-19). You must isolate yourself in your home, hotel or health care setting until Public Health authorities inform you it is safe for you to return to your usual activities. Please read this information carefully.

# What is coronavirus disease (COVID-19)?

Coronaviruses are a large family of viruses which may cause illness in animals or humans. The most recently discovered coronavirus (COVID-19) is a new virus that can cause mild to severe respiratory illness in humans. An outbreak of COVID-19 has spread around the world and has been characterised as a pandemic.

# What is a confirmed case?

A confirmed case is someone who tests positive for COVID-19. This means that you have been infected with the virus that causes COVID-19 and there is a risk that you could spread the virus to other people, including those you live with. As such, it is very important that you follow the recommendations outlined in this fact sheet.

# What do I need to do?

## Stay at home or in your hotel room or healthcare setting

- The Isolation (Diagnosis) Direction that is currently in effect makes it compulsory for anyone with a confirmed diagnosis of COVID-19 to go into isolation for a minimum period, and to meet other compulsory conditions before being able to resume normal activities. Penalties apply to those who refuse or fail to comply with this direction.
- Isolate yourself at home or in your accommodation until you are advised by a Public Health Officer that you can return to your usual activities. If you do not isolate yourself sufficiently from people you share a house with, they are more likely to catch coronavirus and will need to start 14 days of self-quarantine from the date they last had close contact with you while you were infectious.
  - You must not leave your house or accommodation except to seek medical attention or limited other permitted reasons, such as an emergency or if required by law.
  - You should stay in a different room to other people. Use a separate bathroom if available.
  - Wear a surgical face mask if you cannot avoid being in the same room as another person and when seeking medical care.
  - Do not go to work, school, university, work or attend public places or events. Do not use public transport or taxi services.
  - Get others such as friends or family, who are not required to be isolated, to get food or other necessities for you.
- If you have difficulties getting food or necessities, call 1800 675 398 for support.



• If you need a translator first call 131 450, then request the hotline on 1800 675 398. More information is available on our website: https://www.dhhs.vic.gov.au/victorian-public-coronavirus-disease-covid-19

#### **Going outside**

If you live in a private house, then it is safe for you to go outside into your garden, balcony or courtyard.

If you live in an apartment it is also safe for you to go outside into the garden while wearing a surgical mask. You should, however, go quickly through any common areas on the way to the garden. Wear a surgical mask if you have to move through these areas.

Make sure you keep a distance of 1.5 metres between yourself and any other people you encounter in common areas.

#### Monitor your symptoms

If your illness gets worse, you should call the doctor who cared for you or the emergency department where you were assessed. If it is a medical emergency (for example, shortness of breath at rest or difficulty breathing) you should:

- Call 000 and request an ambulance
- Inform the ambulance officers that you have coronavirus disease (COVID-19).

Your doctor or treating medical team will contact you where necessary to ask about your symptoms.

# How can I prevent the spread of the virus to others?

#### Separate yourself from others

If you share a house with others, you should stay in a different room as much as possible. Wear a surgical mask when you are in the same room as another person. Use a separate bathroom if available. Avoid shared or communal areas.

If you do not isolate yourself sufficiently from the people you share a house with (e.g. by staying in a separate room, or wearing a mask while you are in the same room), they will be at increased risk of infection and the period of time for which they are required to self-quarantine will be extended. This is because they are required to self-quarantine for a period of 14 days from the date they last had close contact with you while you were infectious. You are considered infectious until the department advises you that you can leave home isolation. Make sure you do not share a room with people who are at risk of severe disease, such as elderly people, those who have heart, lung or kidney conditions or diabetes.

Visitors who do not have an essential need to be in the home should not visit while you are in isolation.

#### Wash your hands and cover your coughs and sneezes

You should wash your hands regularly with soap and water for at least 20 seconds. You can use an alcohol-based hand sanitiser if your hands are not visibly dirty. Wash your hands or use a hand sanitiser before entering an area or touching items shared with others.

You should cover your coughs and sneezes with either a tissue or your elbow. Dispose of tissue into a waste bin and make sure you wash your hands afterwards.

#### Avoid sharing household items

You should not share dishes, drinking glasses, cups, eating utensils, towels bedding or other items with people in your house. After using these items, they should be washed thoroughly with detergent and water. A dishwasher may be used to wash crockery and utensils. Use the hottest settings possible.

#### **Regularly clean household surfaces**

Surfaces in shared areas should be cleaned daily with a household disinfectant or diluted bleach solution. Clean all frequently touched surfaces, such as counters, tabletops, doorknobs, bathroom fixtures, toilets, phones, keyboards, tablets, and bedside tables. Also, clean any surfaces that may have blood, body fluids and/or secretions or excretions on them.

Read labels of cleaning products and follow recommendations on product labels. Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing gloves or aprons and making sure the areas is well ventilated when using the product.

Use a household disinfectant or a diluted bleach solution on hard surfaces. To make a bleach solution at home, add 1 tablespoon of bleach to 4 cups of water.

#### Wash laundry thoroughly

Immediately remove and wash clothes or bedding that have blood, body fluids and/or secretions or excretions on them.

Wear a surgical mask and disposable gloves while handling soiled items. Wash your hands immediately after removing gloves.

Read and follow directions on labels of laundry or clothing items and detergent. In general, wash and dry with the hottest temperatures recommended on the clothing label.

#### **Disposing of contaminated items**

Place all disposable gloves, face masks, and other contaminated items in a lines waste bin before disposing of them with other household waste. Wash your hands immediately after handling these items.

# When will I be able to come out of isolation?

This will depend on a number of factors including when your symptoms cease and how well you are feeling. You may need to have further specimens collected, such as nose and throat swabs, to determine that you are no longer infectious.

A Public Health Officer will advise you of these requirements and when your isolation has finished. You must not cease your isolation until you have been advised by the Public Health Officer that you can leave.

If your employer, school or university requires confirmation that you are no-longer infectious, please contact the department on 1300 651 160.

#### Looking after your well-being during isolation

Being confined to home for an extended period of time can cause stress and conflict. Tips for looking after yourself include:

- Talk to the other members of the family about the infection. Understanding novel coronavirus will reduce anxiety.
- Reassure young children using age-appropriate language.
- Think about how you have coped with difficult situations in the past and reassure yourself that you will cope with this situation too. Remember that self-isolation won't last for long.
- Exercise regularly. Options could include exercise DVDs, dancing, floor exercises, yoga, walking around the backyard or using home exercise equipment, such as a stationary bicycle, if you have it. Exercise is a proven treatment for stress and depression.
- Keep in touch with family members and friends via telephone, email or social media.
- Keep up a normal daily routine as much as possible.

- Arrange with your employer to work from home, if possible.
- Ask your child's school to supply assignments, work sheets and homework by post or email, or if arrangements
  are in place for the student to join their classes using online options.
- Don't rely too heavily on the television and technology. Treat self-isolation as an opportunity to do some of those things you never usually have time for, such as board games, craft, drawing and reading.
- If you are struggling to cope you call Lifeline on 13 11 14 or Beyond Blue on 1300 22 4636.

# Information for caregivers and household members of a confirmed case of coronavirus disease (COVID-19)

There should only be people in the home who are essential for providing care for the person, or who cannot find alternative accommodation.

#### **Monitor for symptoms**

If you are a caregiver or household member you should monitor yourself for symptoms of novel coronavirus. These include fever or cough or shortness. Other early signs and symptoms of infection can include chills, body aches, sore throat, headache, runny nose, muscle pain or diarrhoea.

#### If you develop any of the symptoms listed above:

- Call a doctor or a hospital and inform them that you are a contact of a confirmed case of coronavirus disease.
- Put on a mask if you have one.
- Keep yourself away from others (for example, in a different room).
- Do not travel on public transport and do not attend any public places.
- When you arrive at the doctor's surgery or hospital, tell them again that you are a contact of a confirmed case of coronavirus disease.

#### If you are experiencing severe symptoms, such as shortness of breath:

- · Call 000 and request an ambulance
- Inform the ambulance officers that you have been in contact with someone with a confirmed case of coronavirus disease.

#### Wash your hands

Wash your hands often and thoroughly with soap and water for at least 20 seconds. You can use an alcohol-based hand sanitiser if your hands are not visibly dirty. Avoid touching your eyes, nose, and mouth with unwashed hands.

#### Wear a surgical face mask

Wear a surgical face mask and disposable gloves when you are in the same room as the person with confirmed of suspected infection, or when you touch or have contact with the person's blood, body fluids and/or secretions, such as sweat, saliva, sputum, nasal mucus, vomit, urine, or diarrhoea.

- Throw out disposable facemasks and disposable gloves directly into a bin after use.
- Wash your hands immediately after removing the face mask and gloves.

# Where can I find out more information?

Call the Department of Health and Human Services on to discuss any questions you have. If you need a translator first call 131 450, then request the hotline on 1300 651 160.

For Victorian updates to the current incident, go to: https://www.dhhs.vic.gov.au/coronavirus

For national updates: https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert For international updates: <u>https://www.who.int/westernpacific/emergencies/novel-coronavirus</u> WHO resources https://www.who.int/health-topics/coronavirus

To receive this publication in an accessible format phone 1300 651 160, using the National Relay Service 131 450 if required, or email <u>Public Health branch</u> <public.health@dhhs.vic.gov.au>.

Authorised and published by the Victorian Government, 1 Treasury Place, Melbourne.

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## FW: For response - transfer of guests to Rydges

From:	REDACTED @dhhs.vic.	jov.au>	
To:	Rachaele May (DEDJTR) < Personal Information @agricu	lture.vic.gov.au>	
Cc:	Pam Williams (DHHS) <b>REDACTED</b> <nigel@unifiedsecurity.com.au>, IREDACTED</nigel@unifiedsecurity.com.au>	Nigel Coppick	
	Melody Bush (DHHS <b>REDACTED</b> Rydges Swanston (DHHS) <b>REDACTED</b>	)ACTED	@dhhs.vic.gov.au>
Date:	Tue, 12 May 2020 19:54:46 +1000		
Attachments:	PROCEDURE OF GUEST ARRIVAL FOR SECUR	TY.docx (14.66 kB)	

Hi Rachaele,

I have checked with the DHHS REDACTE at Rydges who has outlined the process for notifying staff including security at Rydges of the arrival of incoming guests - see below.

The attached document has also been developed by the **REDACTE** leader to outline the process. It's important that incoming guests are managed carefully for proper infection control and security have been provided and briefed on the procedure document today. I understand this is a different process to other hotels and there have been some teething issues today identified by RE and they will continue to brief security and answer any queries.

If there are any questions or suggestions regarding the attached process, please let us know as happy for feedback to be provided to ensure procedure is understood and fit for purpose.

I will ask **RED** to follow up re the guest that arrived today without notice as this should not have happened.

Regards,

#### REDACTED

Operations Team Leader, Operation Soteria, Covid-19 Manager, Emergency Management and Health Protection Branch South Division (Gippsland and Southern Metropolitan Regions) Department of Health & Human Services 169 Thomas Street Dandenong Victoria REDACTED @dhhs.vic.gov.au

www.dhhs.vic.gov.au | VicGovRecoverv http://www.dhhs.vic.gov.au/

From: Rydges Swanston (DHHS) (REDACTED Sent: Tuesday, 12 May 2020 7:23 PIVI To:REDACTED @dhhs.vic.gov.au> Subject: Re: For response - transfer of guests to Rydges

HIRED, this is REA The process that i have been using at Rydges is we are informed by the TL or AO from the incoming guests original hotel. I then inform the nursing staff, security and hotel that we will be receiving a guest. Usually, security then redirects the ambulance to park outside the basement and a security guard then informs the nurses or someone from DHHS when the ambulance arrives. I have attached the document i made and gave to the senior security guard and Matt Chamberlain.

However, the last guest from Mercure did arrive without notice, but his doesn't happen often. I advised Muhammad (senior security guard) of the other guests arriving today.

Regards,



From: DJPR COVID Accom-Lead (DJPR) < DJPRcovidaccom-lead@ecodev.vic.gov.au> Sent: Tuesday, 12 May 2020 5:51 PM To: DHHSOpSoteriaEOC REDACTED

Pam Williams (DHHS)

REDACTED Personal Informati DEDJTR) Personal Informa@ecodev.vic.gov.au>; Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Subject: For response - transfer of guests to Rydges Importance: High

Hi DHHS,

Our security staff have reported that guests are arriving independently in taxis at their sites without prior notice. This includes a COVID positive case at Rydges.

For Rydges this presents different risks to the security staff, and so prior notice is very important, noting it also with has a different access protocol, which is lead via the Carpark lift access point.

Can you please give a second difference of the second seco

Thanks Rachaele

Rachaele May Operations Soteria (COVID-19) DJPR Hotel Quarantine Agency Commander djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience Department of Jobs, Precincts and Regions 402 Mair Street Ballarat, Victoria Australia 3350 Personal Information

djpr.vic.gov.au

Government of Victoria, Victoria, Australia.

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# PROCEDURE OF GUEST ARRIVAL:

1: Ambulance arrives outside.

2: Meet the ambulance outside and allow them to exit the vehicle. Instruct ambulance drivers and guest to walk through the basement gate and stand outside of elevator. Instruct ambulance drivers and guest to not touch anything. Security guards aren't to approach guest or ambulance drivers.

3: Notify the nursing staff or DHHS staff.

4: A senior nurse and security guard will DON PPE sequentially – gown, surgical masks, eye protection and gloves.

5: The security guard will notify the appropriate floor staff, who will use the master key to unlock the door and leave it ajar. The security staff will clear a path from the lift to the allocated room to avoid contamination. The security guard will then move to the opposite end of the of the hallway than the allocated room.

6: The senior security guard and senior nurse will proceed to the basement (take luggage trolley and garage token if necessary).

7: The security guard should remain at a distance from the guest.

8: The senior nurse will greet the guest and take handover from the ambulance driver.

9: The nurse will instruct the guest to avoid touching any walls, doors etc. and the nurse will push the buttons on the elevator.

10: Once in the elevator the nurse is to turn the sign to DIRTY.

11: The nurse will escort the guest to their room and hand them their paperwork.

12: During this time the senior security guard will have taken the lift to an allocated floor and DOFF PPE sequentially and dispose in yellow bins

# FW: Complaint - Crown Metropol

From:David Millward <dm@unifiedsecurity.com.au>To:Nigel Coppick <nigel@unifiedsecurity.com.au>, Karl Leitner <karl@unifiedsecurity.com.au>Date:Tue, 28 Apr 2020 09:40:47 +1000

Kind Regards,

**David Millward** 

**Corporate Head Office** 

534 Parramatta Road

Ashfield

NSW

2131

Australia

☐ dm@unifiedsecurity.com.au
☐ 0416 277 589
↓ 1300 658 657
↓ 1300 658 647





SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

David - A formal complaint regarding the conduct of Unified Security staff at Crown Metropol has been received via the Crown Resorts whistle-blower service and passed on to the Department. The complaint has been submitted anonymously.

The full complaint is provided below, but in summary there are five main allegations:

- 1. 1. Security staff were provided with, and consumed, beer while on duty;
- 2. 2. Security staff sexually harass and intimidate female colleagues;
- 3. 3. Security staff were involved in an altercation in the hotel that required police intervention;
- Security staff are charging 12 hours work for sub-contractors, but only tasking staff to work 6-7 hours, and taking the remaining money for themselves; and
- 5. 5. Unified are paying less than award wages.

I request that Unified investigate these allegations, take appropriate action, and formally close each of these allegations to the Department's satisfaction. I would appreciate your initial response to these allegations by COB Thursday 30 April.

I am available to discuss these matters with you.



Facebook | Instagram | LinkedIn | YouTube | Twitter

#### Hi Rachaele

I understand that **REDA** has explained to you that Crown's external Whistleblower service has provided us a disclosure they received on 23 April 2020 from an anonymous complainant, regarding the conduct of 'Unified Security' staff on our site at Crown Metropol, whilst supervising quarantined/isolated persons.

The alleged respondents are:



It is alleged that on 2 April 2020 the first respondent supplied pizza and beers for dinner for each of the guards who were working that night. The pizza and beers were served on every floor, with approximately three guards working on each floor. The first respondent told some of the guards that the beer was non-alcoholic, but it allegedly contained 4.5% alcohol; some guards declined the beer. The complainant said the first respondent "smells of alcohol almost every other night". The complainant provided a photo of a guard holding a beer and slice of pizza whilst on shift [his face has been redacted].

The complainant said that the guards make inappropriate sexual jokes and advances towards the female guards whilst on duty, despite knowing they are married or in relationships. The second respondent - **Second** is the worst culprit for making sexual jokes and advances and tells female guards he will make them supervisors in they spend more time with him. The female guards feel very uncomfortable around him.

The complainant said recently, some of the guards got into a physical altercation amongst themselves in the lobby of Crown Metropol and one guard choked another guard [the police attended this matter].

Further, the complainant said the third and fourth respondents - the second sec

Lastly, the complainant said that Unified are paving the quards different rates, for the exact same shifts. The guards are being paid between

Regards

Michelle Fielding| Group General Manager - Regulatory and Compliance | Crown Resorts Limited

t: + 61 3 9292 7712 | m: + 61 421083218 | e: <u>michelle.fielding@crownresorts.com.au</u> | w: <u>www.crownmelbourne.com.au</u>

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28th April 2020

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

Dear

Thank you for supplying a copy of the Crown Casino's external whistle-blower service, detailing an overview of an anonymous complaint from a person or persons, of issues that appear to have occurred from the 2<sup>nd</sup> of April to the 12<sup>th</sup> of April 2020. Unified Security has taken these issues of concern's seriously and would like to provide the following response to these allegations.

I can confirm has been on site as a team leader's since the commencement of service at Promenade and Metropol since the 30<sup>th</sup> of March 2020, to this date we have not had any issues and or complaints in relation to their abilities from personnel and or Government Departments, I can also advise the Sam and Harry form part of my Operational Support team and have been on the ground at these locations since commencement, under the direct guidance of my State Operations Manager Mo Nagi as well as the General Manager Karl Leitner. We have also received commendations in relation to the service delivery, to which has seen Unified Security also supply additional support at various Locations, during this COVID19 situation.

On the 2<sup>nd</sup> of April a total of 72 pizza's plus 120 bottles of assorted soft drinks, was delivered to Metropol at 1930Hrs. Karl Leitner General Manager and Mo Nagi Operations Manager where on location, at the time of this delivery, there was no alcohol as part of this delivery for personnel. There was at and or around this time a delivery of beer, this was initially accepted at the time, as it was still unclear of what was prohibited or not prohibited as a delivery. This was collected by to the AO at the time, it was ruled as prohibited and left in storage for collection on departure. We would be keen to see the image as indicated in the complaint to enable us to make further enquires.

Unified Security has not received any complaints in relation to harassment in the workplace, the organisation has stringent process and policies in place, to ensure that everyone is protected in the workplace. Should more information be available in relation to the statement made, which includes names dates and times, we are happy to further investigate.

At no time has any physical altercation occurred between security personnel either on the levels, nor the lobby. Should there have been altercation within the lobby area, this would have been witnessed by various department heads and or our Team Leaders and or Operations Managers, on the ground.



ACROSS AUSTRALIA WORKING TOGETHER NSW, QLD, VIC, SA, WA, TAS







I can confirm that during this initial commencement of operations we have in fact organised additional personnel to ensure we provided the continuity and service required, this has been at the discretion of the Nigel Coppick State Manager Victoria, who has in turn sent these officers home with pay, this process has been at Unified Security's expense and not passed on, Victoria Government.

In relation to the comments made on hourly structure, Unified is paying at various levels, due to our engagement with several employees who have been displaced during the COVID19 situation that we are finding ourselves in. We have personnel from various Sectors including Aviation / Finance Sector/ Security Suppliers / Crown Casino and Transport Workers Union just to name a few. If you refer to the table of hourly pay you will note that it does vary from **Sectors including** have shift, plus all associated penalties as outlined in the SSIA. I would suggest this was the conversation between staff.

#### Rates of pay

#### Full-time & part-time

Та	ble	1	of	2

Classification	Weekly pay rate	Hourly pay rate	Saturday	Sunday	Public holiday	Night span - Monday to Friday	Permanent night work - Monday to Friday
Security officer level 1							
Security officer level 2							
Security officer level 3							
Security officer level 4							
Security officer level 5							

#### Table 2 of 2

Classification	Overtime - Monday to Friday - first 2 hours	Overtime - Monday to Friday - after 2 hours	Overtime - Saturday - first 2 hours	Overtime - Saturday - after 2 hours	Overtime - Sunday	Overtime - public holiday	Less than 8 hour break between shifts
Security officer level 1							
Security officer level 2							
Security officer level 3							
Security officer level 4							
Security officer level 5							

Unified Security has been transparent in its approach and worked closely several Government Departments to ensure a smooth delivery of service across this space, we have ensured that all notifiable incidents have been forth coming and detailed. We are confident that these concerns have be provided by a disgruntled employee that has been removed from the service.

Please find below a list of personnel that have been released from operation service at Metropol between the 2<sup>nd</sup> of April and the 12<sup>th</sup> of April 2020





USG.0001.0001.5316





Please feel free to contact me to further discuss.

Kind Regards

lig

State Manager Unified Security Group





### **David Millward**

From: Sent: To: Subject:	Monday, 11 May 2020 1:00 PM David Millward URGENT ACTION REQUIRED: Rydges on Swanston - concerns about security
Importance:	High

Hi David – As discussed, please see below for issues raised by DHHS and hotel staff at Rydges on Swanston with Unified Security contractors. The issues were raised last night. I would appreciate it if you could follow this up and provide us with an update on action undertaken by COB today.

DHHS are looking to arrange a meeting of all parties tomorrow to discuss a plan going forward. I will provide you with details of this once they have been confirmed.

\_\_\_\_\_

#### The following were the issues that were raised:

- Harassment towards staff, repeated comments such as "eat you're skinny"
- Intimidating body language and "leering" comments towards nurses

- Speaking to female hotel staff in ways that are overly friendly and "hitting on" them, **supervisors** one of the supervisors has been involved in this

- Inappropriate comments towards female staff that are suggestive or 'go too far', including from a supervisor, the attitude is of disrespect towards females

- Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidated'. Security have said to hotel staff that 'nurses need to know their place'

- Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours.

- Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed

a guard last night was involved in the above point towards a nurse last night.

- They are very argumentative and have told multiple nursing staff about PPE procedures - Inappropriate use of resources including:

- they have been requested multiple times by hotel not to use the commercial kitchen and have kept entering the kitchen regardless and have 'helped themselves' to food/plates etc
- PPE is 'walking away' i.e. PPE packs that were distributed in advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these.

We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.

•	

Please let me know if you have any queries.

Principal Policy Officer | Inclusion, Employment

# Department of Jobs, Precincts and Regions

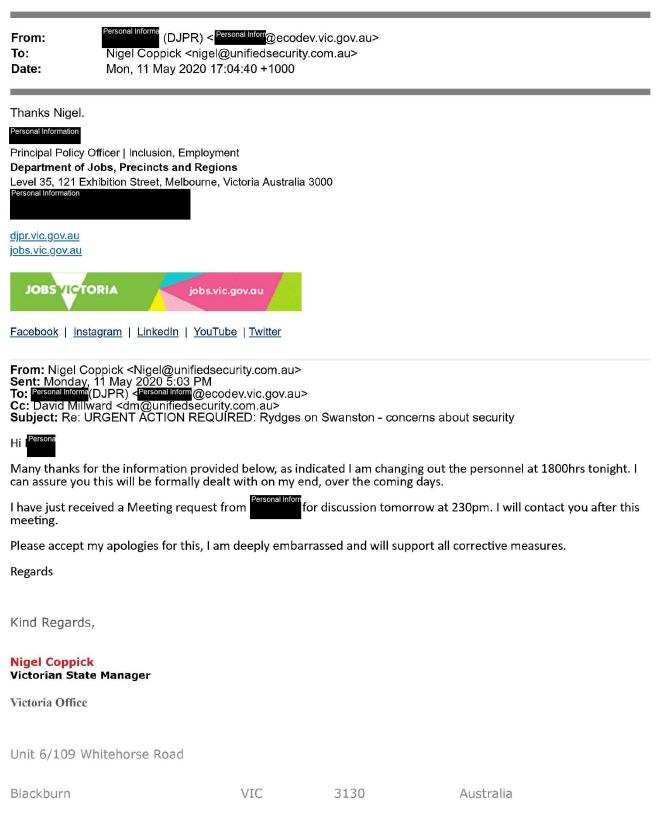
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# **RE: URGENT ACTION REQUIRED: Rydges on Swanston - concerns about security**



Nigel@unifiedsecurity.com.au
0404 490 561
1300 658 657
1300 658 647



f in



#### SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

On 11 May 2020, at 4:39 pm, Personal Inform (DJPR) < Personal Inform @ecodev.vic.gov.au> wrote:

Hi Nigel – I have been asked to forward you this email from a senior female staff member at Rydges on Swanston regarding the behaviour of security staff on site. There are no new issues raised here, but it provides a first hand account from a staff member on site. I hope that it assists in your investigation into this.

Your quick response and decisive action on this has been appreciated. We look forward to receiving a report on your investigation.

Over the past few weeks I have noticed and been made aware of several instances where security have been inappropriate towards female staff AND nursing staff.

I have had a meeting with the AO tonight and a few female nurses who wanted it to be made aware that they felt uncomfortable coming to work because of particular security. The AO has also been made aware of a previous issue that a nurse had brought to her attention last week. The guards in the lobby talk all day about the nurses in a disrespectful manner and come across that they are in charge of us all, they are very argumentative even over small things.

Yesterday I had a couple times where I was spoken down too and made to feel like me saying 'no' to simple things (I didn't want a packet of chips, I didn't want to watch a youtube video and when I reminded them of their own policy about PPE when accepting deliveries) meant I was being difficult and that I was a 'bitten woman' and that I have 'trust issues' and I liked control.

I had said NO a dozen times but they would just keep at me. I tried to explain about the PPE situation and the 'bitten woman' and trust issues response is what I received. I was also told that 'because they were a wog when they say that you are to eat, you eat!' And that I was too skinny. This is completely unacceptable and I shouldn't be made to feel inadequate and like a second class citizen in my own workplace. At these times I was calm and stated quite simply that No means No. I did not raise my voice nor was i angry. I was annoyed yes and this is when I walked away.

Tonight- I was doing rubbish run and as usual someone had taken our staff lift sanitizer. I went around to the front an grabbed one off nursing table where there were 3 bottles. I was going to bring more up to replace. A security guard proceeded to tell me off saying I had no right to take it. I explained why and that there were still bottles there and that I will replace. He then started raising his voice at me and arguing. I then repeated myself and walked away.

I am absolutely tired of male security speaking in a manner that is condescending and rude to females here.

I have been told by some female staff directly that they have been asked rude and inappropriate questions and felt harassed. Questions like asking repeatedly what our instagram names are, comments like- you have a nice voice, are attractive and being suggestive in the way they speak, calling someone a princess when we tell them we have a boyfriend, being intimidating demanding who we are and blocking us when we are just trying to enter our own work place.

one of the

At this time as females alone and surrounded by males that act in this way we don't feel safe. If this continues I will take this further. This behaviour is unacceptable, and none of us should come to work expecting to be harassed.

Personal Informatio

Principal Policy Officer | Inclusion, Employment

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

djpr.vic.gov.au jobs.vic.gov.au

<image001.png>

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From: <sup>Personal Informa</sup>(DJPR) Sent: Monday, 11 May 2020 2:00 PM To: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Cc: David Millward <<u>dm@unifiedsecurity.com.au</u>> Subject: RE: URGENT ACTION REQUIRED: Rydges on Swanston - concerns about security

Appreciate your prompt response Nigel. Somebody from the team will be in touch with you regarding tomorrow's meeting.

Personal Inform

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

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From: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Sent: Monday, 11 May 2020 1:41 PM To: Personal Informa (DJPR) <Personal Informa @ecodev.vic.gov.au> Cc: David Millward <dm@unifiedsecurity.com.au>

Subject: FW: URGENT ACTION REQUIRED: Rydges on Swanston - concerns about security

Hi

Thank you for the overlay provided below. I would be more than happy, to attended tomorrow's meeting to discuss with all involved, I would like to advise you that the level of concern raised is totally unacceptable. I will be standing down the entire team as of 1800Hrs tonight pending a full investigation of the below information and conduct shown. I will have Mo Nagi my Operational lead on hand for tonight's transition and also additional supporting Manager as we roll in personnel from Marriott and Metropol.

Please allow me a few days to complete an appropriate investigation. I would like to offer my apologies for this unacceptable behaviour.

I would attend myself tonight however, I am a little under the weather, and I wouldn't want to alarm anyone.

Regards

\_\_\_\_\_

The following were the issues that were raised:

- Harassment towards staff, repeated comments such as "eat you're skinny"

- Intimidating body language and "leering" comments towards nurses

- Speaking to female hotel staff in ways that are overly friendly and "hitting on" them,

supervisors has been involved in this

- Inappropriate comments towards female staff that are suggestive or 'go too far', including from a supervisor, the attitude is of disrespect towards females

- Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidated'. Security have said to hotel staff that 'nurses need to know their place'

Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours.
Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being

followed

a guard last night was involved in the above point towards a nurse last night.

- They are very argumentative and have told multiple nursing staff about PPE procedures

- Inappropriate use of resources including:

- \* they have been requested multiple times by hotel not to use the commercial kitchen and have kept entering the kitchen regardless and have 'helped themselves' to food/plates etc
- \* PPE is 'walking away' i.e. PPE packs that were distributed in advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these.

We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.

• \* Grey haired man who speaks Arabic who is on this evening for night shift

- \* Andy who always wears a high vis vest
- \* One that is from America Samoa

Please let me know if you have any queries.

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

<u>djpr.vic.gov.au</u> j<u>obs.vic.gov.au</u>

sonal Inform

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Kind Regards,

Nigel Coppick Victorian State Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn

VIC

3130

Australia

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### **Re: Rydges**

(DJPR) < From: ecodev.vic.gov.au> To: Nigel Coppick <nigel@unifiedsecurity.com.au> Date: Mon, 11 May 2020 20:39:17 +1000

Thanks Nigel. I will try to touch in with you again following the meeting tomorrow.

Get Outlook for iOS

From: Nigel Coppick <Nigel@unifiedsecurity.com.au> Sent: Monday, May 11, 2020 7:39:07 PM To: Control (DJPR) Cc: David Millward <dm@unifiedsecurity.com.au> ecodev.vic.gov.au> Subject: Rydges

Hi

I hope you are well? Just an update all personnel working at Rydges have been stood down including the management team effective 1800Hrs tonight.

I have replaced the with field personnel from Marriott and Metropol. Mo has spoken with the AO, DHHS, Hotel and Nursing team, and also apologies for the failure.

I can assure you that there will be no more issues from the location moving forward.

Once again please accept my apology.

Kind Regards

Kind Regards,

#### **Nigel Coppick** Victorian State Manager



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# **RE:** Response to allegations at Rydges COVID-19 project

- From: Nigel Coppick <nigel@unifiedsecurity.com.au>
- To: Andrew McLean <andrew@eliteprotection.services>

Cc: David Millward <david@unifiedsecurity.com.au>, Karl Leitner <karl@unifiedsecurity.com.au>, Andrew Walker <andrew@a2bwalkergroup.com.au>

Date: Fri, 15 May 2020 13:42:53 +1000

#### Hi Andrew.

Thank you for your email, to put it bluntly, I have jumped through hoops to resolve this issue. I have also apologised to all departmental person and Hotel staff, over these issue. The root cause of the failures identified sit within the management framework of EPS, the comments at yesterday's meeting was that all parties on location had no confidence in effective communication with lead security managers at Rydges Swanston Street, hence the escalation of concerns via internal government framework, to which was then sent to David and I for investigation.

I have provided a full report into the concerns and also provided a continuities improvement process, my report was tabled and accepted. The actions taken to protect our Unified Branding was paramount, As for transparency this is the second time you have failed Unified Security Group during our COVID19 operations, I afforded EPS an additional opportunity off the back of a significant relationship with Andrew Walker. This is something I do not normally do, however as can be displayed, this was my error.

The potential reputational damage to our current position with Victoria Government is to significant to risk with further engagement with EPS, thus we are terminating our relationship with EPS effective immediately.

Regards

From: Andrew McLean <andrew@eliteprotection.services> Sent: Friday, 15 May 2020 12:57 PM

To: Nigel Coppick <Nigel@unifiedsecurity.com.au> Cc: David Millward <david@unifiedsecurity.com.au>; Karl Leitner <Karl@unifiedsecurity.com.au>; Andrew Walker <Andrew@a2bwalkergroup.com.au>

Subject: Re: Response to allegations at Rydges COVID-19 project

Good afternoon Nigel,

I'm just touching base in response to your meeting with Vic Gov yesterday at 1.30pm.

I am keen to take action and respond to any and all allegations and also to discuss how Unified Security would like to see these matters dealt with.

The particular employees of mine facing allegations are requesting visibility to understand how best to rectify not only the damage done to EPS/our contracts, but to the individuals, their own reputations and Unified Security.

At this point I haven't seen anything but you have briefed me fully Nigel, so I'm just trying to be proactive as I have staff out of work, people facing potential fair work charges and a business to business relationship in tatters after so much collaboration, dedication and hard work from both Our teams.

This issue isn't just about a certain individual/s at Rydges this is about my business long term and I'm keen to take action where required.

I have over 100 guards fully trained and experienced in all areas of COVID-19 quarantine training, I'm seriously hoping this bad egg or these isolated accusations can be resolved and that we can discuss future opportunities.

If there is a report detailing the accusations against my staff, could I please have visibility.

Finally, to clarify your question Nigel, A2B and EPS are continuing to do business as normal, the only change is we have decided not to merge the 2 entities but continue to tender as one where applicable and work together on projects that suit both organisations, this will extend of course to pre COVID discussions also involving Unified Security and our entities.

Please advise on, where to from here...

Kind regards,

Andrew McLean **Elite Protection Services**  A2B Security Director andrew@eliteprotection.services 0488024212

From: Andrew McLean <<u>andrew@eliteprotection.services</u>> Sent: Wednesday, May 13, 2020 8:18:01 PM To: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Cc: David Millward <<u>dm@unifiedsecurity.com.au</u>>; Karl Leitner <<u>Karl@unifiedsecurity.com.au</u>> Subject: Re: Response to allegations at Rydges COVID-19 project

#### Gentlemen,

I must point out that you will see and AIG just traffic signature on my email. This has nothing to do with Sam's security business, It's a traffic management business that myself and 2 other individuals invested in and I have never done a security contract with AIG -I just wanted to point this out, it's all on record under AIG Just Traffic and all lodged with ASIC etc but I just wanted to highlight that point to avoid any confusion. We are in the process of removing AIG out of our personal signatures and I am becoming a silent partner. Dave as witnessed with our meeting at the AFL, he's the current contractor and I have no commercial, moral or ethical issues not to put forward a proposal. Sorry to send another email but just wanted to clarify.

If a chance becomes available for EPS and Unified are not comfortable with the Just Traffic situation I will sell my shares and get out.

I'm not being presumptuous as I know the hole we're in with you guys but needed to highlight this point to keep my integrity intact. Cheers, Andy

Kind regards Andrew McLean Director

M +61 488 024 212

- E andy@eliteprotection.services
- E andrew.m@aigjusttraffic.com.au
- W www.eliteprotection.services
- W www.aigjusttraffic.com.au

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From: Andrew McLean <<u>andrew@eliteprotection.services</u>> Date: Wednesday, 13 May 2020 at 6:49 pm To: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Cc: David Millward <<u>dm@unifiedsecurity.com.au</u>>, Karl Leitner <<u>Karl@unifiedsecurity.com.au</u>> Subject: Response to allegations at Rydges COVID-19 project

Dear Nigel,

I've expressed the depth of regret and apology to you and your brand in my previous correspondence. I've also attempted to demonstrate the devastation and the level of regret of where these actions have left my business, our relationship as businesses and most importantly the Unified Brand so I am using this communication to detail the report on these activities and steps taken to rectify. Throughout me investigations what has come to light is that one particular individual has caused the outcome we are faced with today.

In my letter I have addressed you correspondence from 1554 May 11 firstly then subsequently your specific comments later that evening and the report post your Government meeting yesterday.

The steps I have taken since your email was received on Monday and the subsequent conversations between us are as follows:

- 1. 1. I met with Hotel manager Ross on site immediately, he was sketchy on the detail but he and I have a good working relationship so I apologised and explained that we were leaving the site effective 1800 hours that day.
- I addressed the fact that the report had been made with DHHS team on site immediately and expressed my sincerest apologies also advising them we were leaving the site effective 1800 hours.
- 3. 3. Yesterday I met with my senior Supervisors, my main team leaders and Operations Manager for the site Nick Bourke. Between these individuals there has always been at least one team member on site (including myself).
- 4. 4. I requested honesty, open dialogue and expressed that the behaviour was without question inexcusable around the harassment of staff it is totally inappropriate, unprofessional and personally invasive so the meeting was to gain factual responses not to provide excuses.

5. 5. Today I met with Michael O'Shaughnessy of MOSH Management a leading expert in Employment law, operations and Equal Employment Opportunity policy. I have engaged the services of his firm to enhance the training around this area to ensure better education and the zero tolerance of such behaviour.

Report on Allegations raised:

1. 1. Harassment towards staff, repeated comments such as "eat you skinny". The allegation is valid. The comment was made by the state of the state

2. 2. Intimidating comments, leering comments, hitting on female hotel staff and the comments around things "going too far" (Covering several points in one response) With his colleagues present responded to the group taking full responsibility that he was engaging in two way personal correspondence but I pointed out that regardless of the content, this is firstly unacceptable in any business environment and it has cost EPS and his colleagues this job and devastated all in the business. EPS response – I made it very clear that as fathers, husbands and brothers not just with the training we have had as security personnel but ethically as men we would all be outraged if this happened to our spouse or family member so once again the female staff members feelings are the only point of validity. (It goes without saying that in every response Unified's reputation, the relationship between the businesses and the ongoing damage to EPS were the only other valid point. This was mentioned after each point but for the purpose of this report I won't document is for each response.

Relationship with nursing team and Use of PPE resources:

Nigel, I have broken this part of the report under this sub heading so as to cover the points from the medical team with consistency.

The comment surrounding guards being condescending and creating an environment of intimidation and a dictatorship – both myself and the team find unwarranted and generalised and the reasons for this are as follows: (With complete respect to Unified EPS' customer I wish to express why):

- Last week EPS received a card (which I have in my possession after close to a month of around the clock dealings with the nursing staff that reads) "BIG THANKS, EVER SO GRATEFUL" "To the awesome security Team, Thanks for the time and effort <u>all of you</u> have put in to work as a team to make us feel safe day after day. Your efforts are greatly appreciated. Nursing Staff". This card doesn't give the security team "a pass" at all but the reason for the shock we feel is that the communication lines were completely open and as such if any one of my guards had of stepped out of line they would have been dismissed on the spot but this hadn't been reported to either myself or Nick.
- In relation to specific incidents, my instructions regarding the changing of any policy surrounding procedure was communicated to my entire team in the following manner. "Unified Security is the Government's customer and we are Unified's customer and that only changes to these policies can be on the back of a directive by Unified". Nigel, as witnessed last Tuesday May 5 at 1619, we received your directive regarding the acceptance of Voluntary quarantine patients with a totally revised policy and there were no questions asked and the entire team worked through the night to ensure that we met the expectations to reestablish a full roster by 0600 on the 6<sup>th</sup> and ensured a complete new security/medical

establish a full roster by 0600 on the 6<sup>th</sup> and ensured a complete new security/medical procedure was implemented.

- I believe that comments such as a dictatorship or nurses feeling intimidated arose from my directive that the **REDACTED** The AO or **REDACTED** from the nursing team needed to communicate any additional requests or changes to either Myself, Nick Bourke or the nominated supervisor. Guards were definitely not taking random direction from nursing staff as the contract nurses, the changing shift nurses and the core team were at times not on the same page. This was particularly evident when a nurse arrived in the foyer by lift with a COVID positive patient and was very directly advised that she could not bring that patient into the clean zone. (This is an example and for each example I have incident reports as a part of our procedure).
- Taking all of these issues into account, I still take ownership over the fact that tone or overall safety and comfort of any person around my security should never be one of fear, hence I can address any specific person or mannerism with detail if given as all disagreements with nursing staff were documented by shift and handed in . I do stipulate very strongly never-the-less that disrespectful tone is not acceptable under any circumstances and I believe the "angst" has arisen due to variety/inconsistency of instructions that were conflicting as were the procedures where by the other departments were asked to centralise any directives to the senior supervisor and not the guards is when guards began to not comply with requests due to the policies agreed.
- In short Yourself or Dave, would give instructions to myself or AW, these instructions would then be given operationally and to senior supervisors and DHHS, Nursing and AO with instructions by me that this was the order required to change policy.

- PPE As explained in our phone conversation yesterday there was no mention of these matters by the DHHS or the Medical staff in any informal catch up or meeting. I suggested that a 4.00pm daily meeting(or a time that suited each department) took place daily to ensure clarity and consistency of the information being fed to guards but this was declined.
- clarity and consistency of the information being fed to guards but this was declined. From our discussion Nigel I'm sure you can understand the level of detail I have around the PPE procedures at Rydges due to the stairs being a clean zone and the elevator being a red zone and as such a lot of PPE resources were used complying totally with guidelines and factually medical nurse "Sally" would regularly check on our PPE stocks as we did not have boxes of XXL gloves and the guards assisting in any patient movement were those guards and this I could go into far more detail but I'm sure there is an understanding that the PPE and safety of all was vigilantly managed and yes, if a nurse or any other person failed to follow correct procedure the guards would point that out as their personal safety (as witnessed today by a guard testing positive was also at risk).
- My final point on this is that the only feedback I had had was that from the senior nurse Sally, who had an excellent repour with and the tank you card received. In saying all that there is validity in any comment raised by any person on site not feeling comfortable in their work place.

The issue of the Kitchen:

• \* On Sunday evening May 3 I received an email from the hotel manager requesting that the kitchen not be used to heat or cook food. This had been done as the only facility to do so is in the medical/DHHS area with a microwave. I acknowledge that my Islander guards brought food on site that evening to share with the team and used the kitchen. This I take blame for this as I permitted them to bring food in unaware it was going to be heated. Ross the hotel manager addressed this issue with me via email that night and I addressed it immediately with the guards and it stopped immediately. When I was informing Ross the hotel manager of our departure from Rydges I asked him was he concerned about any other matter regarding the kitchen and I am prepared to go on public record to state he said "no we had the issue the other Sunday night, I contacted you and you fixed it.

My Specific overall response as the principal of EPS is as follows:

Any breach occurred within that site is a reflection on me. I spent an average of 13-14 hours a day every day and my greatest regret beyond the feelings of the women involved and the potential for this to damage your brand and ultimately mine, is that if any of these issues had been raised as they occurred to the hotel manager or myself or the AO they would have been addressed immediately and the perpetrator would have been terminated. The AO Helen has a long term pre existing relationship with Nick Bourke as she is a close friend of his EX wife, she could have discussed with Nick and we would have taken immediate action and I could go on but this does nothing to address the allegations.

#### Actions:

As of last night I have dismissed **and the second second** who has volunteered himself as the party who engaged in personal conversations with other departments). **Second** is deeply distressed and would like the opportunity to apologise to the women effected by his conversations. **Second** has attached a personal letter.

As of today I have engaged Michael O'Shaughnessy of MOSH management with the sole purpose to enhancing the training focus within EPS around Equal Opportunity Employment and his engagement letter is attached.

I have committed to the loyal and senior people within our business to pay them whilst we go through this process and attempt to assist others in finding work.

Finally, I feel extremely disappointed with my organisation and myself as a person, bullying allegations or inappropriate conversations within the work place or any environment enrage me and this goes against everything I believe in. I feel responsible for the people who have been very committed to this project that they have lost their jobs and saddened for the major majority of my team who have done the right thing. What this exercise has demonstrated to me is that no matter how important the operational function of any contract is and how much focus is required to ensure safety procedures and policies are never breached, Me as the CEO or leader or what ever I call myself must NEVER lose sight of continual training around this ever changing workplace and as such I have spent most of the day working to find an expert to bring into the business to facilitate this training.

Lastly, to You Dave, Karl and Nigel – I have never and will never take anything for granted in life and the opportunity you provided EPS has been something special that I ensure you all personally that I will continue to assist Unified with business development such as The AFL and the 2 Melbourne racing clubs at your request if required and that mostly I humbly apologise for the damage done. I can put my hand on my heart and say that my team and I put everything possible and more into making Rydges something Unified could be proud of but as we discussed Nigel, it only takes one or two to bring your company down.

Sorry for missing the reply deadline, I have been working flat out to make sure you have the detail you were looking for and I am available 24/7 if further clarification is required. (Apologies if there are any spelling or grammar mistakes but due to time I'm sending it off without checking thoroughly.

#### Kind regards Andrew McLean Director



#### Elite Protection Services Pty Ltd P.O. Box 275 Toorak VIC 3142 - Australia

- M +61 488 024 212
- E andy@eliteprotection.services
- E andrew.m@aigjusttraffic.com.au
- W www.eliteprotection.services
- W www.aigjusttraffic.com.au

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**AIG Security** 

184 Grange Rd, Fairfield

VIC 3078 - Australia



13th of May 2020

#### PRIVATE AND CONFIDENTIAL

Regional Work Safety Advisor Agriculture Victoria/ Business and Finances Services Operation Safety Adviser – Hotel Soteria Department of Jobs Precincts and Regions

Dear \_\_\_\_\_,

#### **Rydges Swanston Street**

I write to you in relation to the information provided to Unified Security by **Exercise**, Principal Policy Officer, Inclusion Employment, Department of Jobs, Precincts and Regions, on the 11<sup>th</sup> of May 2020.

Upon review of this email it contained several concerns in relation to the conduct shown by Unified Security Group representatives, during their duties to support Operation Soteria, at Rydges on Swanston Street.

The email in question contained significant concerns around Bullying and Harassment in the workplace, on various levels to which appeared to escalate on Sunday the 10<sup>th</sup> of May 2020.

Unified Security Group has taken the gravity of these concerns seriously, and the following has been evoked.

- Full removal of all 42 employees in including Management tasked with Operational overview of Rydges on Swanston Street, who were rostered on shift on the 10<sup>th</sup> and 11<sup>th</sup> of May 2020. The removal occurred at 1800Htrs on the 11<sup>th</sup> of May, a few hours post the receipt of the emailed concerns
- and the second shift supervisor, who's name appeared heavily with in email was terminated on the 12<sup>th</sup> of May 2020 for Conduct unbecoming
- Operational Lead, terminated for failing to adhere to Management Direction failing to communicate appropriately to his line Manager, failing to report internal Bullying and Harassment concerns to his line Manager.
- Operational Lead, terminated for failing to adhere to Company Directives, failure to report internal staff complaints of Bullying and Harassment, failure to adhere to Management Direction.

I would like to point out that the above personnel had been displaced during the COVID19 pandemic and were offered fixed term positions, within this space to assist with the operational drive and support of this initiative.

However, with that said the continued theme of internal personnel interviewed. was the continued failure of the above-mentioned managers, was the contributing factor to the unacceptable behaviours.

I am unable at this stage with the information on hand to prove behind a reasonable doubt that any other field staff that were rostered at Rydges Swanston Street, are a part of this unacceptable behaviour.

As part of the continuous improvement process the following has been implemented.

- A full replacement team including Management leads has been embed at this location moving forward effective 1800Hrs on the 11<sup>th</sup> of May 2020.
- Mo Nagi Operational lead Manager Unified Security will attend daily.
- Nigel Coppick State Manager Unified Security to become escalation contact for any and all operational concerns.
- All personnel working across the COVID19 operational space to complete Toolbox talk on Bullying and Harassment with a close out date of Wednesday the 20<sup>th</sup> of May 2020
- Nigel Coppick to be added to all broadcasting of communication from DJPR, to ensure continuity.
- Redeployment of field staff working at Rydges to other locations
- Whistleblower email address has been created for internal staff to communicate concerns confidentiality – email <u>whilstleblower@unifiedsecurity,com.au</u> internal broadcast has been communicated to all field staff.

Unified Security would like to sincerely apologise to all parties working at Rydges on Swanston Street, we hope that these outcomes will provide parties with confidence in our brand, moving forward.

We look forward to ensuring that the customer experience what we have displayed at all other locations during Operation Hotel Soteria, can be experienced by everyone at Rydges.

Please feel free to contact me on 0404490561

Yours sincerely,

Nigel Coppick State Manager Unified Security

# Actions required / next steps : Grand Chancellor Actions x by two incidents

From:	Personal Information (DJPR) Personal Information @agriculture.vic.gov.au>	
To:	Mo Nagi <mo@unifiedsecurity.com.au>, Merrin C Bamert (DHHS) <redacted< td=""><td>EDA</td></redacted<></mo@unifiedsecurity.com.au>	EDA
	REDACTED @dhhs.vic.gov.au>	
Cc:	Personal Information (DJPR) Personal Information @agriculture.vic.gov.au>, DJPR COVID /	Accom-Lead
	(DJPR) <djprcovidaccom-lead@ecodev.vic.gov.au> Tim Sullivan (D.IPR) Personal Information@gl Personal Informat/DJPR) Personal Informat@ecodev.vic.gov.au&gt; REDACTED</djprcovidaccom-lead@ecodev.vic.gov.au>	obal.vic.gov.au>,
	REDACTED @dhhs.vic.gov.au>, REDACTED @dhhs.vic.gov.a	u>
Date:	Mon, 15 Jun 2020 15:25:51 +1000	

#### Hi all,

Thanks for your time on the phone and the quick follow up just now, of one incident in the last 24 hours, ie: Note: there are emails below for the detail.

#### 1.Nurses / MOP issue...... see email below for more information.

#### As stated by you from the guards, just now :

" nurses were at 711 getting a coffee

MOP was making inappropriate comments to the nurses

Nurses came back and asked security to escort them to 711, to get coffees

- Security guards, said no to escorting the nurses "...... This would not be in their tasks to escort the nurses to 711 .
  - \* Tim Sullivan, has advised that there is coffee / tea etc at the Grand Chancellor

#### REDA, Merrin,

I have left messages for your this morning, in relation to the Stamford Plaza and Grand Chancellor.

 \* Next steps: DHHS to conduct an investigation into the incident above at the Grand Chancellor Note: I will send a separate email, in relation to the Stamford Plaza, with a skype meeting organised for tomorrow. Stamford Plaza: can you advise of a DHHS member to attend this meeting at 11am to 12 md

2. Incident: Members of Public (MOP) x entering hotel via lift @ Grand Chancellor

• \* See the details below in the email.

Note: Mo has sent me more information of the 2x MOP entering the Grand Chancellor and the circumstances surrounding this incident as known.

The police were called in reference to the 2x MOP, going straight up to the 14<sup>th</sup> floor of the hotel.

Security guards are not to allow anyone except, staff presenting with identification into the lift.

 \* Action: Mo, can you please advise of the communication that you have forwarded to your teams, regarding the above advise.

# REDA Merrin,

- Can you please advise the DHHS staff to have their identification with them, to be allowed to go into the lift.
- \* This is process will need to be discussed with you to be communicated by DHHS to all of their staff.
- \* DHHS staff, DJPR staff are to go to the ground floor to sign in.
- \* Carpark exit and entry do not seem to have a pedestrian walk way for the DHHS, DJPR staff to enter through the Hotel if they have parked in the car park.
- \* This is a safety risk identified, so everyone with identification needs to go via the lift to the ground floor

# Note: MOP are not to go into the lift at all. I am not sure if there is an exit door that they can exit from the car park for them.

Merrin **REDA** I look forward to your call, in relation to the skype meeting for Stamford, who can attend and the Grand Chancellor incidents.

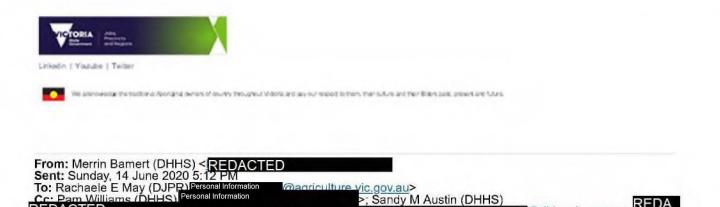
Please feel free to give me a call if you have any comments or questions.

Regards,

Personal Information

Regional Safety Advisor / Agriculture Victoria / Business and Finance Services Operational Safety Advisor – Hotel Soteria Project Department of Jobs Precincts and Regions 475 Mickleham Road, Victoria Australia, 3000 Personal Information @agriculture.vic.gov.au

@dhhs.vic.gov.au>:



>; Sandy M Austin (DHHS)

Subject: FW: Grand Chancellor Actions Ddhhs.vic.gov.au>

Hi

For discussion have tried to call but need your leads to do an incident report pretty quickly and we will also get our T/L to provide for us with yours attached.

Kind regards

Cc: Pam Willi REDACTED

Merrin

#### Merrin Bamert

Commander, Operation Soteria, Covid - 19 Director, Emergency Management, Population Health and Health Protection South Division Department of Health and Human Services evel 5 / 165-169 Thomas Street, Dandenong, 3175 REDACTED

(EDACIED

From: REDACTED	@dhhs.vic.gov.au>
Sent: Sunday, 14 June 2020 5:02 PM	<u></u>
To: Merrin Bamert (DHHS) < REDACTED	
	@dhhs.vic.gov.au>; Sandy Austin (DHHS)
Subject: Grand Chancellor Actions	

Merrin,

For your information....

2x incidents at Grand Chancellor in the last 24 hours.

#### Incident 1

A gentleman last night followed some nurses to the hotel and tried to enter. He was stopped by Security. Police were called and wrote a report. The gentleman was spotted again in the area this morning. Actions taken: Spoke with DJPR site Manager and have asked for an Incident Report to be written and provided to us, Our team leader has raised awareness for all staff at the hotel to take care. The hotel has made the car park available overnight for the nurses. We have also advised the Marriot which is close by so they are aware and can be cautious in case this individual is still around. We are awaiting copy of incident report to be provided.

#### Incident 2

~4pm this afternoon. Two people came into the hotel through the basement, advising the security guards they were staying there. They popped out in the foyer and security asked what they were doing there. They were escorted out of the hotel.

We have spoken with the VicPol EMLO and he is going to the hotel now to investigate further and to show a Police presence to show this is a serious breach. Security (Danny from Unified Security) has stood down the security guards who let the people in. The CCTV has been requested to be kept.

We have requested DJPR site Manager also include this incident in their Incident Report.

Regards

REDACTED

Manager, Emergency Management, Eastern Metro Region Department of Health and Human Services 883 Whitehorse Road, Box Hill M. **REDACTED** @dhhs.vic.gov.au

We respectfully acknowledge the Traditional Owners of country throughout Victoria and pay respect to the ongoing living cultures of Aboriginal people.

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### Incident : Grand Chancellor / actions, next steps

From:	Personal Information (DJPR) Personal Information @agriculture.vic.gov.au>
To:	Tim Sullivan (DJPR) Personal Information@global.vic.gov.au>, Personal Informa (DJPR) Personal Informa @ecodev.vic.gov.au>,
	Personal Information (DJPR) Personal Information @agriculture.vic.gov.au>, DJPR COVID Accom-Support
	(DJPR) <djprcovidaccom-support@ecodev.vic.gov.au>, DJPR COVID Accom-Lead (DJPR)</djprcovidaccom-support@ecodev.vic.gov.au>
	<pre><djprcovidaccom-lead@ecodev.vic.gov.au>, REDACTED @dhhs.vic.gov.au&gt;, REDACTED</djprcovidaccom-lead@ecodev.vic.gov.au></pre>
	REDACTED @dhhs.vic.gov.au>
Cc:	Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>
Date:	Mon, 15 Jun 2020 16:18:07 +1000

#### Hi all,

Please see the email from Mo Nagi (Unified Security Vic mgr) of further detail of what occurred at the Grand Chancellor Sunday 15/6/20, last 24 hours

#### Brief details : 15/6/20

~4pm this afternoon. Two people came into the hotel through the basement, advising the security guards they were staying there. They popped out in the foyer and security asked what they were doing there. They were escorted out of the hotel. We have spoken with the VicPol EMLO and he is going to the hotel now to investigate further and to show a Police presence to show this is a serious breach. Security (Danny from Unified Security) has stood down the security guards who let the people in. The CCTV has been requested to be kept. We have requested DJPR site Manager also include this incident in their Incident Report.

We need to discuss with DHHS, DJPR, the following:

- \* DHHS & DJPR staff & others working in the Hotel, to have their identification with them, to be allowed to go . into the lift.
- \* This is process will need to be discussed with you to be communicated by DHHS to all of their staff.
- \* DHHS staff, DJPR & staff are to go to the ground floor to sign in.
- \* Carpark exit and entry do not to have a pedestrian walk way for the DHHS , DJPR staff to enter through the Hotel if they have parked in the car park.
- \* This is a safety risk identified, so everyone with identification needs to go via the lift to the ground floor

Please see Mo Nagi (ops mgr Vic Unified Security) below for more information and to be discussed with the team.

Next steps: An investigation will need to be completed with this incident.

Please feel free to contact me regarding the above .

Regards,



We've discovered more information in relation this incident, just wanted to keep you updated in case you get questions from above.

 \* "At approx. 1610hrs today, 2 x males walked to the lift in the basement and pressed the lift button, they apparently had face masks (like PPE), the guard approached these males and met them as they got to the lift. He asked where they were working and these males entered the lift, they said, we're guests or words to that affect. The lift doors then closed.

- \* The basement guard then contacted the ground floor via two-way to let them know that 2 people were in the lift and the door had closed when they got in, they weren't sure who they were. Ground floor were on standby to meet the males but the lift kept going up
- \* The guards noticed it went to Level 14 and contact guards on the level via two-way. As soon as the door
  opened, one of our guards was at the lift and saw the two males but they closed the doors and went back to
  the ground floor. They radio'd the ground floor guards
- \* When the 2 x males came to the ground floor, our guards asked what they were doing and told them they
  aren't allowed in this building. They said they were lost or words to that affect. They asked if they wanted
  them to stay or if they were free to go. The guards allowed them to leave via the front entry
- \* As the 2 x males left, the DHHS Team Leader REDACTED was in the foyer and then asked what had happened. RE spoke with Con our Team Leader and then RE contacted Vinnie from DJPR.
- \* Danny Lombardo was going to attend the site and Vinnie contacted him to state that they need to contact VicPol because it was a breach. I attended the site after that
- \* VicPol attended around 1745hrs, Senior Sergeant Peter Sambell, and we had a meeting with him, RED, Danny and myself. We explained the information we had at hand. RED, and Peter both agreed that our guards did all they could do. They agreed that the guards would have had to use physical force to stop the 2 x males and they advised against that. They also said that they would not have wanted guards to get into the lift with them.
- \* It was discussed that maybe these 2 x males were drug dealers and possibly been organised to deliver to a
  guest in the hotel.
- \* DHHS is going to check records to see if there are any known drug addicts staying on Level 14.
- \* The car park attendant (carpark is owned by another organisation and nothing to do with the hotel). Attendent believes that he saw one of the males in the car park yesterday and remembered because he said hi to him
- \* We are also going to re-position the posting of the basement car park guards at certain times but it can be a
  bit of a challenge as the area is used for parking right outside the lift.
- \* All staff will be further briefed to be on high alert at all sites.

Kind Regards,

#### Mo Nagi

Victoria Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn

VIC

3130

Australia

Mo@un	ifiedsecurity.com.a	U
0420 3	33 758	
1300 6	58 657	
1300 6	58 647	







SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

# Meeting Minutes Health Safety Incidents - Grand Chancellor Hotel

Subject:	Health Safety I	ncidents - Grand Chanc	ellor H	otel - 14/6/20 Sunday
Date:	16 May 2020	ті	ime:	1.30 pm to 2.30pm
Location:	Grand Chance	llor Hotel		
Meeting number:	1			
Chair:	Personal Information	(Operational Safety A	Advisor	/ Project Hotel Soteria
Minute-taker:				

Attendees (Name	, Organisation)	Apologies (Name, Organisation)
REDACTED <sup>Personal Infor</sup> (DJPR/ secu	, M Nagi (Unified security), rity), <sup>Personal Inform</sup> (DJPR Lead)	Tim Sullivan (Operations / DJPR),
CFI: REDACTED	Personal Information	
(DJPR / Regional te Quarantine Agency	am lead), R May (DJPR Hotel Commander)	

Who	Description of the issues		
1. Personal Inform	All attendees welcomed and provided self-introductions		
2.Mo	Provide a brief on the two members of public entering the Chancellor Hotel Two males parked in the public car park Sunday 14/6/20. 2x males advised the guards that they were staying at the hotel.2x males went to level 14, (see lift photo below) when the guards questioned them what room no they were in, they did not know then went down the lift to leave. Security questioned them at the ground floor, with no comments and were escorted out of the hotel. Vic pol were called, and a report provided. Note; See the actions below		
3. Vinit	Advised that not all DHHS nurses are signing the register upon arrival and finishing their shifts		
4. Personal Informe	Raised the risk for MoP when exiting the carpark, that there is no pedestrian walkway at the entrance / exit points of the driveway. Mo advised that there is an exit door into a laneway for the MoP to exit the car park.		
5. Other business	No other business.		



#### Key discussion points /decisions

Who	Description of the issues

6. Other business: No other business discussed

#	Action	Owner	Due	Status	Update
1.	All staff to have identification to present to security on arrival to go up to the lift, (see photo below for lift) to sign in. If there is no identification, the guard will radio to the manager. Needs to be communicated to all Leads, DJPR, DHHS, DNATA	T Sullivan REDAC	19/6/20	Open Personal Informa to speak with Tim/ REDACTED	29/6/20
2.	Need to reinforce to the DHHS leads to remind the DHHS nurses to sign in / out on the register for their shift. To advise to go up in the lift, not via the exit of the driveway of the car park.	REDAC TED	19/6/20	Open Personal Informativ to speak with	29/6/20

Next meeting: Not required. Personal Information follow up with the open actions via an email on 26/6/20

#### Attached:

BASEMENT CARPARKING / LIFT - CAR PARK ATTENDENT





# **RE: Social Distancing Breach**

From:	(DJPR) < ecodev	.vic.gov.au>
То:	Nigel Coppick <nigel@unifiedsecurity.c< th=""><th>om.au&gt;</th></nigel@unifiedsecurity.c<>	om.au>
Cc:	David Millward <david@unifiedsecurity< th=""><th>.com.au&gt;</th></david@unifiedsecurity<>	.com.au>
Date:	Wed, 24 Jun 2020 17:14:56 +1000	

Thanks Nigel, I will forward this to my team leader. I will have to get back to you on the records.

Principal Policy Officer   Inclusion, Employment Department of Jobs, Precincts and Regions Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000 T: 03     M:
<u>djpr.vic.gov.au</u> j <u>obs.vic.gov.au</u>
JOBS VICTORIA jobs.vic.gov.au
Facebook   Instagram   LinkedIn   YouTube   Twitter
From: Nigel Coppick <nigel@unifiedsecurity.com.au> Sent: Wednesday, 24 June 2020 5:12 PM To: Mathematical (DJPR) &lt; Cc: David Millward <david@unifiedsecurity.com.au></david@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>

Subject: Re: Social Distancing Breach

Good Afternoon

In reference to the below email I would like to provide you with some overview;



At the time of this incident it was identified by the team lead supervisor who then advised the Operational Service Lead Mo Nagi.

Actions was taken immediately and both personnel where terminated with immediate effect for breaching the following;

- Unified Induction
- National COVID19 online training
- Unified COVID19 Policy
- Unifed PPE Process

As you are aware Unified Security has been diligent in its approach to the Health and Safety of its employee's through this operation and everyone that has been involved in this space including Hotel Personnel, DJPR, DHHS, Nursing staff and all other parties involved, across 10 locations including the Red Hotel.

We have also offered up initiatives such as logging personnel entering and also temperature testing. We have also added the Vic Government PPE Advise 2.2 (11th June 2020) to our mandate

I have all documents scanned however, due to large Volume it would be better to send you a USB with all documents enclosed? What would be the best way to have this delivered to you?

Regards

#### Nigel Coppick National Operations Manager

#### Victoria Office

Unit 6/109 Whitehorse Road

Blackburn

VIC

3130

Australia

<u>⊠Nigel</u>	@uni	fiedsecurity.com.au
0404	490	561
<b>L</b> 1300	658	657
1300	658	647



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On 24 Jun 2020, at 10:30 am, (DJPR) < codev.vic.gov.au> wrote:

Hi Nigel – My team leader has asked for a response from Unified Security regarding the photo in The Age today showing staff breaching social distancing rules. Particularly, we are keen to know:

- \* Have the staff been identified?
- \* Has follow up been undertaken with each of these staff?
- \* What measure Unified Security is taking regarding expectations / rules from staff for today's and future shifts?

Further, can I please get written confirmation that all staff deployed to hotel quarantine sites have undertaken the mandatory COVID-19 online training module cited in your contract. We also note that these records are in the process of being provided to us for central storage.

It would be good to get this response by COB today. Please feel free to contact me should you have any queries.

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

T: 03	M:
eco	dev.vic.gov.au
djpr.vic.gov.au jobs.vic.gov.au	

<image001.png>

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# Fwd: PPE advice for hotels doc

From:	Daniela Masci (DJPR) <daniela.masci@global.vic.gov.au></daniela.masci@global.vic.gov.au>	
To:	Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>	
Date:	Sun, 26 Apr 2020 09:01:54 +1000	
Attachments:	PPE Advice for hotel HCWs.docx (59.82 kB)	

#### Get Outlook for iOS

From: REDACTED Sent: Sunday, April 26, 2020 8: To: Daniela Masci (DJPR) <dar Subject: RE: PPE advice for ho</dar 	iela.masci@global.vic.gov.au>
Regards	
Department of Health and Human EREDACTED	Services
From: Daniela Masci (DJPR) <dar Sent: Sunday, 26 April 2020 8:48 TqREDACTED Subject: PPE advice for floters do</dar 	AM @dhhs.vic.gov.au>

Hey ACTE:

Pauline has the hard copy.

Thanks

Call me if you need.

Get Outlook for iOS

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PPE advice for hotel-based healthcare worker (HCW) for contact with COVID-19 quarantine clients

Note: P2 or N95 masks are only recommended for use when aerosol generating procedures are being undertaken or will occur. In all other instances don a surgical face mask for direct client contact.

Setting	Activity	Health care worker PPE required	Client PPE required
Hotel quarantine floor Not entering the client/s room or having direct contact with client/s.	Telephone or online triage to check for recent change in condition or development of symptoms. No direct client contact e.g. walking room hallways.	• No PPE	• No PPE
Doorway indirect contact by HCW Clients <u>without</u> <u>symptoms</u> suggestive of COVID-19 (e.g. cough, fever, shortness of breath)	<ul> <li>Any doorway visit:</li> <li>Able to maintain physical distance of at least 1.5 metres</li> <li>(e.g. second HCW accompanying primary HCW)</li> </ul>	<ul><li>Surgical mask</li><li>Hand hygiene</li></ul>	• No PPE
Perform hand hygiene before and after every client contact	<ul> <li>Any doorway visit:</li> <li>1.5 metre physical distance is not feasible</li> </ul>	<ul><li>Surgical mask</li><li>Hand hygiene</li></ul>	<ul> <li>Client to wear surgical face mask if tolerated</li> <li>Hand hygiene</li> </ul>
Doorway indirect contact by HCW Clients <u>with symptoms</u> suggestive of COVID-19 (e.g. cough, fever, shortness of breath)	Any doorway indirect contact by HCW	<ul> <li>Surgical mask</li> <li>Gown</li> <li>Gloves</li> <li>Protective eyewear</li> </ul>	<ul> <li>Client to wear surgical face mask if tolerated</li> <li>Hand hygiene</li> </ul>
Perform hand hygiene before and after every client contact			

Recommended HCW PPE use according to type of activity and client COVID-19 symptomology



Setting	Activity	Health care worker PPE required	Client PPE required		
Entering the client/s room Clients <u>with or without</u> <u>symptoms</u> suggestive of COVID-19 (e.g. cough, fever, shortness of breath)	Providing direct care or any close contact in the <u>absence</u> of aerosol generating procedures (AGP) NOTE Naso pharyngeal swab is not classified as an AGP.	<ul> <li>Surgical mask</li> <li>Gown</li> <li>Gloves</li> <li>Protective eyewear</li> </ul>	<ul> <li>Client to wear surgical face mask if tolerated and appropriate to procedure (e.g. not for naso- pharyngeal swab)</li> <li>Hand hygiene</li> </ul>		
Perform hand hygiene before and after every client contact	<ul> <li>Providing direct care or any close contact in the presence of aerosol generating procedures</li> <li>Examples of aerosol generating procedures include: <ul> <li>Cardiopulmonary resuscitation</li> <li>Nebulisation of medication</li> <li>Intubation</li> <li>Suctioning airways</li> </ul> </li> </ul>	<ul> <li>Respirator N95/P2 standard</li> <li>Gown</li> <li>Gloves</li> <li>Protective eyewear</li> </ul>	Surgical mask not appropriate for clients undergoing these procedures		

**Isolation** is used to separate ill persons who have an infectious disease from those who are healthy (e.g. tuberculosis and confirmed COVID-19 cases).

**Quarantine** is used to separate and restrict the movement of well persons who may have been exposed to an infectious disease to see if they become ill (e.g. returned travelers, cruise line crew and passengers).

### Fw: Rational Use of PPE

	REDACTED
From:	Rydges Swanston (DHHS)
To:	Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>
Date:	Wed, 13 May 2020 08:40:53 +1000
Attachments:	90. PPE Advice for hotel Security & AOs.pdf (111.43 kB)

Hi Mo

Thanks for the chat today here is the email I was trying to send yesterday



From: Rydges Swanston (DHHS) Sent: Tuesday, 12 May 2020 12:23 PM To: mo@unifiedsecurity.co.au <mo@unifiedsecurity.co.au> Cc: DHHSOpSoteriaEOC <REDACTED REDACTED

Rydges Swanston (DHHS)

Subject: Rational Use of PPE

Dear Mo

We met last week. I have attached our policy for the rational use of PPE. As you will see the security current protocols and practices for PPE among our security staff across all the quarantine hotels deviates from this advice. As you would be aware PPE is still a scarce resource (particularly surgical masks). Id also be concerned that overuse of PPE can lead to reduction in more effective self care strategies such as frequent hand washing. While this is a hotel wide issue each hotel and circumstance may be different so be good to get Unified's view on whats required and find an amenable position and consistency.

I have CCed in my command who I know are tackling this across all hotels and have engaged an infection control expert to assist. But be good e we have new staff to get it tackled locally and keep everyone safe while saving PPE for when its needed.



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## **COVID-19 Mandatory quarantine**

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

Version 2.1

### Recommended PPE use According to Type of Activity

Setting	Activity	Security Staff	Client PPE required
Hotel Lobby	Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE
Perform hand hygiene before and after every client contact	When accompanying clients for fresh air/exercise breaks from room to outside and able to maintain 1.5 metres 1.5 metre physical distance is <b>not feasible</b>	No PPE Hand hygiene Surgical mask Hand hygiene	Client to wear surgical face mask if tolerated Hand hygiene Advised not to touch anything on the way out/down
Hotel Lobby When new guests are arriving for the	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
commencement of their quarantine Perform hand hygiene before and after every client	1.5 metre physical distance is <b>not feasible</b>	Surgical mask Hand hygiene	Advised not to touch anything on the way in/up
contact			
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	Any doorway visit: Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE
Perform hand hygiene before and after every client contact	Any doorway visit: 1.5 metre physical distance is <b>not feasible</b>	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.

Hand hygiene should be frequently performed, including



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

- 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 snuggly 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

## **OPERATION SOTERIA**

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

Approved

Date: 08 Jun 20 By:REDACT DEP CMDR HLTH

Version 2.2

### Recommended PPE use According to Type of Activity

Setting	Activity	Security Staff	Client PPE required	
Hotel Lobby	Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE	
Perform hand hygiene	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	
before and after every client contact	1.5 metre physical distance is <b>not feasible</b>	Surgical mask Hand hygiene	out/down	
Hotel Lobby When new guests are arriving for the	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	
commencement of their quarantine Perform hand hygiene before and after every client contact	1.5 metre physical distance is <b>not feasible</b>	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	Any doorway visit: Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE	
Perform hand hygiene before and after every client contact	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.



Health and Human Services 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 snuggly 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



### **DHHS Operation Changes**

From: To:	Rosswyn Menezes <rosswyn_menezes@evt.com> Nigel Coppick <nigel@unifiedsecurity.com.au>, Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au></rosswyn_menezes@evt.com>
Date:	Thu, 18 Jun 2020 15:06:31 +1000
Attachments:	DHHS OPERATION CHANGES.docx (13.88 kB)

Gents,

A few things that I took down from the DHHS walk we had earlier today.

Attached some changes, will let you know anything else comes my way. Team at the hotel are aware of the bathroom changes

Cheers.

Best regards,

Rosswyn Menezes | General Manager | Rydges on Swanston Melbourne

701 Swanston Street, Carlton, VIC, 3053

Hotel: +61 3 9347 7811 | Mobile: +61 411 473 591

Email: <u>rosswyn\_menezes@evt.com</u> | Web: <u>www.rydges.com/swanston</u> | <u>www.skylineevents.com.au</u>



### **DHHS OPERATION CHANGES**

#### Bathrooms:

- > ALL Security Staff to use FEMALE bathrooms (converted to unisex bathrooms)
- > DHHS/Nurses to use MALE bathrooms (converted to unisex bathrooms)
- Hotel Staff to only use bathrooms in staffroom

#### Hotel Access:

- Security to use Blues Bar for sign-on and breaks.
- Nurses to use Orbit Room and lounge
- > Teams should not be accessing each other's areas.
- > Hotel Staff only allowed to access to clean areas or with proper authorisation

#### Lifts:

- DHHS/Infection Control will advise new process shortly. No guests to use lifts until new process has been put in place.
- RM advised DHHS that since its an infected 'room' hotel staff should not be cleaning it. DHHS will advise change.

#### Fresh Air Walks:

> DHHS/Infection Control will advise new process shortly. Per DHHS, ideally be only mental health staff taking guests for walks

#### Briefings:

Nurses to be present for all Security staff changeovers to brief staff on PPE protocols and hygiene protocols.

#### Cleaning:

- > IKON /ACS to do public area and office clean each day.
- > DHHS also contemplating a deep clean every 2 days and will advise shortly.

### HOTEL STAFF member was tested positive COVID 19

From:	Personal Information (DJPR) < Personal Information @agriculture.vic.gov.au>
To:	Personal Informa (DJPR) (Personal Inform@ecodev.vic.gov.au>, DJPR COVID Accom-Lead (DJPR) <djprcovidaccom-< th=""></djprcovidaccom-<>
	lead@ecodev.vic.gov.au>, Personal Information (DJPR) <personal @agriculture.vic.gov.au="" information=""></personal>
Cc:	Personal Information DJPR) Personal Informa@agriculture.vic.gov.au>, Niger Coppick <nigel@unifiedsecurity.com.au>,</nigel@unifiedsecurity.com.au>
	Rosswyn Menezes <rosswyn_menezes@evt.com>, DJPR COVID Accom-Support (DJPR) <djprcovidaccom-< td=""></djprcovidaccom-<></rosswyn_menezes@evt.com>
	support@ecodev.vic.gov.au>
Date:	Tue, 26 May 2020 17:10:13 +1000

Apologies, I should have checked and changed the subject matter.

It was a Hotel staff member being positive Covid 19. Kind regards,

### Personal Information



From: Personal Information (DJPR)
Sent: Tuesday, 26 May 2020 4:35 PM
To: Personal Inform (DJPR) <personal @ecodev.vic.gov.au="" inform="">; DJPR COVID Accom-Lead (DJPR) <djprcovidaccom-< td=""></djprcovidaccom-<></personal>
lead@ecodev.vic.gov.au>; Personal Information (DJPR) < Personal Information @agriculture.vic.gov.au>
Cc: Personal Information (DJPR) < Personal Informa@agriculture.vic.gov.au>; Nigel Coppick < Nigel@unifiedsecurity.com.au>;
Rosswyn Menezes <rosswyn_menezes@evt.com>; DJPR COVID Accom-Support (DJPR) <djprcovidaccom-< td=""></djprcovidaccom-<></rosswyn_menezes@evt.com>
support@ecodev.vic.gov.au>
Subject: RE: COVID-19 Positive Security Guard - Rydges

Hi all,

Nigel advised me at 3.45pm today, that a hotel staff member has been tested positive today. He had seen his Dr in Dandenong on 26/5/20 with the results today.

#### Hotel staff members' status & exposure to staff

- \* Now isolating in Rydges, feeling as well as can be expected
- \* He had a fever on Monday 25/5
  \* Last night shift Saturday 23/5

#### According to Rosswyn Menezes

- \* There has been no 15 minute face to face or 2 hour contact in an enclosed space with other staff
- \* Hotel staff member, gave a 5 min handover only.......... He works in the lobby, vacuums carpet etc as amongst other tasks
- \* Works 11pm to 7am
- \* No exposure to guests
- \* Takes public transport to work
- \* Temperature had been tested, prior to be 36.1
- \* Rosswyn has a list of staff, that have been working with the hotel staff member
   \* Rossywn has spoken to REDACTED (DHHS), Sandie Austin (DJPR), and Mathew has spoken to REDACTED (DHHS), Sandie Austin (DHS), Sandie A (DHHS)

#### Next steps

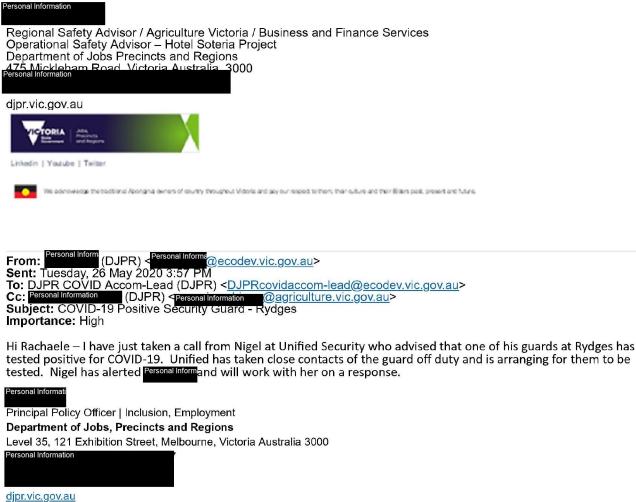
- \* According to Nigel 7 x guards are going to be tested and are not working at present
- \* Rosswyn is going to be tested today......await results
- \* Another three staff members (hotel) have been tested...... Waiting for their results

• \* Nigel, is going to keep me informed, by email / calls

I have just spoken to Bruce Gill, who was aware of the above. I have offered support to Rosswyn and Nigel, if any support, assistance is required , to give me a call.

Feel free to give me a call, if you have any questions.

Kind regards,



jobs.vic.gov.au



### **RE: COVID-19 Positive Case Rydges - Staff Rosters**

From: To:	Mo Nagi <mo@unifiedsecurity.com.au>, Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>
Cc:	Karl Leitner <karl@unifiedsecurity.com.au></karl@unifiedsecurity.com.au>
Date:	Wed, 27 May 2020 11:24:31 +1000

Thanks Mo – I'll alert the team to this positive test.

Principal Policy Officer   Inclusion, Employme Department of Jobs, Precincts and Region Level 35, 121 Exhibition Street, Melbourne, V T: 03     M:	IS	000	
<u>djpr.vic.gov.au</u> jobs.vic.gov.au			
JOBS VICTORIA jobs.vic.	gov.au		
Facebook   Instagram   LinkedIn   YouTub	<u>pe</u>   <u>Twitter</u>		
From: Mo Nagi <mo@unifiedsecurity.com Sent: Wednesday, 27 May 2020 10:56 A To: Nigel Coppick <nigel@unifiedsecurit Cc: Karl Leitner <karl@unifiedsecurity.co Subject: RE: COVID-19 Positive Case F</karl@unifiedsecurity.co </nigel@unifiedsecurit </mo@unifiedsecurity.com 	M y.com.au>; om.au>	(DJPR) <	ecodev.vic.gov.au>
Morning / Nigel,			
Please find attached guard list as reques	ted.		
Security Guard <b>Constant of the security Guard</b> has just ac positive result and a member of DHHS w	lvised he has rec ill be in contact v	eived a call from <b>sec</b> within the next 2 hours	stating he has returned a
He tested yesterday at 4pm and received	the resulted thi	s morning.	
His last shift was Saturday 23 <sup>rd</sup> .			
Will provide updates.			
Kind Regards,			
Mo Nagi Victorian Operations Manager			
Victoria Office			
Unit 6/109 Whitehorse Road			
Blackburn	VIC	3130	Australia



From: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Sent: Wednesday, 27 May 2020 9:21 AM To: Control (DJPR) <<u>Control ecodev.vic.gov.au</u>>; Mo Nagi <<u>Mo@unifiedsecurity.com.au</u>> Subject: Re: COVID-19 Positive Case Rydges - Staff Rosters

Hi

Many thanks for this information.

Mo,

Please see below, and provide a list of personnel ASAP.

Kind Regards,

Nigel Coppick National Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn	VIC	3130	Australia
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### USG.0001.0001.2558

	В	С	D	E	F	G
2	First Name	Surname	DOB	Contact	LAST WORKED	CLEARED
3					30/05/2020	
4					30/05/2020	
5					29/05/2020	YES
6					30/05/2020	125
7					24/05/2020	
8					26/05/2020	
9					24/05/2020	
10					19/05/2020	YES
11					20/05/2020	YES
12	-				22/05/2020	YES
13					25/05/2020	YES
14					27/05/2020	TLJ
14					30/05/2020	
16					19/05/2020	YES
17						TL3
17					30/05/2020	VEC
					23/05/2020	YES
19					20/05/2020	YES
20					30/05/2020	
21					30/05/2020	
22					24/05/2020	
23					24/05/2020	
24					30/05/2020	
25	-				25/05/2020	YES
26	-				25/05/2020	
27					28/05/2020	
28					20/05/2020	YES
29	-				29/05/2020	
30					25/05/2020	YES
31					26/05/2020	
32	-				28/05/2020	
33					25/05/2020	
34					29/05/2020	
35					25/05/2020	
36					24/05/2020	YES
37					25/05/2020	
38					30/05/2020	
39					16/05/2020	
40					7/11/1998	
41	_				24/05/2020	
42					29/05/2020	
43					22/05/2020	
44					25/05/2020	
45					24/05/2020	
46					29/05/2020	
47					29/05/2020	
48					29/05/2020	
49					26/05/2020	
50					29/05/2020	
51					29/05/2020	
52					29/05/2020	
53					27/05/2020	
54					26/05/2020	
55					26/05/2020	
56					29/05/2020	
57					29/05/2020	
58					29/05/2020	
59					27/05/2020	
60					29/05/2020	
61					29/05/2020	
62					28/05/2020	
63					29/05/2020	

2	H Result		J
3	Negative - 29/05/20		Negative
4	Negative - 29/05/20		Positive
5	Negative - 29/05/20		Waiting
6	Negative - 29/05/20		
7	Negative - 28/05/20		
8	Negative - 29/05/20		
9	Negative - 28/05/20		
10	Negative - 28/05/20 - TESTED NEGATIVE SECOND TIME 02/06/2020		
11	Negative - 29/05/20		
12	Negative - 30/05/20		
13	Negative - 28/05/20		
14	Negative - 29/05/20, RETESTED ON 07/06/20 -RESULT POSITIVE		
15	Negative - 29/05/20		
16	Negative - 28/05/20		
17	Negative - 29/05/20		
18	TESTED POSITIVE - BOX HILL HOSPITAL		
19	Negative - 28/05/20 - TESTED NEGATIVE SECOND TIME 02/06/2020		
20	Negative - 29/05/20		
21	Negative - 29/05/20		
22	Negative - 29/05/20		
23	Negative - 29/05/20		
24 25	Negative - 29/05/20           Negative - 28/05/20		
25	Negative - 28/05/20		
27	Negative - 29/05/20		
27	Negative - 28/05/20 -TESTED NEGATIVE SECOND TIME 02/06/2020		
29	Negative - 20/05/20 - 123125 NGATIVE 52/06/2020		
30	Negative - 28/05/20		
31	TESTED POSITIVE		
32	Negative - 29/05/20		
33	Negative - 29/05/20		
34	Negative - 29/05/20		
35	TESTED POSITIVE		
36	Negative - 29/05/20		
37	Negative - 28/05/20		
38	Negative - 29/05/20		
39	Negative - 31/05/20		
40	Negative - 29/05/20 - But told to isolate for 14 days as he went with the Positive for the testing		
41	Negative - 29/05/20		
42	Negative - 27/05/20		
43	Negative - 29/05/20		
44	TESTED POSITIVE		
45	TESTED POSITIVE		
46	Negative - 27/05/20		
47 48	Negative - 27/05/20 Negative - 27/05/20		
48	Negative - 27/05/20 - 07/06/2020-RETESTED - NEGATIVE		
49 50	Negative - 27/05/20 - 07/06/2020-RETESTED - NEGATIVE		
50	Negative - 27/05/20		
52	Negative - 27/05/20		
53	Negative - 27/05/20		
54	Negative - 27/05/20		
55	Negative - 27/05/20		
56	Negative - 27/05/20		
57	Negative - 27/05/20		
58	Negative - 27/05/20		
59	Negative - 27/05/20		
60	Negative - 27/05/20		
61	Negative - 27/05/20		
62	Waiting for the result		
63	Negative - 29/05/20		

#### INFORMATION FROM SECURITY GUARDS/ HOTEL & NURSING STAFF - revised doc 5-6-20

#### HEALTH SAFETY COVID POSITIVE INCIDENTS- RYDGES

Note: need a separate report for each guard ...... it is reported in SIMs incident notification Covid Confidential reporting.

Information taken by : (print name) : \_\_\_\_\_Mo Nagi Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_\_

#### Department: Unified Security

Note: information to be forwarded to : Georgina Shirres (Operational Safety Advisor / project Hotel Soteria) ... Georgina.shirres@agriculture.vic.gov.au - Ph:0428-921-547

SIMS REPORTING	INFORMATION	COMMENTS
Name of guard / nurse		
Reported by:		
Print name:		
Surname:		
Event (date of incident)	07/06/20	
Reported date	078/06/20	
Reported time		
Event location (physical location of the event or hazard)	Rydges on Swanston Hotel Melbourne 701 Swanston St Carlton 3053	
Work being conducted at Rydges State tasks, being conducted, eg taking guests for recreational walk etc	Static guard works across 3 levels including ground floor,	No Support with entry /exits as these are night crew team members

Prepared by: Georgina Shirres (Operational Safety Advisor / Hotel Soteria / DJPR)

Entry, exit support of guests		
Summary of what occurred, what said etc	Had been working at Rydges hotel for a few weeks and was advised to be tested as the hotel duty manager test positive to covid19	
Detailed description of the injury / illness Any signs or symptoms, when noticed, If yes, comment if able	Showing No symptoms accruing to team member based on information he has been provided by DHHS	
Any direct contact with positive covid guest Yes / No If yes: what was the contact	No direct contact, however working in a red hotel where all guest are covid19 positive	
Date tested:	Onsite test on 27 <sup>th</sup> of May 2020	
Isolation date :	Negative resulted returned on the 29 <sup>th</sup> of May 2020 Positive result second test 7 <sup>th</sup> of June 2020	Team member has advised his house mate by the name of who is an Uber driver has tested positive.
To when: date:	Waiting on DHHS to provided clearance in writing	
Immediate action taken If isolated, which hotel or is it at home?	Team member advised to self-quarantine for another 14 days	

Nominated person / line manager		
	Mo Nagi – Operations Manager	

# RE: For action: Rydges Hotel - communication to staff attending between 11-27 May

From: To:	Mo Nagi <mo@unifiedsecurity.com.au> <sup>Personal Informatic</sup>(DJPR) &lt;<sup>Personal Inform</sup>@ecodev.vic.gov.au&gt;</mo@unifiedsecurity.com.au>
Cc:	Nigel Coppick <niger@unmedsecurity.com.au></niger@unmedsecurity.com.au>
Date:	Wed, 27 May 2020 12:51:39 +1000

### Persor

We are working on the updated list and will send shortly.

We will also send the attached to all guards via email.

Kind Regards,

Mo Nagi Victorian Operations Manager

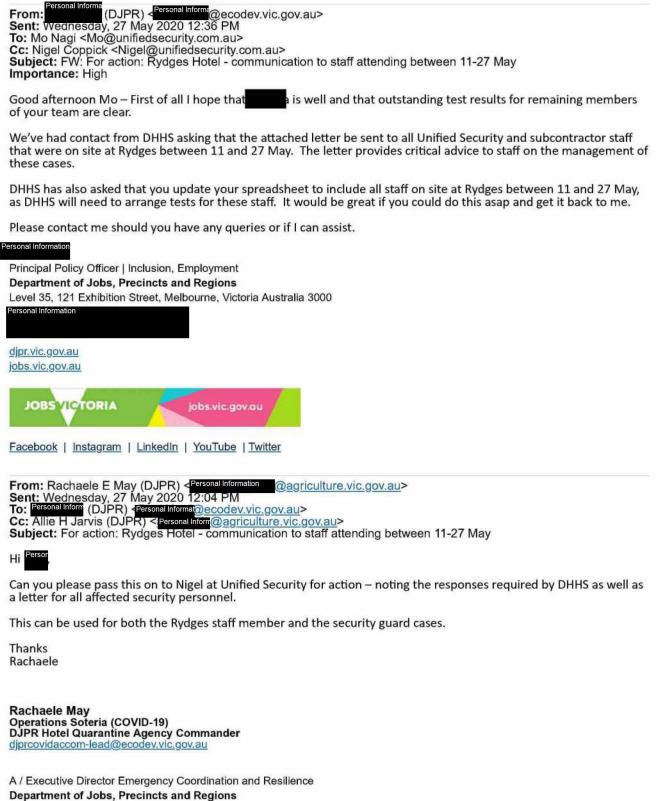
Victoria Office

Unit 6/109 Whitehorse Road

Diackbuilt Vic 5150 Australia	Blackburn	VIC	3130	Australia
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SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART



402 Mair Street Ballarat, Victoria Australia 3350

#### djpr.vic.gov.au

sonal Informatio

From: REDACTED @dhhs.vic.gov.au> Sent: Wednesday, 27 May 2020 11:16 AM To: Rachaele E May (DJPR) < Personal Information @agriculture.vic.gov.au> Cc: Pam Williams (DHHS) REDACTED Subject: Rydges Hotel - communication to staff attending between 11-27 May

### HI REDACTED

As you are aware the department has received notification of a confirmed case of COVID 19 in a hotel staff member at the Rydges on Swanston.

Could you please confirm the names and contact details of hotel and security staff who may have attended the site between the dates 11-27 May. Please let me know if there are any additional work agencies that need to be included in communication and the investigation process.

I would also be grateful if you could also forward the attached letter to those persons identified to provide them with information of the precautionary and investigative measures the department will undertake in response to this infection.

I am also seeking advice from Public Health on any additional cleaning arrangements that may need to be undertaken

Please do not hesitate to contact me if you have any questions

Kind regards



COVID 19 Health Coordination <u>dhhsopsoteriaeoc@dhhs.vic.gov.au</u>

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### Department of Health and Human Services

50 Lonsdale Street Melbourne Victoria 3000 GPO Box 4057 Melbourne Victoria 3001 www.dhhs.vic.gov.au DX 210081

#### ADVICE FOR STAFF AT RYDGES ON SWANSTON - CORONAVIRUS

#### Dear staff member

The Department of Health and Human Services has been notified of a case of coronavirus disease (COVID-19) in a staff member at Rydges on Swanston. The staff member was not at work whilst unwell, and self-isolated and was tested quickly when they became unwell. However, as a precaution, the department is undertaking an investigation and providing advice to all staff.

The staff member did work one shift prior to developing symptoms, during the period they may have been infectious. Because there is a small risk of transmission of coronavirus before symptoms begin, the department has contacted all identified close contacts of the case to advise them to quarantine and to monitor for symptoms. The case and contact management team is working with the hotel to make sure any further close contacts have been identified.

As an additional precaution and to investigate the potential sources of this infection, the department will arrange testing of all staff who worked at the same time as the case during the 14 day period before the onset of their illness. This is the time the staff member likely acquired the infection. You will be contacted by the department and recommended to be tested if you are part of this group. You will not be required to isolate while awaiting test results unless you have symptoms consistent with COVID-19.

As a further precaution, the department will also thoroughly review all aspects of the infection prevention and control arrangements at the hotel.

In common with advice to all Victorians at this time, it is important that you do not attend work if you are unwell. If you are unwell with a fever or acute respiratory illness, you should stay off work and get tested.

I would like to thank you for your work as part of the COVID-19 response and for the valuable role that you have in protecting our community.

Yours sincerely

Dr Finn Romanes Public Health Commander COVID-19 Department of Health and Human Services 2/1 5/2020



# FW: For action: Rydges Hotel - communication to staff attending between 11-27 May

From:	Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>
To:	Sam Aggarwal <sam@sterlingservicesgroup.com.au>, harry@sterlingservicesgroup.com.au</sam@sterlingservicesgroup.com.au>
Date:	Wed, 27 May 2020 12:53:41 +1000
Attachments:	Rydges on Swanston - Letter for Staff - 27 May 2020 (PHC signed).pdf (223.54 kB)

#### Hi Guys,

Could you please urgently send the attachment to all Rydges staff.

Also all staff who have worked at Rydges are to be tested at Rydges.

Kind Regards,

Mo Nagi Victorian Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn VIC 3130 Australia	VIC 3130	Blackburn	Australia
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SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

From: Personal Inform (DJPR) < Personal Inform @ecodev.vic.gov.au> Sent: Wednesday, 27 May 2020 12:36 PM To: Mo Nagi <Mo@unifiedsecurity.com.au> Cc: Nigel Coppick <Nigel@unifiedsecurity.com.au> Subject: FW: For action: Rydges Hotel - communication to staff attending between 11-27 May Importance: High

Good afternoon Mo – First of all I hope that is well and that outstanding test results for remaining members of your team are clear.

We've had contact from DHHS asking that the attached letter be sent to all Unified Security and subcontractor staff that were on site at Rydges between 11 and 27 May. The letter provides critical advice to staff on the management of these cases.

DHHS has also asked that you update your spreadsheet to include all staff on site at Rydges between 11 and 27 May, as DHHS will need to arrange tests for these staff. It would be great if you could do this asap and get it back to me.

Please contact me should you have any queries or if I can assist.



Facebook | Instagram | LinkedIn | YouTube | Twitter

From: Rachaele E May (DJPR) < Personal Information @agriculture.vic.gov.au> Sent: Wednesday, 27 May 2020 12:04 PM To: Personal Informa@ccodev.vic.gov.au> Cc: Allie H Jarvis (DJPR) < Personal Informa@agriculture.vic.gov.au> Subject: For action: Rydges Hotel - communication to staff attending between 11-27 May

Hi<sup>Personal Ir</sup>

Can you please pass this on to Nigel at Unified Security for action – noting the responses required by DHHS as well as a letter for all affected security personnel.

This can be used for both the Rydges staff member and the security guard cases.

Thanks Rachaele

Rachaele May Operations Soteria (COVID-19) DJPR Hotel Quarantine Agency Commander djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience Department of Jobs, Precincts and Regions 402 Mair Street Ballarat, Victoria Australia 3350 essonal Information

djpr.vic.gov.au

From: REDACTED	@dhhs.vic.gov.au>
Sent: Wednesday, 27 May 2020 11:16 AM	
Sent: Wednesday, 27 May 2020 11:16 AM To: Rachaele E May (DJPR) <sup>Personal Information</sup>	@agriculture.vic.gov.au>
Cc: Pam Williams (DHHS) REDACTED	
Subject: Rydges Hotel - communication to	staff attending between 11-27 May

#### Hi Rachele

As you are aware the department has received notification of a confirmed case of COVID 19 in a hotel staff member at the Rydges on Swanston.

Could you please confirm the names and contact details of hotel and security staff who may have attended the site between the dates 11-27 May. Please let me know if there are any additional work agencies that need to be included in communication and the investigation process.

I would also be grateful if you could also forward the attached letter to those persons identified to provide them with information of the precautionary and investigative measures the department will undertake in response to this infection.

I am also seeking advice from Public Health on any additional cleaning arrangements that may need to be undertaken

Please do not hesitate to contact me if you have any questions



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### Department of Health and Human Services

50 Lonsdale Street Melbourne Victoria 3000 GPO Box 4057 Melbourne Victoria 3001 www.dhhs.vic.gov.au DX 210081

#### ADVICE FOR STAFF AT RYDGES ON SWANSTON - CORONAVIRUS

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As an additional precaution and to investigate the potential sources of this infection, the department will arrange testing of all staff who worked at the same time as the case during the 14 day period before the onset of their illness. This is the time the staff member likely acquired the infection. You will be contacted by the department and recommended to be tested if you are part of this group. You will not be required to isolate while awaiting test results unless you have symptoms consistent with COVID-19.

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In common with advice to all Victorians at this time, it is important that you do not attend work if you are unwell. If you are unwell with a fever or acute respiratory illness, you should stay off work and get tested.

I would like to thank you for your work as part of the COVID-19 response and for the valuable role that you have in protecting our community.

Yours sincerely

Dr Finn Romanes Public Health Commander COVID-19 Department of Health and Human Services 2/15/2020



### **RE: For Action -**

To: Nigel Coppick shipel@unifiedsecurity.com.au/ Provention@igeqriculture.vic.gov.au, DJPR COVID Accom-Lead (DJPR) spore to any magnetic terms of the second secon					
Date:       Wed_27 May 2020 22:24:30 +1000         Thanks, Nigel.         Rachaele May Operations Soleria (COVID-19) DJPR Hotel Quarantine Agency Commander Giprovidateowike governeet algorewidateowike governeet Department of Jobs, Precincis and Regions 402:4444 Trace Ballarat: Victoria Australia 3350         dipr.vic.gov.au         From: Nigel Coopick <nigel@unifiedsecurity.com.au> Sent: Wednesday, 27 May 2020 10:12 PM Sent: Wednesday, 27 May 2020 10:12 PM Co. Bodopacity (DJPR) <djproverneet Ballaration and the agency Constrained georeevice gov.au&gt; DJPR GOVID (DJPR) / Dorot and the advect and and the distribution of the action and the action of the</djproverneet </nigel@unifiedsecurity.com.au>	From: To: Cc:	Nigel Coppick <nigel@unified Personal Informatio (DJPR) Personal Information Personal Information Personal Information lead@ecodev.vic.gov.au&gt;, Ka</nigel@unified 	security.com.au @ecodev.vic.go ov.au>, DJPR C rl Leitner <karl@< th=""><th>v.au&gt;, Allie H Jarv OVID Accom-Lea</th><th>ris (DJPR) Id (DJPR) <djprcovidaccom-< th=""></djprcovidaccom-<></th></karl@<>	v.au>, Allie H Jarv OVID Accom-Lea	ris (DJPR) Id (DJPR) <djprcovidaccom-< th=""></djprcovidaccom-<>
Operations Soberia (COVID-19) DJPR Hotel Quarantine Agency Commander djprcovidaccom-lead@ecodev.vic.gov.au A / Executive Director Emergency Coordination and Resilience Department of Jobs, Precincts and Regions 402 Mar Street Balanat Victoria Australia 3350 with Note Note Street Balanat Victoria Australia 3350 dipr.vic.gov.au From: Nigel Coppick <nigel@unifiedsecurity.com.au> Sent: Wednesday, 27 May 2020 10:12 PM To: Bacinaelo E May (D.UER) { Jenerodi Insuand @ggriculture.vic.gov.au&gt; Cerectoria (DJPR) { Jenerodi Insuand @ggriculture.vic.gov.au&gt; Sent: Wednesday, 27 May 2020 10:12 PM To: Bacinaelo E May (D.UER) { Jenerodi Insuand @ggriculture.vic.gov.au&gt; Sent: Wednesday, 27 May 2020 10:12 PM To: Bacinaelo E May (D.UER) { Jenerodi Insuand @ggriculture.vic.gov.au&gt; Subject: Re: For Action - Hi Rachaele, I hope you are well, I will arrange for the testing of personnel as per your request. We are keen to ensure that we support the initiative and understand the mapping Kind Regards Kind Regards, Nigel Coppick National Operations Manager Victoria Office Unit 6/109 Whitehorse Road</nigel@unifiedsecurity.com.au>	Date:	-			
Department of Jobs, Precincts and Regions 402 Mar. Street Ballarat. Victoria Australia 3350         dipr.vic.gov.au         rom: Nigel Coppick <nigel@unifiedsecurity.com.au> Sent: Wednesday. 27 May 2020 10:12 PM To: Rachaele, E May (D.JPR) <preorational @agriculture.vic.gov.au="" memory=""> C::::::::::::::::::::::::::::::::::::</preorational></nigel@unifiedsecurity.com.au>	Thanks,	, Nigel.			
Cc: Personal linear (DJPR) Personal and the second of the	Operation DJPR H	ons Soteria (COVID-19) otel Quarantine Agency Comma	n <b>der</b> au		
From: Nigel Coppick <nigel@unifiedsecurity.com.au> Sent: Wednesday, 27 May 2020 10:12 PM To: Rachaele_ E May (DJPR) &lt;2020 10:12 PM Ce: Basenalinton (DJPR) (Herovalinton @eagriculture.vic.gov.au&gt; Ce: Basenalinton (DJPR) (Herovalinton @eagriculture.vic.gov.au&gt; Ce: Fasenalinton (DJPR) (Herovalinton @eagriculture.vic.gov.au&gt; (Karl@unifiedsecurity.com.au&gt;; Mo Nagi <mo@unifiedsecurity.com.au> Subject: Re: For Action - Hi Rachaele, I hope you are well, I will arrange for the testing of personnel as per your request. We are keen to ensure that we support the initiative and understand the mapping Kind Regards Kind Regards, Nigel Coppick National Operations Manager Victoria Office Unit 6/109 Whitehorse Road</mo@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>	Departn	nent of Jobs, Precincts and Regi	ons	сө	
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I hope you are well, I will arrange for the testing of personnel as per your request. We are keen to ensure that we support the initiative and understand the mapping Kind Regards Kind Regards, Nigel Coppick National Operations Manager Victoria Office Unit 6/109 Whitehorse Road	Sent: V To: Rac Cc: Pers DJPR ( <karl@< th=""><th>Vednesday, 27 May 2020 10:12 chaele E May (DJPR) &lt; <sup>Personal Info onal Inform (DJPR) Personal Inform (DJPR) &lt; D COVID Accom-Lead (DJPR) &lt; D gunifiedsecurity.com.au&gt;; Mo Na</sup></th><th>PM <sup>ormation</sup>@agricu odev.vic.gov.au JPRcovidaccom</th><th>&gt;; Allie H Jarvis ([ n-lead@ecodev.vid</th><th>c.gov.au&gt;; Karl Leitner</th></karl@<>	Vednesday, 27 May 2020 10:12 chaele E May (DJPR) < <sup>Personal Info onal Inform (DJPR) Personal Inform (DJPR) &lt; D COVID Accom-Lead (DJPR) &lt; D gunifiedsecurity.com.au&gt;; Mo Na</sup>	PM <sup>ormation</sup> @agricu odev.vic.gov.au JPRcovidaccom	>; Allie H Jarvis ([ n-lead@ecodev.vid	c.gov.au>; Karl Leitner
We are keen to ensure that we support the initiative and understand the mapping Kind Regards Kind Regards, Nigel Coppick National Operations Manager Victoria Office Unit 6/109 Whitehorse Road	Hi Rach	aele,			
Kind Regards Kind Regards, Nigel Coppick National Operations Manager Victoria Office Unit 6/109 Whitehorse Road	I hope	/ou are well, I will arrange for t	ne testing of pe	rsonnel as per you	ır request.
Kind Regards, <b>Nigel Coppick</b> <b>National Operations Manager</b> <b>Victoria Office</b> Unit 6/109 Whitehorse Road	We are	keen to ensure that we suppor	t the initiative a	nd understand the	e mapping
Nigel Coppick National Operations Manager Victoria Office Unit 6/109 Whitehorse Road	Kind Re	gards			
National Operations Manager Victoria Office Unit 6/109 Whitehorse Road	Kind R	egards,			
Unit 6/109 Whitehorse Road	Nigel ( Nation	Coppick al Operations Manager			
	Victoria	a Office			
Blackburn VIC 3130 Australia	Unit 6,	109 Whitehorse Road			
	Blackb	urn	VIC	3130	Australia

Nigel@unifiedsecurity.com.au
0404 490 561
1300 658 657
1300 658 647



f in



### SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

On 27 May 2020, at 9:59 pm, Rachaele E May (DJPR) (Personal Information @agriculture.vic.gov.au > wrote:

Good evening Nigel,

Thank you for your support over the past few days regarding the positive cases at Rydges Hotel. I note you have already provided the names of security personnel who worked at Rydges recently, and also indicated those awaiting test results. I also note that some further staff were tested today.

DHHS have tonight asked me to follow up on a few matters.

DHHS request that all staff who attended the Rydges site for 30 minutes or more on or after the 11<sup>th</sup> of May be tested for COVID-19. Staff who have not already been tested should present to Rydges on 28<sup>th</sup> May to be tested for COVID-19.

If staff have not been contacted directly by DHHS, then they have not been identified as close contacts and do not need to quarantine.

Staff who do not have symptoms do not need to isolate whilst awaiting results.

Staff with symptoms should not attend work and should be advised to seek testing and isolate whilst awaiting results. Symptoms of COVID-19 include fever, chills, cough, sore throat, shortness of breath, runny nose and new loss of smell.

Can you please provide the attached letter to any staff who attended the Rydges site for 30 minutes or more on or after the 11<sup>th</sup> of May be tested for COVID-19.

Can you also please advise me of any staff who may attend Rydges on 28 May to be tested, so that we can ensure the on site nurses are advised to expect them.

Thanks again, Nigel. I hope your staff member who is ill is recovering well and we continue to wish them a very speedy recovery.

Regards Rachaele

Rachaele May Operations Soteria (COVID-19)

## DJPR Hotel Quarantine Agency Commander djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience Department of Jobs, Precincts and Regions 402 Mair Street Ballarat, Victoria Australia 3350

djpr.vic.gov.au

<Rydges staff letter testing.pdf>

~



### Department of Health and Human Services

50 Lonsdale Street Melbourne Victoria 3000 GPO Box 4057 Melbourne Victoria 3001 www.dhhs.vic.gov.au DX 210081

#### UPDATE: CORONAVIRUS DISEASE (COVID-19) TESTING FOR STAFF AT RYDGES ON SWANSTON

Dear staff member,

The Department of Health and Human Services (the Department) is currently investigating an outbreak of coronavirus disease (COVID-19) in staff working at Rydges on Swanston. As of 27 May 2020, two cases of COVID-19 among staff have been notified to the department. The staff members did not attend work while unwell and were tested quickly when they became unwell.

Both staff worked one shift prior to developing symptoms and while they may have been infectious. The department has contacted all identified close contacts of the cases to advise them to quarantine and to monitor for symptoms. The department is thoroughly reviewing all aspects of the infection prevention and control arrangements at the hotel, and an outbreak investigation is current and ongoing.

<u>If you have not been contacted directly by the department, you have not been identified as a</u> <u>close contact and therefore do not need to quarantine.</u>

As an additional precaution, and to investigate the potential sources of this infection, the Department is requesting that **all staff** who have spent 30 minutes or more at Rydges on Swanston **on or after the 11 May 2020** be tested for COVID-19.

If you have not already been tested, please **present to the Rydges on 28 May 2020 to be tested for COVID-19.** If you do not have any symptoms there is no need for you to isolate while you await your results. If you have any symptoms associated with COVID-19 please isolate at home until you have received your results.

If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

S.2 C

Dr Simon Crouch Deputy Public Health Commander COVID-19 (Case, Contact and Outbreak Management) Department of Health and Human Services

27 May 2020



### Staffing at Rydges on Swanston

From:	REDACTED	@dhhs.vic.gov.au>
To:	Nigel Coppick <nigel@unifiedsecurit< td=""><td>y.com.au&gt;</td></nigel@unifiedsecurit<>	y.com.au>
Date:	Fri, 29 May 2020 17:29:21 +1000	

Hi Nigel,

As you're aware, our public health investigation at Rydges on Swanston is active and ongoing.

There is currently concern that **environmental transmission** may have occurred in this setting. We are therefore asking that all staff who have worked at Rydges on Swanston since the **11th May** (14 days before symptom onset in the first case) do not work elsewhere, <u>unless</u> they have not been on site in the past 14 days (i.e. since 15<sup>th</sup> May) AND have had a negative swab.

While we do not currently consider these staff to meet the definition of close contacts of a case (and therefore they are not required to quarantine), there is a possibility that these staff (even though they tested negative yesterday) could be incubating COVID-19. This is why we are asking that they only work at Rydges on Swanston for now.

Feel free to contact me if you have further questions.

### REDACTED

Public Health Operations (Case, Contact & Outbreak management) | Novel Coronavirus (COVID-19) Response

Health Protection Branch | Regulation, Health Protection and Emergency Management Division Department of Health & Human Soprices | 50 Longdalo Street, Molbourne, Victoria, 3000 mREDACTED @dhhs.vic.gov.au

W. www.dhhs.vic.gov.au



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#### RE: New public health advice for staff at Rydges on Swanston

From: To: Cc: Date:	REDACTED       @dhhs.vic.gov.au>         Nigel Coppick <nige@unifiedsecurity.com.au>       Personal in         Sarah McGuinness (DHHS)       Personal in         Gdavid@unifiedsecurity.com.au&gt;, Allie Jarvis (DEDJTR)       Personal in         Personal in       (DEDJTR)         Sarah McGuinness (DHHS)       Personal in         Sarah McGuinness (DHS)       Personal in         Sarah McGuinness (DHS)</nige@unifiedsecurity.com.au>
li Nigel	
he reas	son for clarification was because the staff member believes he worked days which you have not indicated, I believe that we need to seek clarification with the case as sems to be confusion. I had gained this information post our initial email, I wanted to ensure that there were no shifts that had been missed,
apprec	iate the quick clarification.
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	salth Operations   Novel Coronavirus (COVID-19) Response rotection Branch   Regulation, Health Protection and Emergency Management Division
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	State Government Services
	NT - Please note that the content of this fax / this email is for the addressee's use only. It is confidential and may be legally privileged. It must not be copied or distributed to anyone outside DHHS without the n of the author, if you are not the intended recipient, any disclosure, copying or use of this information is prohibited.
From: N	Nigel Coppick <nigel@unifiedsecurity.com.au> aturday, 30 May 2020 11:49 PM</nigel@unifiedsecurity.com.au>
o: Di	aurday, 30 May 2020 11 49 PM @dhhs.vic.gov.au> ah McGuinness (DHHSDEDACTED vis (DEDJTR) <personal ii@ecodev.vic.gov.au="">; David Millward <david@unifiedsecurity.com.au> vis (DEDJTR) <personal informativagriculture.vic.gov.au="">; t: Re: New public health advice for staff at Rydges on Swanston</personal></david@unifiedsecurity.com.au></personal>
he orig	inal communication indicates the 18th, hence the update?
ind Re	egards,
	oppick al Operations Manager
	a Office
Init 6/	109 Whitehorse Road
llackbu	urn VIC 3130 Australia
Nine	l@unifiedsecurity.com.au
040	4 490 561 0 658 657
	0.658.647
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(0	unifiedsecurity.com.au
SYD	NEY   ACT   NEWCASTLE   MELBOURNE   BRISBANE   PERTH   ADELAIDE   HOBART
	NEY   ACT   NEWCASTLE   MELBOURNE   BRISBANE   PERTH   ADELAIDE   HOBART

Did not mean to confuse, the reason for me following up is the information that the case provided staff this evening that he worked 25/05 & 29/05 and does not report working at Rydges 21/05. I have followed up to ensure that there has been no miscommunication and to ensure that we absolutely have the correct information as it is

pertinent to our ongoing investigation.

I will have someone call the case again in the morning and discuss that there is no record of his working on those dates and have him check again the dates he believes he worked

Thanks for your ongoing assistance, it's incredibly helpful although I understand at times tedious,

Kind Regards,

#### REDACTED

#### Public Health Operations | Novel Coronavirus (COVID-19) Response

Health Protection Branch | Regulation, Health Protection and Emergency Management Division Department of Health & Human Services | 50 Lonsdale Street, Melbourne, Victoria, 3000

@dhhs.vic.gov.au REDACTED

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If you have received this fax / this email in error, please contact the author whose details appear above

From: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Sent: Safurday 30 May 200 To: DEDACTED Cc: Sarah McGuinness (DHHS) Subject: Re: New public health advice for staff at Rydges on Swanston

#### REDACT

As per my email, he only worked on the 21st? Sorry not sure why you are asking me this

Kind Regards,

Nigel Coppick National Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

VIC Blackburn 3130 Australia Nigel@unifiedsecurity.com.au 0404 490 561 1300 658 657 1300 658 647 <image006.png> <image007.png> <image010.png>

<image009.png>

SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

On 30 May 2020, at 11:10 pm. REDACTED

@dhhs.vic.gov.au> wrote:

#### Hi Nigel,

Can we please confirm the dates of work for this case ? he has stated he worked at Rydges 25/05/2020 and 28/05/2020. Your information was that he had only worked 21/05/2020?

Thanks for your assistance,

#### REDACTED

Public Health Operations | Novel Coronavirus (COVID-19) Response

Health Protection Branch | Regulation, Health Protection and Emergency Management Division Department of Health & Human Services - 50 Encsdale Street, Melbourne, Victoria, 3000 REDACTED @dhhs.vic.gov.au

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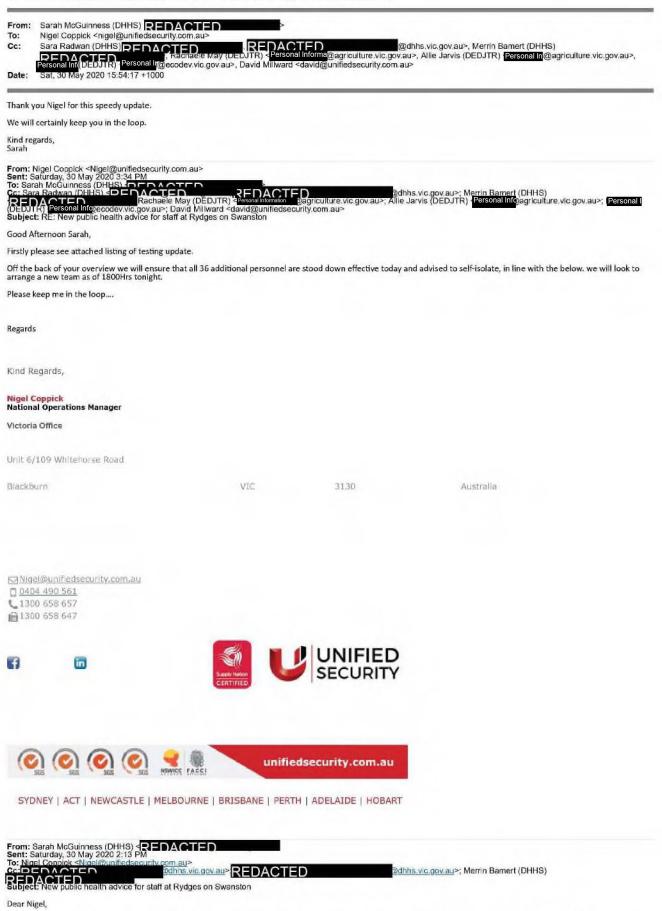
From: Nigel Coppick <nigel@unifiedsecurity.com.au> Sent: Salurday, 30 May 2020 8:06 PM To: Do Comment Senting REDACTED Subject: Re; New public health advice for stall at Ryoge HIRED;</nigel@unifiedsecurity.com.au>	es on Swanston		
Number Is correct			
Kind Regards,			
Nigel Coppick National Operations Manager			
Victoria Office			
Unit 6/109 Whitehorse Road			
	VIC	2120	Automalia
Blackburn	VIC	3130	Australia
Nigel@unlfledsecurity.com.au			
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On 30 May 2020, at 7:42 pm. REDACTED	Dahh	s.vic.gov.au> wrote;	
Could you confirm his mobile number?			
REDACTE			
Public Health Operations   Novel Coronavirus (COVID			
Health Protection Branch   Regulation, Health Protection a Denatment of Health & Human Services   50 Lonstale Sto REDACTED	eet. Melbourne, Victoria, 30 @dhhs.vi	00	
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without the permission of the author. If you are not the intended re- If you have received this fox / this email in error, please contact the			
From: Nigel Coppick < <u>Nigel@unifiedsecurity.com.au</u> Sept: Saturday, 30 May 2020 7:10 PM	>		
To REDACTED Ce: Saran WCGUINNESS (DHINS) REDACTED Subject: Re: New public health advice for staff at Ryn	dges on Swanston		
Hi REN have spoken to him he is showing very ligh Symptoms	t		
I was looking at my drop shift report and notice he re	eplaced a member of staff,	on the 21st	
Kind Regards,			
Nigel Coppick National Operations Manager			
Victoria Office			
Unit 6/109 Whitehorse Road			

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lackburn	VIC	3130	Australia	
Nigel@unifiedsecurity.com.au				
0404 490 561 1300 658 657				
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SYDNEY   ACT   NEWCASTLE   MI	LEOURNE   BRISBANE	PERIN   ADELAIDE   HO	DARI	
On 30 May 2020, at 6:59 pm, REDA	CTED	@dhhs.vic.gov.au> wrote;		
Hi Nigel,				
Do you have direct contact with	e have been un successful in c	ontacting him, he was not or	the initial spreadsheet.	
Did he work a night shift on the 21/05/20	020			
Kind Regards,				
REDACTE				
Public Health Operations   Novel Coronavi				
Health Protection Branch   Regulation, Health Department of Health & Human Services   50	Lonsdale Street, Melbourne, Vic	agement Division toria, 3000 hhs.vic.gov.au		
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If you have received this fax / this email in error, ple	ase contact the author whose details	appear above.	and the production	
From: Nigel Coppick < <u>Nigel@unifiedsec</u>	urity.com.au>			
From: Nigel Coppick < <u>Nigel@unifiedsec</u> Sent: Saturday, 30 May 2020 6:26 PM To: Sarah McGuinness (DHHS) DEDAC Cc: Sara Radwan (DHHS) DEDAC		ACTED	@dhhs.vic.gov.au>; Merrin Barnert	(DHHS)
Ce: Sarah McGuinness (DHES) DE CA Ce: Sarah McGuinness (DHES) DE CA DE C	1 Millward < <u>david@unifiedsec</u> ov.au>; Rachaele May (DEDJ)	rity com.au>; Personal Inf DE R) < 2agricu	DJTR) < @ecodev vic.gov.au>; ture.vic.gov.au>	Allie Jarvis
	r staff at Rydges on Swanstor			
Hi All, Please be advise that whilst reviewing ca	sual personnel I have identifie	d an additional name		
ricese ise dovise the whist reviewing ca	sour personner rinave raenante	o an additional hame		
Worked on the 21st of May 2020, has be	en tested and confirmed posit	ive		
He has only worked one shift for me and	not worked anywhere else			
Regards				
Kind Regards,				
Nigel Coppick				
National Operations Manager				
Victoria Office				
Unit 6/109 Whitehorse Road				
Blackburn	VIC	3130	Australia	
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SYDNEY   ACT   NE	WCASTLE   MELBOURNE   BRISBANE   PERTH	ADELAIDE   HOBART
On 30 May 2020, at 2:1	3 pm, Sarah McGuinness (DHHS)	wrote:
Dear Nigel,		
l am part of the public l health advice.	nealth team investigating the outbreak of COVID-19 at R	ydges on Swanston. I am writing to provide you with some new public
In the past 24 hours, fo aware, four of these ca member of the hotel.	ur new cases of COVID-19 have been detected in staff w ses are in security guards. The new cases were all identi	ho work at the hotel, bringing the total for this outbreak to six. As you are field as part of testing initiated after identification of the first case in a staff
investigation is underw	elevant parts of the hotel has been undertaken, alongsid ay to review all possible causes of transmission within th outbreak squad are attending the hotel to review all infi	le contact tracing, isolation and quarantine of close contacts. A full ne hotel, including looking into links between affected staff. Infection control ection prevention and control procedures.
<ul> <li>* Any staff mem inclusive is now Contact team wi</li> </ul>	being asked to <b>quarantine for 14 days</b> since their last y Il make contact with each of these staff members directl ided the site between 11 and 17 May only and who have	minutes or more during the period <b>18 May to midday on 28 May</b> visit to the hotel. The Department of Health and Human Service's Case and ly to provide further advice and support. e tested negative for COVID-19 can continue with their daily activities
		May should not work elsewhere for now while the investigation is
As mentioned above, w can be rostered on for t quarantine.	e will make contact with each of these staff on an indivi he hotel for this evening. We will be in touch with you la	dual basis, but you can use the criteria above to help you determine who ater today to confirm the list of security staff who meet the criteria for
us with a spreadsheet	esterday of all of the staff who have been tested and wh staff (for whom we are yet to receive test results for) –	tween 11 to 28 May to seek testing for COV/ID-19. Thank you for providing no have received results. Based on the information I currently have to hand, are you aware of whether these staff have been tested, and if so – where
they sought this testing		
Please let us know if yo Thanks and kind regard	u have any questions or concerns,	
Sarah	~,	
	cian ak Management   COVID-19 Surge Workforce Human Services   50 Lonsdale Street, Melbourne Victoria 300	o d
REDACTED		
		above and may be subject to legal privilege. If you are not the intended

### RE: New public health advice for staff at Rydges on Swanston



1 am part of the public health team investigating the outbreak of COVID-19 at Rydges on Swanston. 1 am writing to provide you with some new public health advice.

In the past 24 hours, four new cases of COVID-19 have been detected in staff who work at the hotel, bringing the total for this outbreak to six. As you are aware, four of these cases are in security guards. The new cases were all identified as part of testing initiated after identification of the first case in a staff member of the hotel.

Thorough cleaning of relevant parts of the hotel has been undertaken, alongside contact tracing, isolation and quarantine of close contacts. A full investigation is underway to review all possible causes of transmission within the hotel, including looking into links between affected staff. Infection control experts from the DHHS outbreak squad are attending the hotel to review all infection prevention and control procedures.

- The following advice applies from today (30 May):
   \* Any staff member who attended the Rydges on Swanston Hotel for 30 minutes or more during the period 18 May to midday on 28 May inclusive is now being asked to quarantine for 14 days since their last visit to the hotel. The Department of Health and Human Service's Case and Contact team will make contact with each of these \* Staff who attended the site between 11 and 17 May only and who have tested negative for COVID-19 can continue with their daily activities (including work).
   \* Staff who have only attended Rydges on Swanston from midday on 28 May should not work elsewhere for now while the investigation is underway.

As mentioned above, we will make contact with each of these staff on an individual basis, but you can use the criteria above to help you determine who can be rostered on for the hotel for this evening. We will be in touch with you later today to confirm the list of security staff who meet the criteria for quarantine.

As you know, we have previously asked that all staff who attended the hotel between 11 to 28 May to seek testing for COVID-19. Thank you for providing us with a spreadsheet yesterday of all of the staff who have been tested and who have received results. Based on the information I currently have to hand, there are 5 outstanding staff (for whom we are yet to receive test results for) – are you aware of whether these staff have been tested, and if so – where they sought this testing?

FIRST NAME	SURNAME	DOB	CONTACT	Test date

Please let us know if you have any questions or concerns,

Thanks and kind regards, Sarah

#### Dr Sarah McGuinness

Infectious Diseases Physician

Case, Contact and Outbreak Management | COVID-19 Surge Workforce

Department of Health and Human Services | 50 Lonsdale Street, Melbourne Victoria 3000

### REDACTED

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# **Transfer of Rydges Guests**

From:	Rachaele E May (DJPR) < Personal Information @agriculture.vic.gov.au>
To:	Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>
Cc:	D <u>JPR CO</u> VID Accom-Lead (DJPR) <djprcovidaccom-lead@ecodev.vic.gov.au><sup>Personal Informat</sup> (DJPR)</djprcovidaccom-lead@ecodev.vic.gov.au>
	<personal inform@ecodev.vic.gov.au=""></personal>
Date:	Mon, 01 Jun 2020 10:22:59 +1000

Good morning Nigel,

Thank you for continuing to work with us during a very difficult period. I hope you and your staff are well and recovering.

I confirm that DHHS have arranged to transfer all the current guests at Rydges to the Novotel South Wharf hotel. Guests will begin departing between 9am and 10am Monday 1 June. Pending any results from the current DHHS outbreak investigation, it is our intention to move guests back in to Rydges when self quarantine period ends. We anticipate this to be mid-June.

I understand you have worked directly with Rydges hotel management, and Unified security will maintain a presence at the hotel while it is vacant. DJPR will arrange a full bioclean of all rooms and common areas in Rydges while it is vacant. I will be in touch to confirm the dates cleaners will need to access the hotel.

Please reach out if there is anything else I can assist with.

Take care,

Rachaele

Rachaele May Operations Soteria (COVID-19) DJPR Hotel Quarantine Agency Commander djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience Department of Jobs, Precincts and Regions 402 Mair Street Ballarat, Victoria Australia 3350

djpr.vic.gov.au

# 320203484772 outbreak

From:	Public Health Operations REDACTED	1.000	
To:	Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>		
Date:	Tue, 02 Jun 2020 11:04:46 +1000		

Dear Nigel,

Please can we ensure any staff member who worked in Rydges hotel between the 11/5/20 and 28/5/20 have had an initial swab taken.

Kind regards, REDACTED	
Public Health Operations   Novel Coronavirus (COVID-19) Response	
Health Protection Branch   Regulation, Health Protection and Emergency Manager	ment Division
Department of Health & Human Services   50 Lonsdale Street, Melbourne, Victoria	a, 3000
t.REDACTED	
w.www.onns.vic.gov.au	

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# RE: Return to work united security

From:	Allie H Jarvis (DJPR) <allie.jarvis@agriculture.vic.gov.au></allie.jarvis@agriculture.vic.gov.au>
To:	Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>
Date:	Thu, 04 Jun 2020 15:57:34 +1000



From: Nigel Coppick <Nigel@unifiedsecurity.com.au> Sent: Thursday, 4 June 2020 3:56 PM To:REDACTED Cc: Allie H Jarvis (DJPR) <allie.jarvis@agriculture.vic.gov.au>; Subject: RE: Return to work united security

### HIREDACT

FYI - have been cleared and are returning to work



Kind Regards,

Nigel Coppick National Operations Manager

Victoria Office

F

Unit 6/109 Whitehorse Road

Blackburn VIC

3130

Australia

Nigel@unifiedsecurity.com.au
0404 490 561
1300 658 657
1300 658 647

in





# SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

From: REDACTED

@dhhs.vic.gov.au>

Sent: Thursday, 4 June 2020 1:42 PM To: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Subject: Return to work united security

Hi Nigel,

I am emailing to ensure you are aware of what we have asked of all staff that were considered close contacts in the Rydges on Swanston outbreak, everyone is required to have another swab done on or after day 11 and it must be negative with a letter from DHHS before they return to work.

I think this initially may have been unclear this is compulsory, we have informed all of the staff of this requirement. If you could please ensure that you sight negative results and the DHHS return to work letter before rostering people implicated in this outbreak for work.

Kind Regards,

I C

### REDACTED

Public Health Operations | Novel Coronavirus (COVID-19) Response

Health

Health Protection Branch | Regulation, Health Protection and Emergency Management Division Department of Health & Human Services | 50 Lonsdale Street, Melbourne, Victoria, 3000 **m**REDACTED

adhhs.vic.gov.au



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### **INFORMATION FROM SECURITY GUARDS/ HOTEL & NURSING STAFF**

### HEALTH SAFETY COVID POSITIVE INCIDENTS- RYDGES - MAY 2020

Note: need a separate report for each guard ...... it is reported in SIMs incident notification Covid Confidential reporting.

formation taken by : (print name) :	Signature:	Date:
-------------------------------------	------------	-------

#### Department:

Note: information to be forwarded to : Georgina Shirres (Operational Safety Advisor / project Hotel Soteria) ... Georgina.shirres@agriculture.vic.gov.au - Ph:0428-921-547

SIMS REPORTING	INFORMATION	COMMENTS
Name of guard		
Reported by:		
Print name:		
Sumame:		
Event (date of incident)	26 <sup>th</sup> of May 2020	
Reported date	26 <sup>th</sup> of May 2020	
Reported time		
Event location (physical location of the event or hazard)	Rydges on Swanston Hotel Melbourne 701 Swanston St Carlton 3053	
Work being conducted at Rydges	Static Security Guard	
State tasks, being conducted, eg taking guests for recreational walk etc		

Entry, exit support of guests		
Summary of what occurred, what said etc	Advised of a positive COVID19 result by Government, Unified Security had informed all security staff to be tested	
Detailed description of the injury / illness Any signs or symptoms, when noticed,	COVID19	
If yes, comment if able		
Any direct contact with positive covid guest	No however this is a covid19 hotel	
Yes / No		
If yes: what was the contact		
Date tested:		
Isolation date :		
To when: date:	Staff to remain isolated until a negative test result and clearance in writing by DHHS	
Immediate action taken	All staff that have worked at Rydges will be isolated until clearance provided in	
If isolated, which hotel or is it at home ?	writing by DHHS	
Nominated person / line manager	Mo Nagi – Operations Manager Nigel Coppick – National Operations Manager	

# RE: Action / support required: completion incident report each guard / nurse

From:	Personal Information (DJPR) <pers< th=""><th></th><th>agriculture.vic.gov.a</th><th>u&gt;</th><th></th></pers<>		agriculture.vic.gov.a	u>	
To: Cc:	Mo Nagi <mo@unifiedsecurity Personal InformaticoJJPR) Personal Informati</mo@unifiedsecurity 		Personal Information	(DJPR)	
	<personal informs@agriculture.vic.go<="" th=""><th>ov.au&gt;REDAC</th><th>TED</th><th></th><th>Nigel</th></personal>	ov.au>REDAC	TED		Nigel
Date:	Coppick <nigel@unifiedsecuri Fri, 05 Jun 2020 14:18:24 +10</nigel@unifiedsecuri 				
					_
Hi Mo,					
You are	amazing, thanks very much for	being so efficie	ent. It is really appred	ciated.	
have s	o many positive things to say al	out the Unified	d Team. It is great to	work together.	
Take ca	re and have a good long weeker	nd,			
Cheers,					
ersonal Info	rmation				
Region	al Safety Advisor / Agriculture V	ictoria / Busines	ss and Finance Serv	ices	
Departr	ional Safety Advisor – Hotel Sot ment of Jobs Precincts and Reg	ons			
ersonal Info	ckleham Road, Victoria Australia <sup>rmation</sup>	, 3000			
djpr.vic.	.gov.au				
19	ORIA det				
	Value 1 Petropy				
Criverport	Youtuber   Teitter				
	All obcorrector the traditional Abort and densits of exurity Teo	ughout virtanis and jany our res	ood lotters, that subure and their Bran	olat, present and future.	
From:	Mo Nagi <mo@unifiedsecurity.c Friday, 5 June 2020 2:12 PM</mo@unifiedsecurity.c 	om.au>			
	onal Information (DJPR) < Personal Info	mation @agric	ulture.vic.gov.au>R	EDACTED	
Cc: Pers	inal Inform (DJPR) <sup>Personal Informat</sup> @ec. t: RE: Action / support required:	odev.vic.gov.au	>; <sup>Personal Information</sup> (DJI	PR) <sup>Personal Informatic</sup> @agriculture.vic.g	gov.au>
Afterno	On Sthu Adv	completion me	ident report each gu		
	find attached documents as req	uested			
t you r	equire any further information p	please reach ou	t		
Kind R	egards,				
Mo Na	gi a Operations Manager				
lctori	a Office				
Jnit 6,	/109 Whitehorse Road				
Blackb		VIC	3130	Australia	
			0100	rively and	

Mo@unifiedsecurity.com.au 0420 333 758 1300 658 657 1300 658 647

in





# SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

 From:
 Personal Information
 (DJPR) < Personal Information</td>
 @agriculture.vic.gov.au>

 Sent:
 Friday, 5 June 2020 11:07 A...
 REDACTED

 To:
 Mo.Naci < Mo@unifiedsecurity.com.au>
 REDACTED

 Cc:
 Personal Information
 (DJPR) < Personal Information</td>

 Qagriculture.vic.gov.au>
 Personal Information
 (DJPR) < Personal Information</td>

Subject: Action / support required: completion incident report each guard / nurse

Hi Mo,

4

I will give you a ring shortly.

In speaking with Personal just wanted to confirm that we need the name of the guard. The sims report is under covid 19 confidential, not in the general sims where everyone can see the report.

Further to our conversation this morning, I have reviewed the template that I initially sent yesterday. This will provide more information, for the sims reporting.

I do appreciate that this does take time in contacting the guard and obtaining the information.

I have attached the original doc that you had completed for a guard and also the template, for the other four guards. Can you please use the one template for each guard.

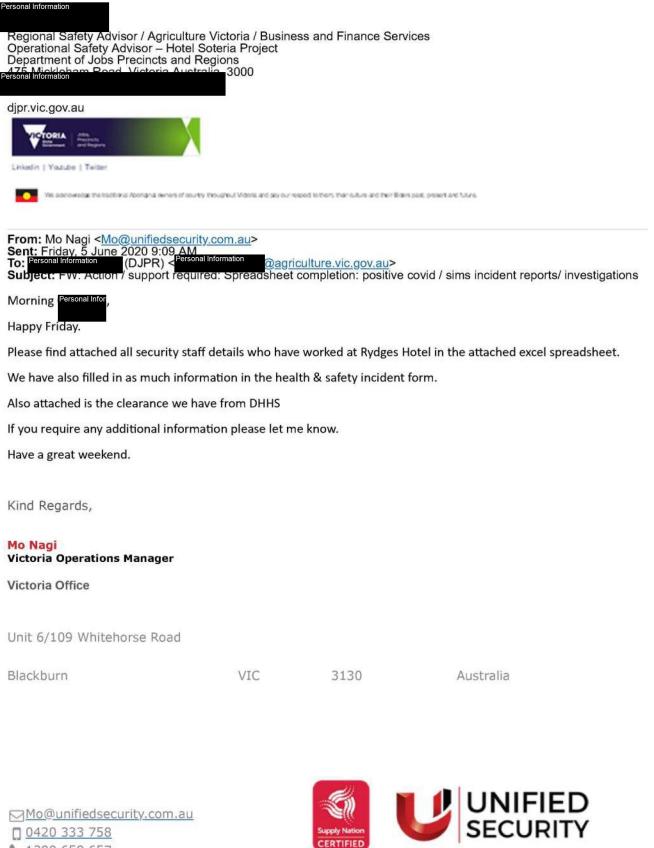
I really appreciate your time, when you are really busy. Please let me know if you have any questions or need support. The next step that I need to do is investigations for each guard as DJPR need to demonstrate, that they have followed through alongside with DHHS to get this completed. Thanks for the letter from the dept confirming that both of the guards were negative. These will be uploaded into sims.

# REDAC

I will need your support, assistance, for the nurse who was tested positive covid as well. Can you please complete the template as well and send back.

Thanks RED, Mo, feel free to call me if you have any questions, support,

Cheers,



1300 658 657 1300 658 647

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in



### SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

From: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>> Sent: Thursday, 4 June 2020 5:13 PFrom: Personal Information (DJPR) <<u>Personal Information @agriculture.vic.gov.au</u>> Sent: Thursday, 4 June 2020 4:14 PM To: Nigel Coppick <<u>Nigel@unifiedsecurity.com.au</u>>; REDACTED Cc: Personal Informa(DJPR) <<u>Personal Informa@ecodev.vic.gov.au</u>>

Subject: Action / support required: Spreadsheet completion: positive covid / sims incident reports/ investigations

Hi Nigel, REDA

Hope all is good with you both.

### Spreadsheet completion: Unified security......Nigel

I have attached the spreadsheet of the guards, who have been tested including the positive cases . Nigel, I think this is your spreadsheet.

I believe there is a total of 5 guards tested positive now. There are only three in the spreadsheet. Can you please add the other two on the spreadsheet.

Can you please forward by COB Friday 5 /6/20 or earlier if possible.

Re: entering incidents into sims: ..... Nigel/REDA

I need enter each positive guard into sims the covid 19 confidential reports as well as the DHHS nurse who was positive.

I have attached a document for completion for each person who was positive. This will assist me in entering the information into sims.

Can you both complete this for the security guards and the nurse........... If possible send back by COB Friday 5/6/20. I do understand how busy you both are

#### Re: investigations for each positive covid person

I also need to conduct separate investigations for each positive covid person. I will need your support from both of you in gathering the information.

The investigation for each one is separate to the reporting.

If there is anything, I can do to help support you, please let me know.

Cheers,



Regional Safety Advisor / Agriculture Victoria / Business and Finance Services Operational Safety Advisor – Hotel Soteria Project Department of Jobs Precincts and Regions 475 Mickleham Road, Victoria Australia, 3000

djpr.vic.gov.au



Leketin | Youtube | Telter

We eleneweds the teacture Aponana events of eavity thoughd. Manna and say our respect to them, their Educe their Brans peak, present and Sare

USG.0001.0001.2856

# RE: Response required: Uber driver / security guard information

From:	Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>
To:	Nigel Coppick <nigel@unifiedsecurity.com.au>, Karl Leitner <karl@unifiedsecurity.com.au></karl@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>
Date:	Wed, 10 Jun 2020 09:16:51 +1000
Attachments:	Clearance letters.pdf (3.03 MB); Rydges Results.xlsx (14.71 kB)

### Morning Nigel,

From early investigations we have established the below.

- \* All COVID19 guards have an Uber Eats driving account.
- \* All COVID19 guards have advised they have not worked or accounts have been suspended due to financial assistance hardship claim.
- \* All COVID19 guard receive visit from VicPol every couple of days
- \* The second description of the second descripticond description of the second description of the second desc
- Method and the second description of the second descripti
- are currently in hotel quarantine (Novotel South Wharf)
- \* Currently we have 12 team members who have been cleared by DHHS. (attached)

### Thanks

Kind Regards,

### Mo Nagi Victoria Operations Manager Victoria Office Unit 6/109 Whitehorse Road Blackburn VIC 3130 Australia Mo@unifiedsecurity.com.au 0420 333 758 1300 658 657 1300 658 647 poly Natio CERTIFIED in unifiedsecurity.com.au NSWICC FACCI

# SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

From: Nigel Coppick <Nigel@unifiedsecurity.com.au> Sent: Tuesday, 9 June 2020 10:39 PM To: Mo Nagi <Mo@unifiedsecurity.com.au>; Karl Leitner <Karl@unifiedsecurity.com.au> Subject: Fwd: Response required: Uber driver / security guard information

FYI

Mo,

Please ensure that in such matters as the limited information provided by Sam and Harry in the text message this morning cease? I would expect a detailed email as to this position of a Positive COVID19 case.

As it appears I will be contacted again by Worksafe.....

Regards

Kind Regards,

# Nigel Coppick

National	Operations	Manager
	the standard	and the second second second

Victoria Office

Unit 6/109 Whitehorse Road

Bla -laboration	MAG	2120	Australia
Blackburn	VIC	3130	Australia

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Nigel@unifiedsecurity.com.au
0404 490 561
1300 658 657
1300 658 647
```



Constant Con

# SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

Begin forwarded message:	
From: "( <sup>Personal Information</sup> (DJPR)" < Personal Information Date: 9 June 2020 at 4:45:41 pm ALST To: REDACTED	@agriculture.vic.gov.au> @dhhs.vic.gov.au>
Cc: "Personal Information < <u>Nigel@unifiedsecurity.com.au</u> > Subject: Response required: Uber driver / set	d@agriculture.vic.gov.au>, Nigel Coppick
Hi Frank,	
I followed up with Nigel, who had spoken to Sir	none (WorkSafe inspector).

There was no mention to Nigel of an uber driver / security guard.

Can you please clarify the following, for me:

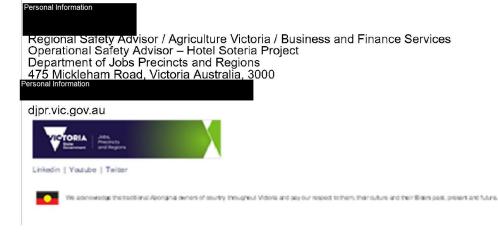
- \* Did the uber driver also work as a Unified security guard , were they covid 19 positive ?
  \* So far we have five guards, tested positive, did this include a guard who was an uber driver ?
- \* Did the public health dept, locate the uber driver through contact tracing ?

With the 5x guards tested positive, do you have any information that I can put into sims. Has there been any information as to the original contact or situation ?

I do understand , that I have asked a few questions, but I need to put the information into sims.

Look forward in hearing from you.

Regards,





Thank you for your cooperation during your recent period of quarantine following exposure to coronavirus (COVID-19) in an outbreak setting.

You have now completed your period of quarantine and have also met the Department of Health and Human Services' criteria to return to work. This letter may be shown to your employer should you be required to provide evidence that you can now return to work.

If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

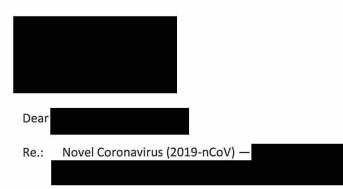
Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services





# Department of Health and Human Services

50 Lonsdale Street Melbourne Victoria 3000 GPO Box 4057 Melbourne Victoria 3001 www.dhhs.vic.gov.au DX 210081



Thank you for your cooperation during your recent period of quarantine following exposure to a confirmed case of novel coronavirus (COVID-19).

You have now completed your period of quarantine.

This letter can be shown to your employer should you be required to provide evidence that you can now return to work.

If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

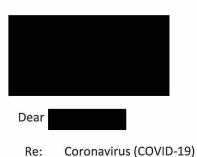
Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services





# Department of Health and Human Services

50 Lonsdale Street Melbourne Victoria 3000 GPO Box 4057 Melbourne Victoria 3001 www.dhhs.vic.gov.au DX 210081



~

Thank you for your cooperation during your recent period of quarantine following exposure to coronavirus (COVID-19) in an outbreak setting.

You have now completed your period of quarantine and have also met the Department of Health and Human Services' criteria to return to work. This letter may be shown to your employer should you be required to provide evidence that you can now return to work.

If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services





# Department of Health and Human Services

50 Lonsdale Street Melbourne Victoria 3000 GPO Box 4057 Melbourne Victoria 3001 www.dhhs.vic.gov.au DX 210081



Dear

7

As per our conversation this morning , please find below clearance letter.

~

Re: Coronavirus (COVID-19)

Thank you for your cooperation during your recent period of quarantine following exposure to coronavirus (COVID-19) in an outbreak setting.

You have now completed your period of quarantine and have also met the Department of Health and Human Services' criteria to return to work. This letter may be shown to your employer should you be required to provide evidence that you can now return to work.

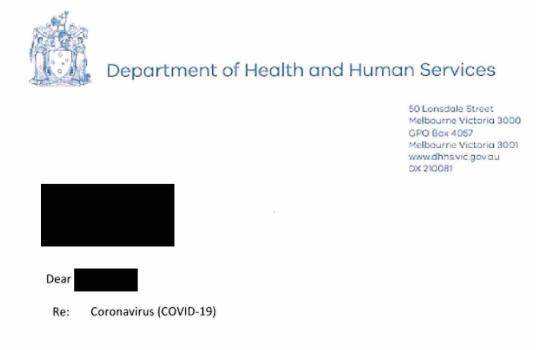
If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services



7/5



Thank you for your cooperation during your recent period of quarantine following exposure to coronavirus (COVID-19) in an outbreak setting.

You have now completed your period of quarantine and have also met the Department of Health and Human Services' criteria to return to work. This letter may be shown to your employer should you be required to provide evidence that you can now return to work.

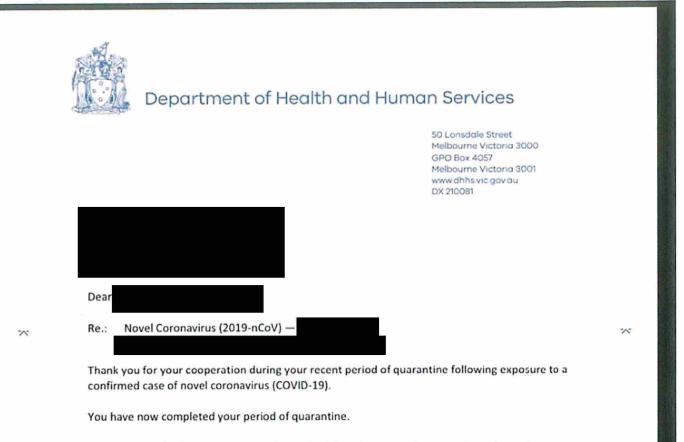
If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services



~



This letter can be shown to your employer should you be required to provide evidence that you can now return to work.

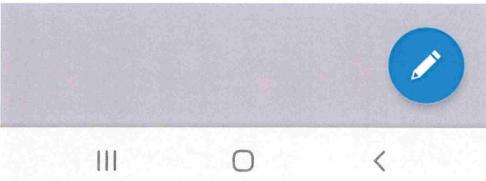
If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

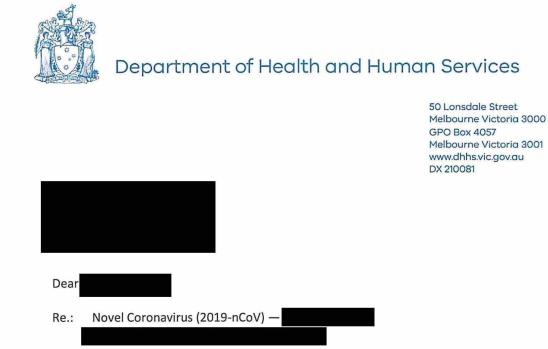
Yours sincerely

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services









Thank you for your cooperation during your recent period of isolation for coronavirus disease 2019 (COVID-19).

You now meet the Department of Health and Human Services' clearance criteria to end isolation. This letter may be shown to your employer should you be required to provide evidence that you can now return to work.

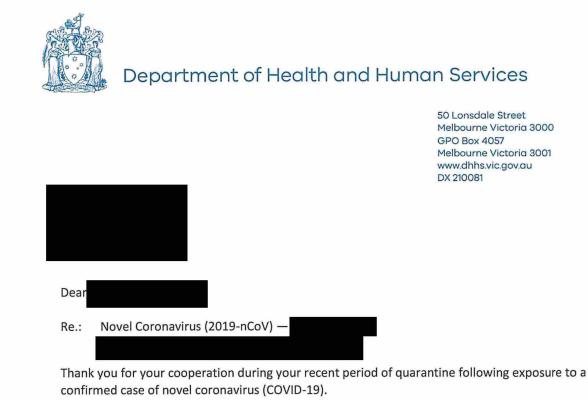
If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

~

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services





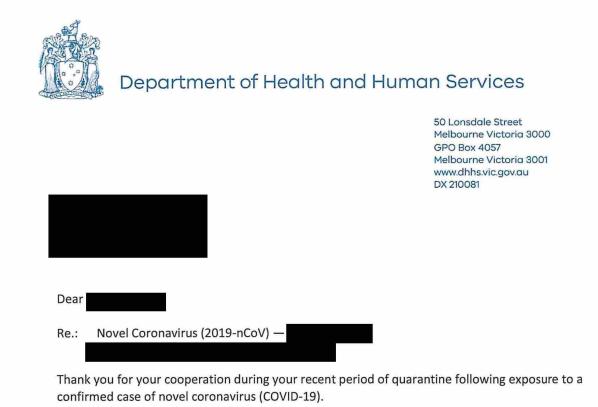
You have now completed your period of quarantine.

This letter can be shown to your employer should you be required to provide evidence that you can now return to work.

If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services



You have now completed your period of quarantine.

This letter can be shown to your employer should you be required to provide evidence that you can now return to work.

If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

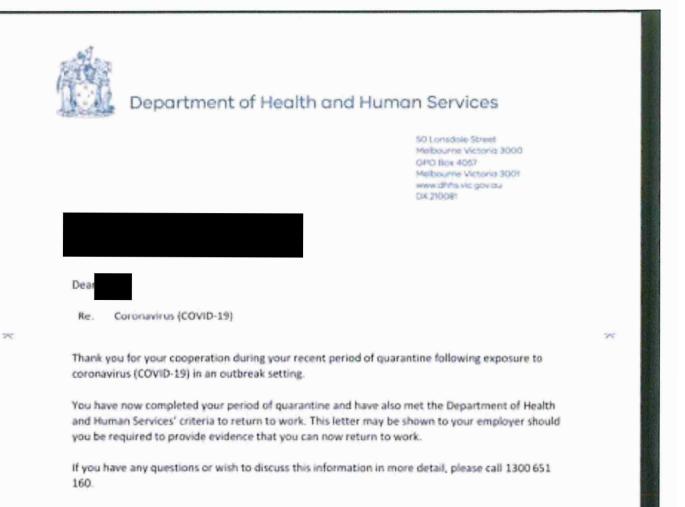
Yours sincerely

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services

4 June 2020



~

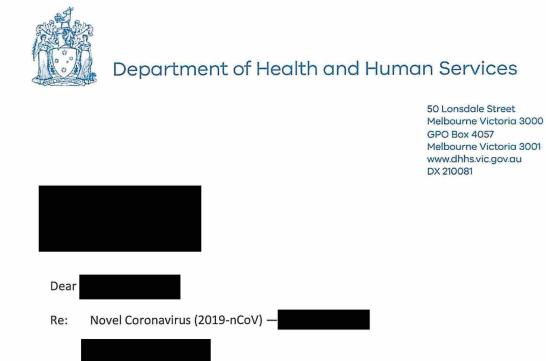


Yours sincerely

chips

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services





Thank you for your cooperation during your recent period of quarantine following exposure to coronavirus (COVID-19) in an outbreak setting.

You have now completed your period of quarantine and have also met the Department of Health and Human Services' criteria to return to work. This letter may be shown to your employer should you be required to provide evidence that you can now return to work.

If you have any questions or wish to discuss this information in more detail, please call 1300 651 160.

Yours sincerely

-~-

Dr Annaliese van Diemen Deputy Chief Health Officer (Communicable Disease) Department of Health and Human Services



# **RE:** Public Health investigation - assistance required

From:	Mo Nagi <mo@unifiedsecurity.com.au></mo@unifiedsecurity.com.au>
To:	Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>
Cc:	harry@sterlingservicesgroup.com.au, Sam Aggarwal <sam@sterlingservicesgroup.com.au></sam@sterlingservicesgroup.com.au>
Date:	Thu, 11 Jun 2020 09:33:06 +1000

### Hi Nigel,

I have reach out to Sam & Harry which have advised on what they night shift

- \* Team members are allocated to levels /Ground & Basement carpark which use the stairwells to gain access. (No lifts are used at Rydges by security team members).
- \* All Team members remain at their post throughout their shift.
- \* Team members will only use the stairwell to the ground floor when on break or use of the restroom.
- \* Team members will use the allocated break room (restaurant) when on break.
- \* Team members toilets are located in the restaurant area.
- \* Ground crew team members will provide relief breaks to the team members on the each level throughout the night.

If you have any further questions please let me know.

Thanks

Kind Regards,

# Mo Nagi

### Victoria Operations Manager



# SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

From: Nigel Coppick <Nigel@unifiedsecurity.com.au> Sent: Wednesday, 10 June 2020 10:37 PM To: Mo Nagi <Mo@unifiedsecurity.com.au> Subject: Re: Public Health investigation - assistance required

Thanks legend

Kind Regards,

Nigel Coppick National Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn	VIC	3130	Australia
-----------	-----	------	-----------

Nigel@unifiedsecurity.com.au
0404 490 561
1300 658 657
1300 658 647





# SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

On 10 Jun 2020, at 10:36 pm, Mo Nagi <<u>Mo@unifiedsecurity.com.au</u>> wrote:

Sure thing, leave it with me

Kind Regards,

Mo Nagi Victoria Operations Manager

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn

VIC

3130

Australia

<u>Mo@unifiedsecurity.c</u> 0420 333 758 1300 658 657 1300 658 647	om.au		
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			<u>≤image016768.png&gt;</u>
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SYDNEY   ACT   NEW	CASTLE   MELBOURN	NE   BRISBANE	PERTH   ADELAIDE   HOBART
From: Nigel Coppick < <u>Nigel</u> Sent: Wednesday, June 10, To: Mo Nagi < <u>Mo@unifieds</u> Subject: Fwd: Public Health	ecurity.com.au>		
Hi Mo,			
Please see below, can you s May and obtain an overview	peak to Sam and Harry an v of what the night shift c	d possibly the sit hanges overs and	e supervisor on the night of the 18th of movements looked like, at Rydges?
I don't want something to ju	Imp out at us that we are	not aware of	
Kind Regards,			
Nigel Coppick National Operations Mana	ger		
Victoria Office			
Unit 6/109 Whitehorse R	oad		
Blackburn	VIC	3130	Australia
			<image704455.png></image704455.png>
Nigel@unifiedsecurity	com au		
0404 490 561 1300 658 657 1300 658 647			
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<image651163.png>

# SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

Begin forwarded message:

REDACTED

To:

From: Rosswyn Menezes < <u>Rosswyn_Menezes@evt.com</u> > Date: 10 June 2020 at 5:05:38 pm AEST To: Nigel Coppick < <u>Nigel@unifiedsecurity.com.au</u> > Subject: FW: Public Health investigation - assistance required
Hi Nigel,
Could you please advise on the 4 <sup>th</sup> point.
Thanks. Ross
From: Sarah McGuinness (DHHS)       REDACTED         Sent: Wednesday, 10 June 2020 4:50 PM         To: Rosswyn Menezes <rosswyn menezes@evt.com="">; REDACTED         &lt;(REDACTED</rosswyn>
Dear Rosswyn,
My name is Sarah and I have been working with RED on the Rydges outbreak investigation.
Thank you for providing this information about the guests – it is consistent with the information collected by the public health team & documented by the Authorised Officers working at the hotel.
<ul> <li>We would really appreciate it if you could go through the CCTV footage when you return back to work. We are particularly interested in any footage of the hotel corridors and common areas (e.g. lobby, lifts) which might shed light on the following questions: <ol> <li>I. Did the family move in and out of the hotel at any point or have fresh air breaks, gardens, smoke breaks, balconies? (The notes we received from the Authorised Officers indicate that the family went for a fresh air break/walk on the 18th of May accompanied by 2 nurses and 4 security guards, but it is unclear what time this occurred and who the people were that accompanied the family)</li> <li>2. Did the family have any direct contact with the environment? (e.g. when they were out of their room, where did they go and what surfaces were they observed to touch [if any])</li> <li>3. What were the processes regarding changes of sheets / removal of rubbish from the room? (E.g. were people doing these jobs wearing protective equipment, how were sheets/rubbish transported?)</li> <li>4. What do staff movements look like on hotel floors and the lobby area, particularly during the night shift? (e.g. how often do security guards move from their stations, are there any places where staff congregate e.g. at break times or start or end of shift times)</li> </ol> </li> </ul>
Feel free to contact me directly on my work phone <b>REDACTED</b> if you'd like to discuss any of the above - I'll be in the office on Friday
Thanks and kind regards, REDAC
From: Rosswyn Menezes < <u>Rosswyn_Menezes@evt.com</u> > Sent: Tuesday, 9.June 2020 11:28 AM

: Pam Williams (DHHS)

Sarah

McGuinness (DHHS) <redacted< th=""><th>REDACTED</th></redacted<>	REDACTED
REDACTED >; Simon Crouch (DHHS Barnes (DHHS) < Carrie Barnes(organs vic.gov au>: Carly McLella	
REDACTED Subject: RE: Public Health Investigation - assistance required	
Hi REDA Just got a further undate 1, 1.REDACTED	
1, 1. REDACTED 2. 2. Guest arrived Concentration and Departed ED 3. 3. Room was very messy	
<ul> <li>4. 4. Kids drew on the walls</li> <li>5. 5. Nurses changed linen on the present (Nurses advised us of they had to do it themselves and the mother was strugglined the floor too since it was very dirty</li> </ul>	REDACT as guests were unhappy that g to keep up with the <mark>REDA</mark>
Thanks, Ross	
From: Rosswyn Menezes Sent: Tuesday, 9 June 2020 11:20 AM	
DEDACTED	am Williams (DHHS) Sarah
REDACTED	
Hi <b>REDA</b> Apologies for the delay in responding. Thank you for reaching out and I will certainly assist in any invest At the moment I do not have access to the CCTV footage as I am on a fixed computer onsite. When I return back to work on Fri I w notice any contact.	working from home and the CCTV is only
With regards to room REDA1, we do not have any footage as we Some information about the guests below: 7. 7 REDACTED 8. 8. Guest arrived REDAC and Departe 9. 9. Room was very messy	e do not have CCTV coverage on the floors.
<ol> <li>10. Kids drew on the walls</li> <li>11. 11. Nurses changed linen (don't have date &amp; time) as gues themselves and the mother was struggling to keep up with</li> <li>12. 12. Nurses vacuumed the floor too since it was very dirty</li> </ol>	
I don't have a contact for YNA to get details on when the room w protocol with the linen and rubbish. Would appreciate if you cou investigate further.	as serviced and if they followed the normal d point me to a contact person so I can
I'll certainly get back to you once I go through the footage.	
Thank you very much and apologies once again for the delay in re	esponding.
Best regards, <b>Rosswyn Menezes</b>   General Manager   Rydges on Swanston Me 701 Swanston Street, Carlton, VIC, 3053	lbourne
Hotel: +61 3 9347 7811   Mobile: +61 411 473 591 Email: rosswyn_menezes@evt.com   Web: www.rydges.com/sw ≤image001.png≥	anston   www.skylineevents.com.au
REDACTED From: Sent: Saturday, 6 June 2020 6:41 PM	
To: Rosswyn Menezes < <u>Rosswyn Menezes@evt.com</u> > Cc: Merrin Bamert (DHHS) PEDACTED REDACTED	am Williams (DHHS)
REDACTED REDACTED REDACTED	CIIED

### REDACTED

#### Subject: Public Health investigation - assistance required

#### Dear Rosswyn,

As you are no doubt aware, the department is currently investigating an COVID-19 outbreak associated with Rydges on Swanston. I am the Deputy Public Health Commander of our outbreak management section. Thank you to the hotel for your assistance with the investigation to date.

We believe it is likely that the staff cases identified at the hotel were exposed to a common environmental exposure on the 21 May 2020. It is obviously important for us to ensure we make every attempt to identify the cause of transmission and ensure appropriate actions are undertaken to mitigate any public health risk.

For this reason, can we please request any CCTV footage you may have of common hotel areas from 16 May to 22 May? In addition to common areas, we are particularly interested in any footage you may have relating to room 219/221. We understanding there were some challenging circumstances relating to the management of a family in this room and the potential for gross environmental contamination. Furthermore, genomic testing suggests there is a likely relationship between the virus type of this family and of at least two of the cases.

Merrin Bamert has suggested I contact you directly with this request. Please let us know if you need any further information. I am not in the office **REDACTED** but others on this email are and should be able to assist.

### Kind regards

### REDACTED

Deputy Public Health Commander COVID-19 (Case, Contact and Outbreak Management) Senior Medical Advisor Health Protection Branch | Begulation Health Protection and Emergency Management Division

Health Protection Branch | Regulation, Health Protection and Emergency Management Division Department of Health and Human Services L50 Lonsdale Street, Melbourne Victoria 3000 REDACTED

w. www.dhhs.vic.gov.au

Follow the Chief Health Officer on Twitter @VictorianCHO

#### <image002.jpg>

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# **RE:** Public Health investigation - assistance required

From:	Rosswyn Menezes <rosswyn_menezes@evt.com></rosswyn_menezes@evt.com>
To:	Nigel Coppick <nigel@unifiedsecurity.com.au></nigel@unifiedsecurity.com.au>
Date:	Thu, 11 Jun 2020 12:03:18 +1000

### **Thanks Nigel**

From: Nigel Coppick <Nigel@unifiedsecurity.com.au> Sent: Thursday, 11 June 2020 11:58 AM To: Rosswyn Menezes <Rosswyn\_Menezes@evt.com> Subject: Re: Public Health investigation - assistance required

Hi Ross.

As requested

- \* Team members are allocated to levels /Ground & Basement carpark which use the stairwells to gain access. (No lifts are used at Rydges by security team members). \* All Team members remain at their post throughout their shift.
- \* Team members will only use the stairwell to the ground floor when on break or use of the restroom.
- \* Team members will use the allocated break room (restaurant) when on break.
- \* Team members toilets are located in the restaurant area.
- \* Ground crew team members will provide relief breaks to the team members on the each level throughout the night.

Kind Regards,

#### **Nigel Coppick National Operations Manager**

Victoria Office

Unit 6/109 Whitehorse Road

Blackburn

VIC

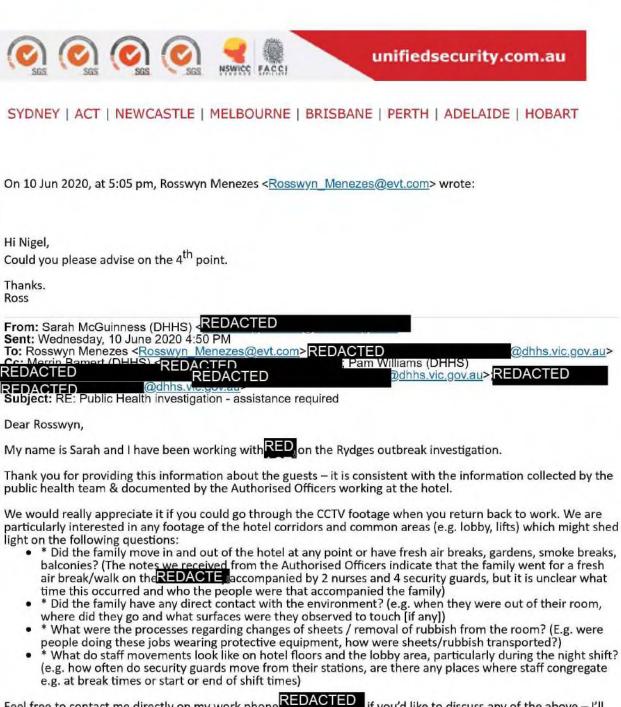
3130

Australia

	Nigel	@uni	fiedsecurity.com.au
	0404	490	561
5	1300	658	657
18	1300	658	647







Feel free to contact me directly on my work phone to the second of the s	d like to discuss any of the above – I'll
Thanks and kind regards, Sarah	
	ams (DHHS)
(DHHS) ≤ REDACTED REDACTED @dhhs.vic.gov.au>; Simon Grouten UPELS ≤ Simon REDACTED @dhhs.vic.gov.au>; REDACTED REDACTED @dhhs.vic.gov.au>; REDACTED	dhhs.vic.gov.au>; Sarah McGuinness h Grouch@dhhs.vic.gov.au>; <b>REDAG</b> @dhhs.vic.gov.au>
Subject: RE: Public Health investigation - assistance required Hi RED Just got a further update • *REDACTED • *	

) as guests were unhappy that they

Room was very messy \* Kids drew on the walls REDACT \* Nurses changed linen on EDACT (Nurses advised us ED ()) as guests we had to do it themselves and the REDACT was struggling to keep up with REDACT \* Nurses vacuumed the floor too since it was very dirty . Thanks, Ross

From: Rosswyn Menezes			
Sent: Tuesday, 9 June 2020 11:2	0 AM		
To:REDACTED	@dhhs.vic.gov.au>		
Cc: Merrin Bamert (DHHS) <		Pam Williams (DHHS)	
REDACTED (DHHS) ≪REDEDACTED		adhbs vic.gov.au>;	Sarah McGuinness
(DHHS) <rededacted< td=""><td>/au&gt;REDACTED</td><td></td><td></td></rededacted<>	/au>REDACTED		
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Logith investigation			

REDACT

Subject: RE: Public Health investigation - assistance required

# HIREDA

Apologies for the delay in responding.

Thank you for reaching out and I will certainly assist in any investigation.

At the moment I do not have access to the CCTV footage as I am working from home and the CCTV is only on a fixed computer onsite. When I return back to work on Fri I will go through the footage and advise if I notice any contact.

With regards to room **REDAC** we do not have any footage as we do not have CCTV coverage on the floors. Some information about the guests below:

- REDACTED
- .
- \* Room was very messy .
- \* Kids drew on the walls .
- \* Nurses changed linen (don't have date & time) as guests were unhappy that they had to do it themselves and **REDACT** was struggling to keep up with **REDAC**. .
- \* Nurses vacuumed the floor too since it was very dirty

I don't have a contact for YNA to get details on when the room was serviced and if they followed the normal protocol with the linen and rubbish. Would appreciate if you could point me to a contact person so I can investigate further.

I'll certainly get back to you once I go through the footage.

Thank you very much and apologies once again for the delay in responding.

Best regards,

Rosswyn Menezes | General Manager | Rydges on Swanston Melbourne

701 Swanston Street, Carlton, VIC, 3053

Hotel: +61 3 9347 7811 | Mobile: +61 411 473 591

Email: rosswyn\_menezes@evt.com | Web: www.rydges.com/swanston | www.skylineevents.com.au

<image001.png>

From: REDACTED	2dhhs.vic.gov.au>		
Sent: Saturday, 6 June 2020	6:41 PM		
To: Rosswyn Menezes < Ros			
REDACTED		; <u>Pam Williams (DHHS)</u> @d <u>bbs vic.gov.au</u> >; Sara	h McGuinness
(DHHS) <s redacted<="" td=""><td>REDACTER</td><td></td><td>IT MCGuinness</td></s>	REDACTER		IT MCGuinness
REDACTED	s.vic.gov.au>; Simon Crouch (DHI	SI CILDAGILD	REDAC
REDACTED	2dhhs.vic.gov.au>REDACT	ED	
REDACTED 2dhhs.vic.g Subject: Public Health invest	<u>iov.au</u> >,REDACTED	@dhhs.vic.gov	au>
Subject: Public Health invest	ligation - assistance required		

Dear Rosswyn,

As you are no doubt aware, the department is currently investigating an COVID-19 outbreak associated with Rydges on Swanston. I am the Deputy Public Health Commander of our outbreak management section. Thank you to the hotel for your assistance with the investigation to date.

We believe it is likely that the staff cases identified at the hotel were exposed to a common environmental exposure on **REDACTED**. It is obviously important for us to ensure we make every attempt to identify It is obviously important for us to ensure we make every attempt to identify the cause of transmission and ensure appropriate actions are undertaken to mitigate any public health risk.

Ear this reason, can we please request any CCTV footage you may have of common hotel areas from REDAC REDACI addition to common areas, we are particularly interested in any footage you may have relating to REDACTED. We understanding there were some challenging circumstances relating to the management of a family in this room and the potential for gross environmental contamination. Further family in this room and the potential for gross environmental contamination. Furthermore, genomic testing suggests there is a likely relationship between the virus type of this family and of at least two of the cases.

Merrin Bamert has suggested I contact you directly with this request. Please let us know if you need any further information. I am not in the office on Monday or Tuesday, but others on this email are and should be able to assist.

Kind regards



REDACTED

#### Deputy Public Health Commander COVID-19 (Case, Contact and Outbreak Management) Senior Medical Advisor

Health Protection Branch | Regulation, Health Protection and Emergency Management Division Department of Health and Human Services | 50 Lonsdale Street, Melbourne Victoria 3000 @dhhs.vic.gov.au

t. REDACTED w. www.dnhs.vic.gov.au

Follow the Chief Health Officer on Twitter @VictorianCHO

#### <image002.jpg>

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# Hotel Quarantine Program

### Positive Feedback received by Unified Security from other Hotel Quarantine Program Stakeholders

No.	Date and Time	Document ID	Description
1.	29 March	[USG.0001.0001.2234]	Katrina Currie (DJPR) emails David Millward (Unified Security):
	2020		"Firstly, thank you to you and the Unified teams for providing such a prompt and professional service to deliver support to the Government's Working for Victoria
	11:30pm		initiative and specifically in assisting in the provision of quarantine services to support the wider Victorian community".
2.	3 April 2020	[USG.0001.0001.2753]	(DJPR) replies to David Millward's (Unified Security) email:
	8:49am		"Thanks for reaching out to me David. We definitely appreciate your team's support in mobilising so quickly to assist us with this".
3.	3 April 2020	[USG.0001.0001.2318]	(DJPR) emails Nigel Coppick (Unified Security):
	10:11am		"[] Reports that I have received on the work of your team have been great []"
4.	4 April 2020	[USG.0001.0001.2328]	Karl Leitner (Unified Security) emails Nigel Coppick (Unified Security), relaying positive feedback from a "government global staff member":
	11:26pm		"She has also mentioned that they have been putting in numerous complaints about Wilson and how uncooperative they have been for the Government Global team. She has also stated that this is why they are continually coming back to the two Crown locations – this is because of the service levels you guys are supplying so again thank you [] Take care ad keep the great work up".
5.	8 April 2020	[USG.0001.0001.2737]	(DJPR) emails David Millward (Unified Security) about the contract and invoicing:
	11:54am		"We are very appreciative of the work you've done for us to date and I will do my best to expedite payment of invoices".
6.	10 April	[USG.0001.0001.2226]	Tim Sullivan (DJPR) emails Karl Leitner (Unified Security) regarding the easter egg surprise to guests:
	2020		"[] thanks for your help with the egg delivery stuff today".
	5:30pm		
7.	11 April 2020	[USG.0001.0001.2669]	Kate L Cini (DJPR) emails Karl Leitner (Unified Security):
	3:18pm		"Thank you for your help to procure toy items to meet immediate needs [] Thanks team!".
8.	13 April 2020	[USG.0001.0001.3345]	Gonul Serbest (DJPR) replies to Nigel Coppick's (Unified Security) email which stated "you and your team are doing an amazing job":
	2020		"And a huge thanks you and your team for all the fabulous support, we can't do it without you guys! Definitely a big team effort".
	10:23pm		
9.	14 April 2020	[USG.0001.0001.2627]	Kate L Cini (DJPR) emails various DJPR officials, copying in Mo Nagi (Unified Security), in response to <b>REDACT</b> (DHHS) sharing "nice feedback on social media re the Easter gifts":
	8:58pm		"Looping in the rest of the team who helped make this happen across all sites, with a special shout out to [] the boys at Unified Security for distributing an delivering across all the sites [] You guys are amazing and those efforts didn't go unnoticed. Well done all".
10.	14 April	[USG.0001.0001.2634]	Felicia Cousins (DJPR) emails various DJPR officials, copying in Mo Nagi (Unified Security), in response to REDACT (DHHS) sharing "nice feedback on social
	2020	[USG.0001.0001.2641]	media re the Easter gifts":
	9:06pm		"Thanks to all who made this real on the ground – it is appreciated © you're all doing the most amazing job".
11.	14 April 2020	[USG.0001.0001.2634]	Rachaele E May (DJPR) emails various DJPR officials, copying in Mo Nagi (Unified Security) and Karl Leitner (Unified Security), in response to REDACT, (DHHS) sharing "nice feedback on social media re the Easter gifts":

No.	Date and Time	Document ID	Description	
	10:29pm		"Fantastic! Well done to you all. No doubt you have lifted our guests spirits for the remainder of their stay".	
12.	17 April 2020 7:22am	[USG. 0001.0001.3349]	Gonul Serbest (DJPR) emails Nigel Coppick (Unified Security) in response to Nigel Coppick's email about an incident at Novotel on Collins: "Thanks for the feedback [] Thanks for taking all the appropriate steps and supporting the guests. Much appreciated".	
13.	17 April 2020 5:11pm	[USG.0001.0001.2791]	Katrina Currie (DJPR) texts David Millward (Unified Security): "Thanks for your email earlier this week. Unified continues to be a star performer. I was chatting with Victorian Trades Hall (Union peak) today and singing your praises".	
14.	18 April 2020 11:10am	[USG.0001.0001.2375] [USG.0001.0001.2621]	Gonul Serbest (DJPR) emails Nigel Coppick (Unified Security) and Karl Leitner (Unified Security) that the DJPR is commencing operations at the Marriott and Holiday Inn: "Thank you for all the fantastic work to date. It has been a pleasure working with you and your teams and we look forward to bringing on these hotels with your support".	
15.	6 May 2020 7:51pm	[USG.0001.0001.2810]	Sandra Smith (Holiday Inn Melbourne on Flinders) emails Nigel Coppick (Unified Security) and Karl Leitner (Unified Security): "[] We like to take this opportunity herewith to provide some really positive feedback in these challenging times. Your security leaders Vuna, Kruger and the rest of the team here at the hotel are very professional, collaborative, effective and very responsive. Our collaboration was smooth and effective and transparent communication assisted to make it a successful collaboration; especially with so many parties involved. A big thank you to you and your leaders/team for a safe and professional three weeks of collaboration. We, as Holiday Inn Melbourne on Flinders, hope to have another intake of guests soon and we hope to collaborate with you and your leaders/team again".	
16.	7 May 2020 9:07am	[USG.0001.0001.3485]	Xerri (DJPR) emails Nigel Coppick (Unified Security) in response to positive feedback from Holiday Inn Melbourne on Flinders: "Brilliant! Well done to you and the team".	
17.	7 May 2020 3:10pm	[USG.0001.0001.3027]	Allie Jarvis (DJPR) replies to Nigel Coppick's email providing information regarding COVID-19 result: "Thank you so much for responding to the request, and for working with Robynne, while I was on RDO We appreciate your support of the staff and the project work [] The Unified team are always so polite and thoroughly check we have identification and PPE before we come onto site . ( they keep us honest) the team an Pan Pac were great this week and assisted my new started with a bit of an overview of the Food Delivery inbound process for their perspective. They were gracious with explaining the process to us. Please pass on my thanks".	
18.	8 May 2020 4:32pm	[USG.0001.0001.2810]	"Thank you for your note and for your co-operation. We look forward to hopefully work with you and your team in the close future".	
19.	4:32pm 11 May 2020 4:39pm	[USG.0001.0001.2773]	Xerri (DJPR) emails Nigel Coppick (Unified Security) regarding concerns about security at Rydges on Swanston: "Your quick response and decisive action on this has been appreciated. We look forward to receiving a report on your investigation".	
20.	12 May 2020	[USG.0001.0001.3403]	Georgina Shirres (DJPR) emails Nigel Coppick (Unified Security) regarding the new security team at Rydges on Swanston: "The new security team have been lovely and the team here have expressed how encouraged they have been by the department's swift response".	
21.	11:42am 12 May 2020	[USG.0001.0001.3904]	REDACTE, (DHHS) replies to Nigel Coppick's (Unified Security) email stating that he will ensure that Unified Security will follow the process of transferring guests from Rydges:	
22.	10:30pm 13 May 2020	[USG.0001.0001.2312] [USG.0001.0001.2671]	<ul> <li>"Many thanks for your timely response and supporting this process moving forward".</li> <li>(DJPR) replies to Nigel Coppick's (Unified Security) email regarding action on Rydges on Swanston:</li> <li>"Hi Nigel – I have discussed this response with my team leader and we agreed that it represented an acceptable response. Thank you for your quick and decisive</li> </ul>	

No.	Date and Time	Document ID	Description
	5:17pm		action".
23.	14 May 2020	[USG.0001.0001.3405]	Georgina Shirres (DJPR) emails (DJPR):
	9:46am		"I spoke to Nigel Coppick last night to say thank you for providing the report and the expediency of the actions implemented. The nursing and hotel staff, provided very positive feedback of how quick risk controls were implemented by Nigel on Monday 11 May and the meeting on Tuesday 12 May. I do not think that there is any further actions required by Nigel Coppicks' (Unified Security) team, to be implemented. He has put in other measures with his team as well []"
24.	16 May 2020	[USG.0001.0001.3015]	Allie Jarvis (DJPR) emails Nigel Coppick (Unified Security) and (DJPR):
	6:24pm		needed assistance for the Injured AO [] I spent some time in the hotel today and was delighted to be treated by Unified familiar faces and smiles from your team and their respectful engagement with me and my colleagues. Please thank the team that was on site. And again, thank you for your support".
25.	20 May 2020	[USG.0001.0001.2435]	<b>REDACT</b> (DHHS) emails Mo Nagi (Unified Security): "The security Team Leader Mohammad Ibrahim has asked I email you and provide feedback on his and by reflection his teams (Unified Security) performance in
	1:13pm		their duties at Rydges Hotel Swanston St [] I can add that in my dealing with Mohammad and his team I have found them to be professional, courteous and very attentive. Mohammad is responsive and exacting in his duties and providers good 360 deg feedback on the functioning security and how this can best coordinate with the functions of the detention and the hotel. Mohammad attends twice daily on site briefings with the team and is a valued contributor. Thanks for your responsiveness in making this whole thing work".
26.	20 May 2020	[USG.0001.0001.3863]	Georgina Shirres (DJPR) takes minutes at a meeting regarding health safety incidents at Rydges on Swanston and notes the following comment from Melody A Bush (DHHS):
	1:30pm		"Mo (Unified Security/mgr), was commended on his support in the hotel Very positive feedback was provided by Melody about the new security guards". "Nigel was commended on his expediency of his actions from Monday 11 May onwards. Very positive feedback has been provided by DHHS management, nurses and hotel staff. An email is going to be forwarded to Nigel's manager to provide positive feedback by DHHS, Hotel and I".
27.	20 May 2020	[USG.0001.0001.3862]	Georgina Shirres (DJPR) emails Nigel Coppick (Unified Security) and various DHHS and DJPR officials following a meeting regarding health safety incidents at Rydges on Swanston:
	2:48pm		"Thanks everyone for being so efficient in supporting each other and working together as a team, to resolve the issues so quickly [] Nigel Coppick has kindly provided the attached documentation, ie WHS induction powerpoint, Policy, BHD, Letter, from Nigel in addressing the concerns raised with more proactive versions that have been implemented. Nigel you have been amazing in your management and expediency in your actions. Very positive feedback has been provided by DHHS, nurses and hotel staff".
28.	20 May 2020	[USG.0001.0001.2808]	Fab Maselli (Arts Centre Melbourne) forwards Pan Pacific Hotel personnel (copying in Mo Nagi (Unified Security)) positive feedback from a guest and notes:
	4:32pm		"I just wanted to share this lovely feedback from one of our recent guests and speaks of everyone's wonderful care and attention [] thank you as always for all your continued efforts in taking such tremendous care of all our guests".
29.	25 May 2020	[USG.0001.0001.2580]	Georgina Shirres (DJPR) sends Karl Leitner (Unified Security) a letter titled 'Very positive feedback – Nigel Coppick (Victoria State Manager'): "I would like to share with you some great feedback on the performance of Nigel Coppick that we have received from DHHS and Rydges Hotel. Melody Bush (Director Emergency Management and Health Protection at DHHS) and Rosswyn Menzes (General Manager at Rydges) have both taken the time to express their gratitude for the way Nigel responded and investigated a serious report of poor behaviours by security personnel at Rydges Hotel."
			<ul> <li>Feedback from Rosswyn Menezes:         <ul> <li>"[]I was very pleased on how the security incident was handled. Nigel Coppick from Unified Security. Nigel was very quick in responding to the issue and took stern actions to rectify our concerns. These actions were required since some of the actions/behaviours of the previous contractors were not appropriate. My team was very pleased with the outcome and the new team in place, are more co-operative and pleasant. I would like to thank Nigel for his prompt response. Thank you very much for taking the time to pass on my compliments to Nigel and the team at Unified".</li> </ul> </li> </ul>
			<ul> <li>Feedback from Melody Bush:         <ul> <li>"[Nigel had]</li> <li>Highly professional approach and open to hearing negative comments about his staff on the ground, with limited evidence</li> </ul> </li> </ul>

No.	Date and Time	Document ID	Description
			<ul> <li>Highly responsive and very quick to implement quality improvement strategies and ensure safety for all people involved</li> <li>Impressive work to get one large group of staff out of the work environment and stand up a whole new group of staffing</li> <li>Quick and effective response to the sensitivity of the situation, information and individual staff</li> <li>Very easy to work with at all times, professional and very responsive".</li> </ul>
			The hotel staff and nurses were so appreciative of actions implemented on Monday 11/5/20. Nigel is to be commended in his support, professionalism and communication".
30.	25 May 2020	[USG.0001.0001.2579]	Georgina Shirres (DJPR) emails Karl Leitner (Unified Security): "Please see the attached letter, addressed to you regarding the very professional management of Nigel regarding the Rydges Hotel HS issues. Nigel was fantastic
	4:43pm		in his expediency of his actions, which is outlined in the letter. He is a great member to have in your team".
31.	25 May 2020	[USG.0001.0001.2739] [USG.0001.0001.3834]	(DJPR) forwards Georgina Shirres' (DJPR) email and letter containing positive feedback about Nigel Coppick (Unified Security) to David Millward (Unified Security):
	4:57pm	[030.0001.0001.3834]	"I thought you would appreciate this feedback on the performance of Nigel and his team in dealing with the issues at the Rydges Hotel. All stakeholders are happy with how the situation was dealt with, which makes my life easier, which makes me very happy!".
32.	25 May 2020 5:56pm	[USG.0001.0001.3439]	Georgina Shirres (DJPR) replies to Nigel Coppick (Unified Security) regarding her positive feedback about him: "It was so important to pass on the great work you have helped us with. Rosswyn also gave positive feedback in the letter as well. Again so well deserved".
33.	25 May 2020	[USG.0001.0001.2622]	Georgina Shirres (DJPR) replies to Karl Leitner (Unified Security), who thanks her for the positive feedback about Nigel Coppick (Unified Security) and the new security team at Rydges on Swanston:
	6:03pm		"It is absolutely our pleasure on behalf of the team. I so believe in passing on positive feedback for anyone as it is so, important for the individual/s. Let me know if there is anything we can do to help support your team and look forward working with you".
34.	5 June 2020	[USG.0001.0001.2813]	Georgina Shirres (DJPR) emails Mo Nagi (Unified Security) about completing incident reports for each guard: "I really appreciate your time, when you are really busy [] Thanks for the letter from the dept confirming that both of the guards were negative".
35.	11:07am 5 June	[USG.0001.0001.2852]	Georgina Shirres (DJPR) replies to Mo Nagi's (Unified Security) email which contains the relevant documents for completing incident reports for each guard:
	2020 2:18pm		"You are amazing, thanks very much for being so efficient. It is really appreciated. I have so many positive things to say about the Unified Team. It is great to work together".
36.	10 June 2020	[USG.0001.0001.2868]	Georgina Shirres (DJPR) replies to Mo Nagi's (Unified Security) email containing the required incident report: "Thanks again for your very quick work and is appreciated".
37.	4:53pm 17 June 2020	[USG.0001.0001.2582]	Kevin McEvoy (DHHS) emails Mo Nagi (Unified Security): "Great to talk Mo; like you, we're flat out trying to juggle multiple balls so really appreciate the agility you've shown".
38.	8:36pm 30 June 2020	[USG.0001.0001.2771]	(DJPR) emails David Millward (Unified Security):
	4:08pm		"And a big thanks to you and your team for your responsiveness and flexibility throughout what has been an incredibly complex operation David. Hope all goes well with the transition to DHHS".
39.	2 July 2020	[USG.0001.0001.2812]	Georgina Shirres (DJPR) emails Nigel Coppick (Unified Security) and Mo Nagi (Unified Security):
	10:40am		"Just wanted to say it has been great working with you both. Mo, you have been so professional and supportive when answering my calls".

No	-	Date and Time	Document ID	Description
4		11 July 2020	[USG.0001.0001.2803]	Sara D'Angelo (DJPR) texts a Unified Security staff member:
				" [] I can speak on behalf of our whole team including Tim, we are so thankful to you both and your team – I will send an official email to Nigel too. We could not have even began this program without unified's support and I feel like we have made some amazing friendships for life from this interesting program. Thanks so much for all the laughs and sorting out a million issues".