
School Council Agreement for the Provision of Cleaning Services

Between

The School Council listed in Item 1(a) of Schedule 1 (**School Council**)

and

The Service Provider listed in Item 1(b) of Schedule 1 (**Service Provider**)

Background

- A. One of the primary objectives of the Department is to ensure that Victorian school students have access to appropriate facilities to address their learning needs.
- B. The School Council wishes to engage the Service Provider to provide the Services at the School on and subject to the terms of this Agreement.
- C. The School Council hereby engages the Service Provider and the parties mutually acknowledge that it is their common intention to work together throughout the Term to:
 - i. meet the objective of the Department set out in paragraph A; and
 - ii. continuously seek improvements in value, efficiency and productivity in connection with the supply of Services under this Agreement to the mutual benefit of both parties.

Agreed Terms

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this agreement as comprised by the documents in clause 26.11.

Applicable Entity has the meaning given to it under section 3 of the *Child Wellbeing and Safety Act 2005 (Vic)*.

Authority means any government or any public, statutory, governmental, local governmental, semi-governmental, judicial or administrative body, entity, department, agency or Authority, including a Minister of the Crown (in any right), the State and the Commonwealth having jurisdiction in respect of the School or the Services.

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

Child-connected work has the meaning given to it in section 4 of the Ministerial Order.

Child Safety Laws means any Laws that in any way relate to child safety, including the *Child Wellbeing and Safety Act 2005 (Vic)*.

Child Safety Policies means any relevant State, Department and School Council policies, codes, guidelines or associated

documents that in any way relate to child safety, including any policies, codes, guidelines or associated documents that the School produces for the purpose of meeting its minimum child safety standards including but not limited to the Ministerial Order.

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

Commencement Date means the date set out in Item 2 of Schedule 1.

Completion Date means the date set out in Item 2 of Schedule 1 or any revised date notified by the School Council pursuant to clause 3.3(c).

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, the School Council, including any information designated or treated by the School Council as confidential, in its sole and absolute discretion, which is disclosed, made available, communicated or delivered to the Service Provider in

connection with this Agreement, but excludes information which:

- (a) is in or which subsequently enters the public domain other than as a result of a breach of an obligation of confidentiality;
- (b) the Service Provider can demonstrate was in its possession prior to the date of this Agreement;
- (c) the Service Provider can demonstrate was independently developed by the Service Provider;
- (d) is lawfully obtained by the Service Provider on a non-confidential basis from another person who is not bound by a confidentiality agreement with the School Council or otherwise prohibited from disclosing the information to the Service Provider; or
- (e) is disclosed pursuant to Law.

Contract Materials means any materials (including any part of a Deliverable) which the Service Provider creates (whether alone or jointly with any other person) in performing the Services.

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

Deliverable means any item or material (including reports and other documentation) produced or delivered by the Service Provider as outputs of the Services.

Department means the Department of Education and Training.

Fees means the fees payable to the Service Provider for the provision of Services, as set out in or calculated in accordance with Schedule 2.

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

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

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

Insolvency Event means any of the following:

- (a) a party makes a statement that it is insolvent or from which it may be reasonably deduced that the person is insolvent, or a person stops or suspends payment of all or a class of its debts, or threatens to stop or suspend payment of all or a class of its debts;
- (b) execution is levied against a party by a creditor;
- (c) a party is an individual person or a partnership including an individual person, and if that person:
 - (i) commits an act of bankruptcy;
 - (ii) has a creditor's petition presented against him or her or presents his or her own petition;
 - (iii) is made bankrupt;

- (iv) makes a proposal for a Personal Insolvency Arrangement (as defined in the *Bankruptcy Act 1966* (Cth)); or
- (v) executes a Personal Insolvency Arrangement (as defined in the *Bankruptcy Act 1966* (Cth) or is required by creditors to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth)); or
- (d) in relation to a party being a corporation:
 - (i) an order is validly made for the winding-up or dissolution without winding up of a party (or a party gives notice of its intention to do so) or an effective resolution is passed for the winding-up or dissolution of a party (save for the purposes of reconstruction or amalgamation while solvent with the consent of the other party);
 - (ii) a receiver, administrator, manager, receiver and manager or agent is validly appointed to administer a party or any undertaking or property of a party or a third party validly becomes entitled to exercise any power of sale over any part of the undertaking or property of a party;
 - (iii) a party becomes insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth);
 - (iv) a liquidator or a provisional liquidator is validly appointed in respect of a party, whether or not under an order;
 - (v) except to reconstruct or amalgamate while solvent on terms approved by the other party, a party enters into, or resolves to enter into, a scheme of arrangement or composition with, or an assignment for the benefit of, all of its creditors generally or any class thereof, or it proposes a reorganisation, moratorium or other administration involving any of them;
 - (vi) a party states that it is unable to pay its debts when they fall due or otherwise suspends payment of its debts;
 - (vii) a party without the prior consent of the other party takes any step to obtain protection from (or is granted protection from) its creditors under any applicable legislation;
 - (viii) the party resolves to wind itself up, or otherwise dissolves itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party to the Contract or is otherwise wound-up or dissolved; or
 - (ix) a party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001* (Cth).

Intellectual Property Rights means all intellectual property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know how, registered designs, circuit layouts,

Moral Rights and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Key Staff has the meaning given to that term in clause 4(a).

Law means all legislative requirements and includes each of the following as enacted, amended or repealed from time to time:

- (a) acts, regulations, ordinances, by laws, orders, awards, local laws, statutes, proclamations, codes, standards or guidelines of any Authority;
- (b) industry standards in connection with the Services, including any Australian Standard or any government Code of Practice for the construction industry applicable in Victoria;
- (c) any OHS Requirements;
- (d) certificates, licenses, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services;
- (e) Federal and State Awards or enterprise agreements; and
- (f) any fees and charges payable in connection with the above paragraphs (a) to (e) inclusive.

Licence has the meaning given to that term in clause 3.2(d).

Losses has the meaning given to that term in clause 12(a).

Ministerial Order means Ministerial Order 870 entitled "Child Safe Standards – Managing the risk of child abuse in schools" (as amended from time to time).

Moral Rights has the meaning given to that term in the *Copyright Act 1968* (Cth) and includes a right of a similar nature that is conferrable by statute, and that exists or comes into existence anywhere in the world.

Notice of Delay has the meaning given to that term in clause 3.3(a).

OHS Requirements means the *Occupational Health and Safety Act 2004* (Vic), the *Occupational Health and Safety Regulations 2017* (Vic) and all other applicable occupational health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time

Panel means a panel of approved service providers established by the Department.

Panel Agreement means the Department Cleaning Panel Agreement between the Service Provider and the Department governing the Service Provider's appointment to the Panel.

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

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

Policies and Procedures means:

- (g) any policies and procedures applicable to the Service Provider under the Panel Agreement;
- (h) School's policies and procedures governing access, security or occupational health and safety advised to the Service Provider by or on behalf of Schools (as amended from time to time);
- (i) State government policies notified from time to time by the School Council or the Department to the Service Provider as mandatory State government policies for the purpose of this Agreement; and
- (j) any other policies or procedures set out or referred to in this Agreement.

Pre-Existing IP means all materials owned by or licensed to a party as at the Commencement Date or developed by or on behalf of a party independently of this Agreement.

Privacy Obligations has the meaning given to that term in clause 16.3.

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

School means the school which the School Council represents.

School Council Representative means the person nominated by the School Council pursuant to clause 8.1(a)(i) for the time being.

School Staff has the meaning given to it in section 4 of the Ministerial Order.

Services means the services of the Service Provider under this Agreement, including those specified in or reasonably inferred from 0 and the minimum requirements under schedule 1 of the Panel Agreement.

Service Provider Representative means the person nominated by the Service Provider pursuant to clause 8.1(a)(ii) for the time being.

Specialist Subcontractor means subcontractors approved by the Department under the Panel Agreement.

Specialist Tasks include carpet extraction, hard floor maintenance, specialist graffiti removal and high window cleaning.

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

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

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

Tender Documentation (where applicable) means the documentation submitted by the Service Provider in response to a request for tender or request for proposal, in the form finally accepted by the School Council and more particularly described in Item 6 of Schedule 1.

Term means the term of this Agreement determined in accordance with clause 2.

Victorian School Term means a Victorian school term as published on the Department's website from time to time.

Working with Children Check (WWCC) means the check by that name provided for under the *Worker Screening Act 2020 (Vic)*.

Workplace Compliance Obligations means compliance with legislative requirements and/or other minimum standards at law that apply to the Service Provider in relation to its engagement of individuals to perform the Services, including (without limitation):

- (a) all minimum terms and conditions of employment under Commonwealth and State legislation (including, but not limited to, the Fair Work Act 2009 (Cth) and Long Service Leave Act 1992 (Vic)) and any applicable industrial instrument (i.e. a modern award or an enterprise agreement that covers and applies to an employee) including all entitlements relating to shift work and limitations that apply to the circumstances in which employees can be stood down without pay;
- (b) all applicable obligations under the occupational health and safety requirements;
- (c) all requirements imposed under Commonwealth and State anti-discrimination legislation (including, but not limited to, the Equal Opportunity Act 2010 (Vic), Age Discrimination Act 2004 (Cth), Australian Human Rights Commission Act 1986 (Cth), Disability Discrimination Act 1992 (Cth), Racial Discrimination Act 1975 (Cth) and Sex Discrimination Act 1984 (Cth));
- (d) all relevant obligations under applicable workers' compensation and superannuation legislation;
- (e) developing (where not currently in place) and implementing comprehensive systems, processes and policies to ensure compliance with the requirements outlined in paragraphs (a) to (d) (inclusive) above;
- (f) ensuring that all individuals engaged to provide the Services have the skills, training and experience to perform the relevant work safely and competently; and
- (g) ensuring appropriate systems are in place to enable employees to raise workplace grievances (including allegations of bullying and harassment) and facilitating any such issues being dealt with efficiently and effectively.

1.2 Interpretation

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;

- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) the obligations of the Service Provider, if more than one person, under this Agreement are joint and several and each person constituting the Service Provider acknowledges and agrees that it will be causally responsible for the acts and omissions, including breaches of this Agreement, of the other as if those acts or omissions were its own;
- (g) the rights of the Service Provider, if more than one person, under this Agreement, including the right to payment, jointly benefit each person constituting the Service Provider (and not severally or jointly and severally);
- (h) where in the Agreement the School Council may exercise a remedy, power or entitlement, or consent to a particular matter, the School Council and/or Department may do so in its absolute and unfettered discretion;
- (i) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) '\$', 'dollars' or 'AUD' is a reference to the lawful currency of the Commonwealth of Australia; and
 - (vi) a party or parties is a reference to the School Council and the Service Provider (as the case requires); and
- (j) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
- (k) where the Service Provider enters this Agreement as the trustee for a trust, the Service Provider acknowledges and agrees that the Agreement, and the transactions contemplated by it:
 - (i) is a valid and binding agreement on it, enforceable in accordance with its terms; and
 - (ii) binds the Service Provider in its personal capacity and in its capacity as the trustee of the relevant trust.

1.3 Warranties

The Service Provider warrants that:

- (a) it has a current Panel Agreement with the Department and its membership on the Panel has not been suspended or revoked; and
- (b) all representations made by the Service Provider in or in connection with the Tender Documentation (if applicable) were and remain accurate.

2. Term

2.1 Term

This Agreement commences on the Commencement Date and ends on the Completion Date, unless terminated earlier or extended in accordance with this Agreement.

2.2 Extension of Term

- (a) The Service Provider must notify the School Council in writing three months prior to the expiry of the then current Term of the expiry of the Term.
- (b) The School Council may elect, by notice in writing to the Service Provider not later than two months prior to the expiry of the then current Term, to extend the Term of this Agreement for one or more further periods, as set out in Item 2 of Schedule 1.
- (c) If the School Council fails to make an election in accordance with clause 2.2(b) by the required time, this Agreement will continue on the same terms and conditions as this Agreement on a rolling month-by-month basis until such time as the Agreement is terminated.
- (d) If the School Council elects to extend the Term of this Agreement for one or more further periods pursuant to clause 2.2(b), such further term or terms will be on the same terms and conditions as this Agreement (other than any changes to the Fees agreed by the parties for the further term and excluding, in respect of the final further period, this clause 2.2).

3. Performance of Services

3.1 Provision of Services

The Service Provider must provide the Services to the School Council during the Term, on and subject to the terms of this Agreement.

3.2 General Service Obligations

The Service Provider must:

- (a) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight and in accordance with all applicable standards, principles and practices that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
- (b) provide, at its own cost, any and all equipment and materials necessary for the performance of the Services;

- (c) perform the Services in a manner that complies with all Laws, Policies and Procedures and Workplace Compliance Obligations applicable to the Service Provider in respect of the provision of the Services;
- (d) ensure it:
 - (i) holds a current labour hire licence granted by the Labour Hire Licensing Authority under the *Labour Hire Licensing Act 2018* (Vic) (**Licence**);
 - (ii) maintains the Licence for the Term;
 - (iii) immediately advises the School Council if the Licence is suspended, cancelled or conditions are imposed on the Licence; and
 - (iv) provides such information in relation to the status of the Licence as may reasonably be requested by the School Council;
- (e) ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
- (f) cooperate fully with, and act in good faith towards the School Council;
- (g) keep the School Council informed of all matters of which it ought reasonably be made aware, and provide such information in relation to the provision of the Services as may reasonably be required by the School Council;
- (h) carry out its obligations and duties and complete the provision of the Services to the satisfaction of, and in accordance with, all directions and requirements of the School Council;
- (i) ensure that the Services are performed so as not to affect, contaminate or disturb any Personnel, student(s), visitor, teaching materials, student projects or materials, indoor plants, aquariums or any other part of the School Council's premises or any property within such premises;
- (j) ensure that it and its Personnel are appropriately qualified and have the requisite knowledge, skill and expertise to provide the Services in accordance with this Agreement; and
- (k) where the School Council has, either expressly or by implication, made known to the Service Provider any particular purpose for which the Services are required, perform the Services in such a way as to achieve that result.

3.3 Delay

- (a) If the Service Provider is aware of any potential delay or disruption in the supply of the Services in accordance with this Agreement, the Service Provider must advise the School Council immediately upon becoming aware of such delay or possible delay (**Notice of Delay**).
- (b) The Notice of Delay must set out, in reasonable detail:
 - (i) the circumstances giving rise to such delay or disruption, including the cause of the delay or disruption;
 - (ii) the likely length of such delay or disruption;

- (iii) the steps the Service Provider intends to take to overcome or minimise the delay or disruption; and
 - (iv) such other information as the School Council Representative may reasonably request.
- (c) The School Council Representative may agree to extend the date for performance of the Service Provider's obligations if, in the reasonable opinion of the School Council Representative, the circumstances giving rise to the delay are legitimate and warrant an extension of time.
- (d) The School Council Representative will promptly notify the Service Provider in writing of any revised date for performance of the relevant obligations agreed by the School Council under clause 3.3(c).
- (e) If the Service Provider fails to supply the Services by any date for performance specified in this Agreement, including the Completion Date, such failure will constitute a breach by the Service Provider.

3.4 Water and Electricity

- (a) The Service Provider may use the School Council's water and electricity at the School Council's premises solely for the purpose of performing the Service, to carry out the Services and may only use an amount that is reasonably necessary to carry out the Services.
- (b) The Service Provider may not use any other service at the School Council's premises unless the School Council agrees otherwise in writing, which will be at the sole and absolute discretion of the School Council.

3.5 Inability to provide Services

Without limiting clause 3.3, if at any time during the Term the Service Provider is unable or is likely to become unable, for whatever reason, to provide any or all of the Services, the Service Provider must immediately notify the School Council Representative of that fact and immediately do everything necessary or required by the School Council (at the Service Provider's cost) to minimise the impact on the School Council.

3.6 Variations to scope of Services

- (a) The School Council may at any time give written notice to the Service Provider proposing a variation to the scope of the Services (including increasing or decreasing the volume of the Services or, changing the area within the School at which the Services are to be provided).
- (b) The Service Provider must, within 5 Business Days of such notice, provide a written proposal as to the varied Fees that would apply with respect to the provision of the varied Services, which varied Fees must be reasonable and where possible calculated in accordance with any formula within this Agreement utilised to calculate the Fees and where this is not possible then the varied Fees must take into consideration the Fees charged in this Agreement.
- (c) The School Council may accept such proposal in writing within 5 Business Days of its receipt from the Service Provider. In the absence of such acceptance, the

Services must be performed in accordance with this Agreement without such variation.

3.6A Variations to Fees

- (a) The Service Provider may at any time give written notice to the School Council proposing a variation to the Fees which must be reasonable and where possible calculated in accordance with any formula within this Agreement utilised to calculate the Fees and where this is not possible then the varied Fees must take into consideration the Fees charged in this Agreement.
- (b) The School Council may accept the proposal as to the varied Fees in writing within 5 Business Days of its receipt of the proposal from the Service Provider. In the absence of such acceptance, the Services must be performed in accordance with this Agreement without such variation.

3.7 Time of the essence

Time will be of the essence in the performance of the Services.

3.8 Role of the Department

The Service Provider and School Council acknowledge and agree that the Department:

- (a) is responsible for the Panel;
- (b) may act as authorised agent or exercise any right on behalf of the School Council (including where the School Council is required to form an opinion or belief) under this Agreement and that an act or exercise of a right of the Department under this clause shall be deemed to be an act or exercise of a right of the School Council; and
- (c) will have the benefits of all the Service Provider's obligations and warranties under this Agreement but the Department has no liability whatsoever to the Service Provider under or in connection with this Agreement.

4. Service Provider's Personnel

- (a) The Services must be provided by the Personnel specified in Item 5 of Schedule 1 (**Key Staff**).
- (b) The Service Provider may not remove or replace any of the Key Staff without the School Council's prior written consent.
- (c) If any of the Key Staff are unable to provide the Services, the Service Provider must promptly notify the School Council of that fact and provide details of alternate, suitably qualified and experienced Personnel to replace the Key Staff (**Replacement Staff**).
- (d) The School Council may request any information from the Service Provider in relation to the Key Staff and/or Replacement Staff that the School Council reasonably needs to consider in determining whether the Key Staff and/or Replacement Staff can carry out the Services and comply with this Agreement and, the Service Provider must immediately provide such information.
- (e) The School Council must notify the Service Provider in writing within 5 Business Days (or if the School Council has requested information in clause 4(d) then within 5 Business Days after it has received all the information it has requested) as to whether or not it accepts the

Replacement Staff proposed by the Service Provider pursuant to clause 4(c).

- (f) The Service Provider acknowledges and agrees that the School Council will be under no obligation to accept any person proposed by the Service Provider if the School Council is not satisfied as to the qualifications and experience of such person or has otherwise formed the view that such person does not meet the requirements specified in this Agreement.
- (g) The Service Provider must ensure that its Personnel observe and comply with this Agreement.
- (h) The School Council may request that the Service Provider withdraw any of its Personnel (including any of the Key Staff) from providing any part of the Services if in the School Council's opinion, any person:
 - (i) is guilty of misconduct;
 - (ii) is incompetent or negligent;
 - (iii) is in breach of an applicable policy, including any relevant Policies and Procedures;
 - (iv) infringes any safety regulations or is considered to be performing any work in an unsafe or unsatisfactory manner whereby the safety of employees or property of Department or the School is or may be affected;
 - (v) does not meet the requirements of this Agreement;
 - (vi) is unsuitable to work in the vicinity of the Department's or the School's assets or in the vicinity of a School; or
 - (vii) has otherwise committed an act or done anything that is contrary to prevailing community standards or is regarded by the public as unacceptable.
- (i) If the School Council makes a request under clause 4(h), the Service Provider must:
 - (i) promptly arrange for that person to cease being involved in providing the Services;
 - (ii) ensure that the person does not return to the School's premises except with the School Council's prior written consent, which may be withheld in its absolute discretion; and
 - (iii) replace that person with another person of suitable ability and qualifications, at no additional charge within the time period specified by the School Council.
- (j) If requested by the School Council, the Service Provider must ensure that the Service Provider's Personnel are clearly identifiable as cleaning staff employed on behalf of the School Council.

5. Non-exclusivity

This Agreement is entered into on a non-exclusive basis.

6. Price for the Services

The Fees according to which the Service Provider will charge the School Council for Services performed in accordance with

this Agreement are set out in Schedule 2. Subject to any change in the Fees agreed under clauses 3.6 or 3.A, the Fees are fixed for the Term.

7. Invoicing and payment

7.1 Invoicing

- (a) The Service Provider must submit to the School Council a Tax Invoice in respect of the Services monthly in arrears.
- (b) A Tax Invoice submitted for payment pursuant to clause 7.1(a) must be sent to the School Council Representative at the address specified in Item 3 of Schedule 1.

7.2 Payment of invoice

- (a) Subject to the remainder of this clause 7.2, the School Council will pay the invoiced amount to the Service Provider within 30 days of receipt of the invoice.
- (b) If the School Council receives an invoice from the Service Provider outside a Victorian School Term, the School Council will pay the invoiced amount to the Service Provider within 30 days of the commencement of the next Victorian School Term.
- (c) An invoice will not be paid until such time as the invoice is certified for payment by the School Council Representative. An invoice will not be certified for payment unless the School Council Representative is satisfied that it is correctly calculated with respect to the Services and the Service Provider is entitled to claim payment.
- (d) If the School Council Representative disputes the invoiced amount (whether in whole or in part) for any reason, the School Council must pay the undisputed amount of such invoice (if any) and notify the Service Provider of the amount the School Council believes is due for payment. If the School Council and the Service Provider are unable to agree on the balance of the invoiced amount, the dispute will be referred for determination in accordance with clause 17. If requested, the Service Provider will withdraw the disputed Tax Invoice and issue a replacement Tax Invoice for the undisputed amount.
- (e) Payment of an invoice is not to be taken as:
 - (i) evidence or an admission that the Services have been provided in accordance with this Agreement;
 - (ii) evidence of the value of the Services supplied; or
 - (iii) an admission of liability,but must be taken only as payment on account.

8. Contract management

8.1 School Council Representative and Service Provider Representative

- (a) For the purposes of ensuring a productive and efficient relationship between the School Council and the Service Provider under this Agreement:

- (i) the School Council nominates the person or persons specified as such in Item 3 of Schedule 1 as its School Council Representative; and
 - (ii) the Service Provider nominates the person or persons specified as such in Item 3 of Schedule 1 as its Service Provider Representative.
- (b) The School Council Representative and the Service Provider Representative have authority to:
- (i) exercise all of the powers and functions of his or her party under this Agreement other than the power to amend this Agreement; and
 - (ii) bind its party in relation to any matter arising out of or in connection with this Agreement.
- (c) The Service Provider must comply with all reasonable instructions given by the School Council Representative.
- (d) Either party may change its then current representative by giving written notice to the other.

8.2 Reports

The Service Provider must provide the School Council Representative with all reports, data or other information that the School Council Representative may request to enable it to adequately assess the performance of the Service Provider.

8.3 Competitive pricing

The Service Provider must ensure the Fees are (and will remain, for the Term) commercially competitive in terms of:

- (a) the prices offered by the Service Provider to other customers whose orders for services are comparable to the order for Services placed by the School Council under this Agreement; and
- (b) prices, and terms and conditions, offered by other service providers in the market for services which are the same as or equivalent to the Services.

9. Intellectual Property

- (a) The School Council's and the Service Provider's Pre-Existing IP will remain vested in each of them (or the third party who owns it). Contract Materials will remain vested in the Service Provider.
- (b) The Service Provider hereby irrevocably and unconditionally grants to the School Council, a perpetual, non-exclusive, royalty-free, worldwide, irrevocable licence (including the right to sub-licence) to exercise all Intellectual Property Rights in:
 - (i) the Contract Materials; and
 - (ii) any of the Service Provider's Pre-Existing IP incorporated in or otherwise required to use the Contract Materials or any Deliverables.
- (c) The School Council grants the Service Provider a non-exclusive, non-transferable, royalty-free licence to use the School Council's Pre-Existing IP for the sole purpose of performing, and only the extent required to perform, the Services and complying with its obligations under this Agreement for the Term.

(d) The Service Provider warrants that:

- (i) it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Services and Deliverables and to grant to the School Council the licences contemplated by this Agreement; and
- (ii) the provision of the Services and the possession or use of any Deliverable will not infringe any right of any third party (including any Intellectual Property Right) or any Laws.

10. Access to Records

10.1 Service Provider to retain records

The Service Provider must, during the Term and for a period of seven years after the Term, keep true and particular accounts and records of:

- (a) all Services supplied under this Agreement; and
- (b) all associated records including:
 - (i) records of purchase of Services by the Service Provider; and
 - (ii) all supporting materials used to generate and substantiate invoices submitted in respect of Services supplied under this Agreement.

10.2 Right to access and audit

- (a) The School Council, the Department or either of their duly authorised representatives will have the right, after giving reasonable notice at any time during business hours, to inspect and/or audit the accounts and records of the Service Provider relating to the provision of Services, and any other matters relating to this Agreement including the calculation of the Fees. Such representatives will be entitled (at the expense of the School Council) to take copies of or extracts from any such records.
- (b) The right of access and audit granted under clause 10.2(a) may be exercised by the School Council at any time during the Term or in the seven year period following the expiry of the Term.
- (c) For the avoidance of doubt, the School Council will be solely responsible for the costs of conducting any audit under clause 10.2(a).

11. Failure to perform

- (a) Without limiting any other remedy the School Council may have, if the Service Provider fails to provide or perform any of the Services in accordance with the requirements of this Agreement, the School Council will not be required to pay for those Services and may, by notice in writing to the Service Provider, require the Service Provider to:
 - (i) remedy any default (if the default is capable of being remedied) at the Service Provider's own expense; or
 - (ii) re-perform the Services (if the Services are capable of being re-performed by the Service Provider),

within the time specified in the notice (which must be reasonable having regard to the nature of the Services).

- (b) If the default referred to in clause 11(a) in the School Council's opinion is not capable of being remedied or the Services are not capable of being re-performed, or the Service Provider fails within the time specified to remedy the default or re-perform the Services, the School Council may either:

- (i) remedy that default or re-perform the Services itself; or
- (ii) have the Services remedied or re-performed by a third party,

and in either case, the Service Provider must pay the reasonable costs incurred by the School Council in doing so.

12. Indemnity

- (a) To the extent permitted by Law, the Service Provider at all times indemnifies and will continue to indemnify, hold harmless and defend the Department, the School Council and its Personnel (in this clause, each an **Indemnified Party**) against any liability, loss, damage, claim, action or expense (including all legal costs determined on a full indemnity basis) (**Losses**) which any Indemnified Party suffers or incurs as a result of any demand, suit, action, claim or proceeding against an Indemnified Party where the Losses arise as a direct or indirect result of any of the following:

- (i) personal injury or harm, including sickness and death;
- (ii) property damage;
- (iii) a breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;
- (iv) fraudulent acts or omissions of the Service Provider or its Personnel;
- (v) any wilful misconduct or unlawful act or omission by the Service Provider or its Personnel;
- (vi) any third party claim arising out of a breach of this Agreement by the Service Provider or its Personnel (including breach of warranty) or any negligent act or omission of the Service Provider or its Personnel;
- (vii) any infringement or alleged infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party; or
- (viii) a breach of clause 3.2(d), 9(d), 16, 19.2 or 24 of this Agreement,

except to the extent that any such Loss is caused by the negligence or other wrongful act or omission of the Indemnified Party, in which case the indemnity will be proportionately reduced having regard to the Indemnified Party's causation of the loss.

- (b) To the extent that the indemnity in this clause refers to persons other than the School Council, the School Council holds this clause on trust for those other persons.

- (c) If any indemnity payment is made by the Service Provider under this clause 12, the Service Provider must also pay to the Indemnified Party an additional amount equal to any tax which is payable by the Indemnified Party in respect of that indemnity payment.

13. Termination

13.1 Grounds for termination by the School Council

The School Council may immediately terminate this Agreement by notice in writing to the Service Provider if:

- (a) the Service Provider fails to remedy, to the satisfaction of the School Council, any breach of this Agreement within 14 days after the date on which the School Council issues the Service Provider a written notice requiring the Service Provider to remedy the breach;
- (b) the Service Provider breaches any provision of this Agreement and in the opinion of the School Council such breach cannot be remedied;
- (c) the Service Provider or any of its Personnel or Specialist Subcontractors engage in acts of fraud, dishonesty, criminal conduct or any other misconduct;
- (d) the Service Provider commits any act or does anything that is, in the opinion of the School Council:
 - (i) contrary to prevailing community standards;
 - (ii) is regarded by the public as unacceptable; or
 - (iii) brings the reputation of the Service Provider, the Department or State into disrepute,

and as a consequence the School Council believes that its continued association with the Service Provider will be prejudicial or otherwise detrimental to the reputation of the School Council, the Department or the State; or

- (e) the Service Provider is the subject of an Insolvency Event.

13.2 Termination following revocation of Panel status

The Agreement shall immediately terminate (without notice) if the Department revokes the Service Provider's membership of the Panel or terminates the Panel Agreement.

13.3 Termination without cause

- (a) The School Council may terminate this Agreement without cause provided that it provides the Service Provider with a written notice of its intent to terminate under this clause at least 20 Business Days before the termination is to take effect.
- (b) Where this Agreement is terminated by the School Council pursuant to clause 13.3(a), the School Council will pay the Service Provider:
 - (i) for the Services performed in accordance with this Agreement up to the date of the termination; and
 - (ii) the unavoidable and substantiated direct costs incurred by the Service Provider for consumables used in the provision of the Services (excluding any equipment), provided that such consumables

are of suitable quality for the performance of the Services and are transferred to the School Council,

and the School Council has no other liability to the Service Provider in relation to that termination including (without limitation) loss of profit or revenues.

- (c) When the School Council issues a notice under clause 13.3(a), the Service Provider must:
- (i) immediately comply with any directions given in the notice; and
 - (ii) do all that is possible to mitigate its losses arising from the termination of this Agreement.

13.4 Grounds for termination by the Service Provider

- (a) The Service Provider may terminate this Agreement by giving at least 30 Business Days' written notice to the School Council if the School Council fails to pay amounts due under this Agreement which have the following characteristics:
- (i) are the subject of Tax Invoices complying with this Agreement;
 - (ii) are due and payable in accordance with this Agreement;
 - (iii) are not the subject of a good faith dispute;
 - (iv) are overdue for a period of at least 60 Business Days; and
 - (v) are amounts for which a demand has been made, provided that the demand clearly states that the amount has been overdue for a period of at least 60 Business Days and that the Service Provider will have the right to terminate this Agreement on 30 Business Days' notice after the expiration of 5 Business Days following service of the demand if the demand is not met within that 5 Business Day period.
- (b) Clause 13.4(a) constitutes the Service Provider's sole and exclusive right to terminate this Agreement.

13.5 Consequences of termination or expiry

- (a) Termination or expiry of this Agreement will not prejudice any right of action or remedy which may have accrued to either party prior to termination or expiry.
- (b) Where this Agreement is terminated by the School Council pursuant to clause 13.1 or 13.2 the School Council shall be entitled to:
- (i) damages from the Service Provider arising out of or related to the termination of the Agreement;
 - (ii) set off any amounts claimed by the School Council from any claims the Service Provider may have for Services provided up to the date of the termination that it has under the Agreement; and/or
 - (iii) engage any other persons to carry out and complete the performance of the Services.

- (c) On termination or expiration of this Agreement, the Service Provider must immediately cease using all materials (whether in written or electronic form) that contain or encapsulate any Confidential Information and, at the election of the School Council:

- (i) delete or destroy the materials, as applicable; or
- (ii) return the materials to the School Council in the format in which they were first provided by the School Council and, in addition, if required by the School Council, in a non-proprietary and open access file format (such as .txt, .csv, .rft, etc) as specified by the School Council,

at no additional cost to the School Council.

13.6 Survival

Clauses 1, 7, 9, 10, 12, **Error! Reference source not found.**13.5, 16, 17, 19.5, 21, 22 and 23 survive the termination or expiry of this Agreement or the completion of the Services and may be enforced at any time.

14. Insurance

- (a) The Service Provider must (and must ensure that any sub-contractors appointed by it under clause 18) obtain and maintain for the Term the insurances specified in Item 4 of Schedule 1.
- (b) Where permitted by Law, the insurance policies must be extended to indemnify the Department, the Service Provider, Service Provider's Personnel, the School Council, the School Council's Personnel and all Specialist Subcontractors employed from time to time in relation to the Services. The Service Provider must ensure that all Specialist Subcontractors have similarly insured their Personnel.
- (c) The Service Provider must provide the School Council with evidence of the currency of any insurance it is required to obtain on or prior to submitting its first invoice under this Agreement, and otherwise on request by the School Council at any time during the Term.
- (d) The insurance must cover all events which may occur during the Term and those which may occur up until the Service Provider completes all Services.

15. Accident compensation

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

- (a) complies with the provisions of the *Accident Compensation Act 1985* (Vic);
- (b) insures against its liability to pay compensation whether under Law or otherwise; and
- (c) produces to the School Council on request any certificates or like documentation required by the *Accident Compensation Act 1985* (Vic).

16. Confidentiality, privacy and data protection

16.1 Use of Confidential Information

- (a) The Service Provider will keep the Confidential Information confidential and secure and will (and will ensure that its Personnel and advisers will):
 - (i) use and reproduce Confidential Information only to the extent necessary to perform its obligations under this Agreement; and
 - (ii) not disclose or otherwise make available Confidential Information other than to its Personnel who have a need to know the information to enable the Service Provider to perform its obligations under this Agreement.
- (b) All Confidential Information will remain the property of the School Council.
- (c) The Service Provider acknowledges that the School Council will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Service Provider of this clause 16 and without the need on the part of the School Council to prove any special damage.

16.2 Disclosure of Service Provider's information

- (a) Subject to clause 16.2(b), the School Council agrees to treat as confidential all information of or relating to the Service Provider that is provided to it, whether under this Agreement or the Tender Documentation (if applicable), by or on behalf of the Service Provider and which is identified in writing by the Service Provider as confidential.
- (b) The Service Provider consents to the School Council publishing or otherwise making available information in relation to the Service Provider and the provision of the Services and Deliverables as may be required:
 - (i) in order to comply with the requirements of the Contract Publishing System;
 - (ii) to other Victorian Government departments and agencies or Ministers of the State of Victoria in connection with the use of the Services;
 - (iii) to any public sector agency (of the State, any other state or territory or the Commonwealth) for the purposes of benchmarking, provided that it will not identify the Service Provider;
 - (iv) by the office of the Auditor General appointed under section 94A of the *Constitution Act 1975* (Vic) (**Auditor-General**) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic) (**Ombudsman**);
 - (v) to comply with Law, including the *Freedom of Information Act 1982* (Vic); or
 - (vi) to the IBAC.

16.3 Privacy

The Service Provider acknowledges that it will be bound by the Information Privacy Principles, any applicable Code of Practice and the Health Privacy Principles (together, **Privacy Obligations**) with respect to any act done or practice engaged

in by the Service Provider in connection with this Agreement in the same way and to the same extent as the Privacy Obligation would have applied to the School Council in respect of that act or practice had it been directly done or engaged in by the School Council.

16.4 Data Protection

The Service Provider acknowledges that the School Council is bound by the Protective Data Security Standards. The Service Provider will not do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to a contravention by the School Council in respect of any data collected, held, used, managed, disclosed or transferred by the Service Provider on behalf of the School Council under or in connection with this Agreement.

17. Disputes

17.1 Parties to meet

If any dispute arises under or in connection with this Agreement (**Dispute**) which Dispute is not able to be resolved by the School Council Representative and the Service Provider Representative within 14 days, the nominated senior executive officer (or equivalent) of each of the School Council (on the one hand) and the Service Provider (on the other hand) will promptly meet and discuss in good faith with a view to resolving such Dispute.

17.2 Mediation

If any Dispute is unable to be resolved in accordance with clause 17.1 within 14 days, the parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Commercial Disputes Centre (**ACDC**) in accordance with ACDC's guidelines, before having recourse to litigation.

17.3 Litigation

If the parties fail to settle any Dispute in accordance with clause 17.2, either party may pursue its rights at Law.

17.4 Performance during Dispute resolution

The parties to a Dispute will continue to perform their respective obligations under this Agreement, pending the resolution of a Dispute under this clause 17.

17.5 Interlocutory relief

Nothing in this clause 17 is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such dispute.

18. Sub-contracting

- (a) Except as expressly provided in this Agreement, the Service Provider must not sub-contract, franchise, assign to any third person any of its obligations under this Agreement.
- (b) The Service Provider may subcontract Specialist Tasks to Specialist Subcontractors.
- (c) The Service Provider will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of a sub-contractor

as though they were the actions of the Service Provider itself.

- (d) The Service Provider must not assign, transfer or otherwise deal with any of its rights under this Agreement without the School Council's prior written consent (which may be withheld in its absolute discretion).

19. Access and safety

19.1 Access to premises

The School Council will, subject to its usual security requirements, permit the Service Provider reasonable access to the premises at such times as may be reasonably necessary to enable the Service Provider to provide the Services.

19.2 Obligations

- (a) On each occasion that the Service Provider enters the premises of the School Council, the Service Provider must and must ensure that its Personnel will:

- (i) protect people and property;
- (ii) prevent nuisance and unnecessary noise and disturbance;
- (iii) act in a safe and lawful manner and comply with the safety standards and policies of the School Council (as notified to the Service Provider); and
- (iv) comply with the OHS Requirements.

- (b) Without limiting clause 19.2(a), the Service Provider must ensure that:

- (i) all electric lights and appliances (except computers) and all water taps are turned off immediately after use and in any event before leaving the School Council's premises;
- (ii) all doors, windows and locker bays (where appropriate) are closed when leaving an area and that all external windows and doors are closed and securely locked and that the School Council's security system has been properly activated when leaving the premises; and
- (iii) the School Council Representative is notified as soon as the Service Provider becomes aware of any damage or breakdown to plant, equipment, furniture, fixtures and fittings encountered in the course of providing the Services, including graffiti and defacement of buildings or furniture.

- (c) The Service Provider must:

- (i) keep safe and secure;
- (ii) not, without the School Council's permission, make copies of; and
- (iii) upon the expiry or termination of this Agreement, return to the School Council (including authorised copies of),

all keys and access cards given to the Service Provider for the performance of the Services.

19.3 Materials and equipment

- (a) The School Council will make available in the premises a safe and secure room for the storage of equipment and materials as may be necessary for the Service Provider to perform the Services. The Service Provider shall ensure that the storage room is locked when unoccupied by the Service Provider's Personnel.

- (b) Without limiting clause 19.2(a), the Service Provider must ensure that:

- (i) no inflammable, toxic or hazardous substances are brought on or about the premises of the School Council without the School Council's Representative's prior written consent;
- (ii) cleaning waste and other materials wholly or partially impregnated with any inflammable, toxic or hazardous substance are removed from the premises on the completion of each day's Service;
- (iii) all materials and equipment of the Service Provider are kept in the storage room made available to the Service Provider and that such materials and equipment are not left in thoroughfares, walkways or verandas; and
- (iv) all waste produced in the performance of the Services is disposed of in accordance with all applicable Laws.

19.4 No occupier's liability

Neither the Department nor the School Council or their respective Personnel will be responsible for any damage done to the property of the Service Provider's or its Personnel or sub-contractors or for any personal injury sustained by any of the Service Provider's Personnel or sub-contractors occurring on the School Council's premises to the extent that such personal injury or property damage occurred as a result of:

- (a) a failure to comply with this Agreement; or
- (b) the negligence or recklessness of the Service Provider or its Personnel or sub-contractors.

19.5 Repairs

- (a) If the Service Provider needs to access the School Council's premises and/or use of the School Council's property (both requiring the School Council's consent) in order to carry out the Services, then, the Service Provider is responsible for and must promptly repair any damage to the School Council's property and/or premises to the extent caused or contributed to by the Service Provider.
- (b) If the Service Provider fails to properly repair any such damage it is responsible for under this clause 19.5 within a reasonable time, then the School Council may do so and the Service Provider must immediately reimburse the School Council the cost of such repairs.

19.6 No Warranty

The School Council does not warrant that the School Council's premises accessed by the Service Provider and/or School Council's property used by the Service Provider under this clause 19 is suitable for the Service Provider's use and to carry out its Services.

20. Notices

20.1 Method of delivery

A notice, demand, certification, process or other communication relating to this Agreement must be in writing and may be sent by post, courier or by electronic mail as follows:

- (a) to the School Council: to the School Council Representative, at the address which is set out in Item 3 of Schedule 1; and
- (b) to the Service Provider: to the Service Provider Representative, at the address which is set out in Item 3 of Schedule 1.

20.2 Time of delivery

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

- (a) in the case of delivery in person or by courier, when delivered;
- (b) in the case of delivery by post, five (nine if posted to or from a place outside Australia) Business Days after the date of posting; and
- (c) in the case of electronic mail, if the message is correctly addressed to and successfully transmitted to that party's electronic mail address (e-mail address), when receipt of the message is recorded on the sender's computer.

20.3 After hours communications

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

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or public holiday in the place of receipt,

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

20.4 New Notice Details

Where notice of a new address, new registered office address, new telephone number or new email address has been given by notice by one party to the other party, the details in Schedule 1 shall be taken to be substituted as at the date of the party's notice.

21. GST

21.1 Definitions

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

21.2 Consideration is inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are inclusive of GST. If GST is imposed on any supply made under or in accordance with this Agreement which is not expressed to be inclusive of GST, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to the GST payable on or for

the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with this Agreement.

21.3 Reimbursement

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

21.4 Adjustment Event

If an adjustment arises in relation to a taxable supply made under this Agreement, the Service Provider must recalculate the amount payable on account of GST under clause 21.2 to take account of the adjustment event. The Service Provider must issue an adjustment note to the School Council within 28 days of becoming aware of the adjustment event. A corresponding payment to reflect the adjustment must be made by the Service Provider to the School Council, or by the School Council to the Service Provider, as the case may be.

21.5 Other taxes

Subject to the other provisions of this Agreement, the Fees include all taxes (other than GST), duties (including stamp duty), charges, fees and other imposts of whatever kind (including any fine or penalty imposed in connection with them) that may be levied, assessed, charged or collected in connection with this Agreement, to the extent applicable.

22. Staff Costs

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

23. Requirement for Working with Children and Police Checks

- (a) If the Service Provider enters the premises of the School Council, the Service Provider must (and ensure that all persons engaged or used by it to enter the School Council's premises, including its Personnel):
 - (i) display photo identification and have a current WWCC;
 - (ii) have undertaken a satisfactory police records check, if requested by the School Council; and
 - (iii) have met any additional relevant legal requirements and policies of the School Council, School and/or Department in relation to the suitability of persons to work with school children or within the precinct of the School as advised by the School Council.

-
- (b) The Service Provider must ensure the terms and conditions of employment of any staff or the engagement of any contractor for the purpose of entering the School Council's premises under this Agreement are consistent with the above obligations.

24. Child Safe Standards

- (a) The parties acknowledge and agree that Victorian government schools are committed to:
- (i) creating child safe environments;
 - (ii) protecting students from abuse or harm in the school environment, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents or allegations of child abuse in accordance with their legal obligations, including Child Safety Laws.
- (b) This clause only applies to the extent that the Service Provider (and its Personnel) are engaged in Child-connected work.
- (c) The Service Provider acknowledges that the School Council and School Staff are required to comply with Child Safety Laws, the Ministerial Order and Child Safety Policies.
- (d) If the Service Provider is an Applicable Entity, it warrants to the School Council that it:
- (i) is compliant and will continue to comply with Child Safety Laws; and
 - (ii) will immediately provide the School Council with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the Service Provider (or its Personnel).
- (e) The Service Provider (and its Personnel) must:
- (i) if applicable (whether or not the Service Provider must itself comply with Child Safety Laws), comply with any relevant Child Safety Policies; and
 - (ii) comply with any reasonable direction by the School Council in respect to compliance by the School Council, School Staff and/or the Service Provider with any Child Safety Laws or any relevant Child Safety Policies.
- (f) The School Council may terminate this Agreement immediately if, in the School's Council's reasonable opinion, it determines at any time that:
- (i) there is a breach of any Child Safety Laws caused by, or in any way connected with, the Service Provider or its Personnel; or
 - (ii) the Service Provider or any of its Personnel are not suitable to engage in Child-connected work for the purposes of the School Council and School Staff's compliance with the Child Safety Laws or relevant Child Safety Policies.

25. Labour Hire Licence

- (a) If the Service Provider is a provider or a worker for the purposes of the *Labour Hire Licensing Act 2018* (Vic), the Service Provider must obtain and maintain for the Term, a valid Labour Hire Licence issued by the Labour Hire Authority in accordance with the *Labour Hire Licensing Act 2018* (Vic).
- (b) The Service Provider must provide the School Council with evidence of the Labour Hire Licence on or prior to submitting its first invoice under this Agreement, and otherwise on request by the School Council at any time during the Term.

26. General

26.1 Costs

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

26.2 Amendment

This Agreement may only be varied or replaced by agreement in writing.

26.3 Waiver and exercise of rights

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

26.4 Severability

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

26.5 Rights cumulative

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

26.6 Set off

The School Council may set off against any sum owing to the Service Provider under this Agreement any amount then owing by the Service Provider to the School Council.

26.7 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

26.8 Assignment of rights

The Service Provider must not assign any right under this Agreement without the prior written consent of the School Council.

26.9 Counterparts

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

26.10 Electronic Signing

Each party acknowledges and agrees to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed this way. This Agreement constitutes an original document in an electronic format and will have the same legal effect, validity and enforceability as signature affixed by hand.

26.11 Entire understanding

- (a) This Agreement is comprised of the following documents:
 - (i) clauses 1 to 256 (inclusive);
 - (ii) the Schedules to this Agreement; and
 - (iii) only to the extent that it imposes obligations on the Service Provider that are no less onerous than those obligations under this Agreement, the Tender Documentation (if specified or included in Item 6 of Schedule 1).
- (b) In the event and to the extent of any inconsistency between the documents listed in clause 26.11(a), the provisions of the earlier mentioned document will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.
- (c) This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. Subject to clause 1.3(b), no party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.
- (d) Except as otherwise provided in clause 26.11(a):
 - (i) all previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect; and
 - (ii) no oral explanation or information provided by any party to another:
 - (a) affects the meaning or interpretation of this Agreement; or

(b) constitutes any collateral agreement, warranty or understanding between any of the parties.

26.12 Publicity

The Service Provider must not make any public announcement or media release in respect of any aspect of this Agreement or the Services without the prior written approval by the School Council. Without limitation, if permission to publish is granted pursuant to this clause 26.12, the Service Provider must, in all publications, promotional and advertising materials and public announcements, acknowledge the contribution of the School Council.

26.13 Relationship of parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties. Nothing in this Agreement shall constitute or deem a party to be the employee of another party.

26.14 No inducements

The Service Provider will not, and will ensure that its Personnel will not, directly or indirectly, offer, promise, agree to pay, give, accept, or solicit anything of value (including to or from any third party) in order to secure any reward or improper benefit other than payment for the performance of its obligations under this Agreement.

26.15 Conflict of interest

- (a) The Service Provider warrants that it does not, and will ensure that its Personnel do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with, or might appear to be created in conflict with, their duties and interest under this Agreement.
- (b) The Service Provider must promptly inform the School Council of any matter which may give rise to an actual or potential conflict of interest and comply with any reasonable directions given by the School Council in terms of dealing with that conflict.

Executed as an agreement.

By the School Council:

Executed for and on behalf of the **School Council** by a duly authorised representative who warrants that he or she is a duly authorised representative able to execute on behalf of the School Council:

Signature

Full Name of authorised representative

Position

Date

By the Service Provider:

<Use this signing clause when the Service Provider is a company incorporated in Australia with more than one director, delete if Service Provider is an individual or is a company incorporated in Australia with a sole director>

Executed by the Service Provider Cleaning Panel Status ID	
Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)

<Use this signing clause when the Service Provider is a company incorporated in Australia with a sole director, delete if Service Provider is an individual or is a company incorporated in Australia with more than one director>

Executed by the Service Provider Cleaning Panel Status ID	
Name of Sole Director and Company Secretary (print)	Signature of Sole Director and Company Secretary

<Use this signing clause when the Service Provider is an individual, delete if Service Provider is a company incorporated in Australia>

Signature of Service Provider

Cleaning Panel Status ID

Date

<insert date that Service Provider signs >

Schedule 1 Contract Variables

Item 1: Parties to Agreement

(a) School Council

<insert details>

Name:	Foster Primary School Lucy Allsop President
ABN:	97506858289
Address:	75 Pioneer Street, Foster Vic 3960

(b) Service Provider

[Note: these details must be identical to the details provided in the Panel Agreement]

<insert details>

Name:	
ABN:	
Address:	

Item 2: Term (Clause 2)

<insert details>

Commencement Date:	29 th May 2023
Completion Date:	28 th May 2026
Further Term(s):	2 x 1 year options to extend if all parties agree

Item 3: School Council Representative and Service Provider Representative (Clause 8.1)

School Council Representative

<insert details>

Name:	Lucy Allsop
Title	President
Telephone:	56822370
Mobile:	0438 173 917

Email:	Lucy.allsop@education.vic.gov.au
Address:	c/- Foster Primary School, 75 Pioneer Street, Foster Vic 3960

Service Provider Representative

<insert details>

Name:	
Title	
Telephone:	
Mobile:	
Email:	
Address:	

Item 4: Insurance (Clause 14)

<insert details>

The Service Provider is required to obtain and maintain during the Term:

Type of coverage	Amount (AUD)
Public liability insurance which must include coverage in respect of molestation and/or child abuse	\$10 million per event and in the aggregate
Insurance for liability for death of or injury to persons employed by the Service Provider including liability under statute and at common law	As required by Law or as otherwise reasonably required

Item 5: Service Provider's Key Staff (Clause 4)

<insert details>

Full Name	WWCC Card Number

Item 6: Tender Documentation (Clause 1.1)

Means the Service Provider's tender for the provision of the Services, dated <insert date> and provided to the School Council on <insert date>

Item 7: Service Provider's Labour Hire Licence (Clause 25)

Schedule 1

Name	Labour Hire Licence Number

Schedule 2 Fees

Annual Cleaning Cost

Cleaning Requirements	\$ excl. GST	GST	Total
Day Cleaning Routine			
Weekly Cleaning Routine			
Term Vacation Cleaning Routine			
Annual Cleaning Routine			
Other			
TOTAL PER ANNUM			\$

Monthly Total \$

Clause 7.1 provides that the Service Provider must submit a tax invoice monthly in arrears. Clause 7.2 provides that the School Council will pay within 30 days of receiving a tax invoice, except if the tax invoice is received between school terms, in which case it will be paid within 30 days of the start of the next school term.

Total Agreement Cost

Cleaning Costs	\$ excl. GST	GST	Total
Year 1			
Year 2			
Year 3			
TOTAL AGREEMENT COST			\$

Schedule 3: School Council Cleaning Checklist

A. SCHOOL DAY CLEANING ROUTINE

Please select the cleaning specifications required by your school on a daily or weekly basis. Please tick the box to make that selection.

SECURITY

Allowed time per day: 10 minutes

Description	Action	<input checked="" type="checkbox"/>	Days	Notes
Alarms	Turn On / Off	<input checked="" type="checkbox"/>	DAILY	
Windows	Secure Lock	<input checked="" type="checkbox"/>	DAILY	
Doors	Open / Secure Lock	<input checked="" type="checkbox"/>	DAILY	
Gates	Secure Lock	<input type="checkbox"/>	DAILY	
Lights	Switch On/Off	<input checked="" type="checkbox"/>	DAILY	
Heating / Cooling	Turn on in Morning Turn off at Night	<input type="checkbox"/>	DAILY	
Other		<input type="checkbox"/>		Please Specify

Security is our first priority. Schools must be secured and locked in the evening or at the end of the cleaners shift.

ENTRANCE FOYER

m²= 36 (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Glass Panel Door	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Spot Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
Window Ledges	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Entrance Door Mats	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Spot Vacuum	<input type="checkbox"/>	MON TUE WED THU FRI	
Floor – Floorboards	Sweep	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Mop Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	
Carpet	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Spot Vacuum	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>		Please Specify

ADMINISTRATION

m²= 100 (Total Square

Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Carpet	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Spot Vacuum	<input type="checkbox"/>	MON TUE WED THU FRI	
Vinyl	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	
Glass Partition	Spot Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
Tables / Furniture	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Only if tables are cleared

Rubbish Bins	Empty Paper Bins	✓	MON TUE WED THU FRI	Everyday
	Empty Food Waste Bins	<input type="checkbox"/>	MON TUE WED THU FRI	
	Replace Bin Liners	✓	MON TUE WED THU FRI	If required
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other	Window Ledges	✓	MON TUE WED THU FRI	

Administration Area needs to be cleaned at all times as this is the window of the school. First impressions do matter.

FOYERS / CORRIDOORS

m²= 333 (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Carpet	Vacuum	✓	MON TUE WED THU FRI	Everyday
	Spot Clean Stains	<input type="checkbox"/>	MON TUE WED THU FRI	
Vinyl	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	
Floor Tiles	Mop Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please List

The foyer is the passage of the school it needs to be clean at all times to avoid accidents from occurring.

GENERAL CLASSROOMS 9

(No of classrooms)

m²= 395 (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Rubbish Bins	Empty Paper Bins	✓	MON TUE WED THU FRI	Everyday
	Empty Food Waste Bins	<input type="checkbox"/>	MON TUE WED THU FRI	
	Replace Bin Liners	✓	MON TUE WED THU FRI	If Required
	Wash	✓	MON TUE WED THU FRI	If Required
Carpet	Vacuum	✓	MON TUE WED THU FRI	Everyday
	Spot Clean Stains	✓	MON TUE WED THU FRI	When Required
Vinyl	Sweep	✓	MON TUE WED THU FRI	When Required
	Spot Mop	✓	MON TUE WED THU FRI	When Required
Glass Partitions	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Window Ledges	Wipe Clean	✓	MON TUE WED THU FRI	If cleared
Tables	Wipe Clean	✓	MON TUE WED THU FRI	Recommended for junior classes DAILY
Whiteboard/ Chalk Ledge	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Sink	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Doors	Spot Clean	✓	MON TUE WED THU FRI	
	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Ledge	Dust	✓	MON TUE WED THU FRI	If cleared, as required
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

Class Rooms are areas which are heavily occupied. These rooms must be cleaned daily to maintain a hygienic environment for students and staff.

SCIENCE CLASSROOM ROOM 2**m²= 100** (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Rubbish Bins	Empty Paper Bins	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Empty Food Waste Bins	<input type="checkbox"/>	MON TUE WED THU FRI	
	Replace Bin Liners	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If Required
	Wash	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If Required
Carpet	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Spot Clean Stains	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	When Required
Vinyl	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	When Required
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	When Required
Glass Partitions	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Window Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared
Tables	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	When required
Whiteboard/ Chalk Ledge	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Sink	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Doors	Spot Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	
	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Ledge	Dust	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared, as required
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

DINING ROOM/CHILL OUT ROOM 1**m²= 100** (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Rubbish Bins	Empty Paper Bins	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Empty Food Waste Bins	<input type="checkbox"/>	MON TUE WED THU FRI	
	Replace Bin Liners	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If Required
	Wash	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If Required
Carpet	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Spot Clean Stains	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	When Required
Vinyl	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	When Required
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	When Required
Glass Partitions	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Window Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared
Tables	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	When required
Whiteboard/ Chalk Ledge	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Sink	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Doors	Spot Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	
	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Ledge	Dust	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared, as required

Other	<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify
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LABORATORIES ~~X~~ (No of Labs) $m^2 =$ (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Day)	Notes
Bench Tops	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Sinks	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	Must be free of chemicals & equipment before cleaner can clean
Tables	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	Must be free of chemicals & equipment before cleaner can clean
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	As Above
Chairs	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

Laboratories must be free of any experimental chemicals used during tuition. Cleaner will only clean the above areas if it is free of such chemicals.

HOME ECONOMIC AREAS 1 (No of Home Eco rooms) $m^2 = 95$ (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Floors	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	
	Buffed	<input type="checkbox"/>	MON TUE WED THU FRI	
Rubbish Bins	Empty	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	
	Replace Liner	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	
Bench Tops / Table	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

This is a food dominated area and food scraps need to be emptied daily to avoid infections.

MUSIC ROOM 1 (No of Music Rooms) $m^2 = 122$ (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Floors	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
	Spot Vacuum	<input type="checkbox"/>	MON TUE WED THU FRI	
Rubbish Bins	Empty	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Daily
	Replace Liners	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If required
	Wash	<input type="checkbox"/>	MON TUE WED THU FRI	
Tables	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	As required
	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Chairs	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Window Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared, weekly
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

ART ROOM 1 (No of Art Rooms)

m²= 78(Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Vinyl Floor	Mop Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
	Sweep Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
Bench Tops / Tables	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Chairs	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Window Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared, weekly
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

COMPUTER LAB 1 (No of Computer Labs) **(French Room)**

m²= 61 (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Carpet	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
	Spot Vacuum	<input type="checkbox"/>	MON TUE WED THU FRI	
Vinyl Floor	Mop Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Table Tops / Benches	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Window Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly, if cleared
	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

MULTI – PURPOSE/ASSEMBLY AREA ROOM

1 (No of rooms)

(BER)

m²=

248 (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Carpet	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Daily
	Spot Vacuum	<input type="checkbox"/>	MON TUE WED THU FRI	
Vinyl Floor	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Mop Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly, if cleared
Window Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly, if cleared
Table Tops / Benches	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
Furniture	Dust	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

JUNIOR BREAK OUT ROOM**m²= 50** (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Rubbish Bins	Empty Paper Bins	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Empty Food Waste Bins	<input type="checkbox"/>	MON TUE WED THU FRI	
	Replace Bin Liners	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If Required
	Wash	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If Required
Carpet	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Everyday
	Spot Clean Stains	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	When Required
Vinyl	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	When Required
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	When Required
Glass Partitions	Spot Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Window Ledges	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared
Tables	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	When required
Whiteboard/ Chalk Ledge	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Sink	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Doors	Spot Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	
	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Ledge	Dust	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	If cleared, as required
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

TROUGHS**11** (No of Troughs)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Sink	Wash Clean Disinfectant	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Daily
Taps	Wipe Clean Disinfectant	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Daily
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

Troughs need to be maintained clean for infection purposes.

TEACHERS OFFICES**3** (No of Offices)**m²=37** (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Carpets	Vacuum	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
Vinyl	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	
Tables	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly, if cleared
Furniture	Dust	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other	Window Ledges	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly, if cleared

STAFFROOMS**1** (No of Staffrooms)**m²=52** (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Tables	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Daily

Sink	Wash Clean	✓	MON TUE WED THU FRI	Daily
Bench Tops	Wipe Clean	✓	MON TUE WED THU FRI	Daily
Fridge Outsider	Wipe Clean	✓	MON TUE WED THU FRI	Daily
Dishwasher Panel	Wipe Clean	✓	MON TUE WED THU FRI	Daily
Vinyl Floors	Sweep	✓	MON TUE WED THU FRI	Daily
	Mop Clean	✓	MON TUE WED THU FRI	Daily
Carpets	Vacuum	✓	MON TUE WED THU FRI	Daily
Door	Spot Clean	✓	MON TUE WED THU FRI	Weekly
Rubbish Bins	Empty Bins	✓	MON TUE WED THU FRI	Daily
	Replace Bin Liner	✓	MON TUE WED THU FRI	Daily
	Wash	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

SICK BAYS 1 (No of Sick Bays)

m² = 28 (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Sink	Wash Clean	✓	Daily	
	Disinfect	✓	Daily	
Floors	Sweep	✓	Daily	
	Vacuum (Carpet)	<input type="checkbox"/>	NA	
	Mop Clean	✓	Daily	
Bins	Empty	✓	Daily	
	Replace Bin Liner	✓	Daily	If Required
	Wash Clean	<input type="checkbox"/>	Daily	
Other		<input type="checkbox"/>		Please Specify

Sick Bays need to be cleaned and disinfected at all times.

CHANGE ROOMS X (No of Change Rooms)

m² = (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Floors	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Shower Turrets	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Dividing Walls	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	Disinfect
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

TOILETS:

TOILETS MUST BE MAINTAINED TO THE HIGHEST STANDARD OF PRESENTATION AND HYGIENE AT ALL TIMES.

24 (No of toilets) - total of student and staff toilets

m² = 168 (Total Square Meters)

Description	Action	<input checked="" type="checkbox"/>	Days	Notes
Rubbish Bins	Empty Bins	✓	Daily	

	Replace Bin Liner	✓	Daily	*Liners are supplied by contractor
	Wash Clean	<input type="checkbox"/>	Daily	
Dispensers	Refill soap / paper towels/ Toilet Paper	✓	Daily	*Consumable are supplied by contractor
Toilet Seats	Wash Clean	✓	Daily	Disinfect top & bottom
Toilet Pan	Wash Clean	✓	Daily	
	Scrub Clean	✓	Daily	Disinfect
Sinks	Wash Clean	✓	Daily	Disinfect & clean plugholes
Walls	Wipe Clean	✓	Daily	Disinfect
Mirrors	Clean & Polish	✓	Daily	
Urinals	Flush & Scrub	✓	Daily	
	Wash Clean	✓	Daily	Disinfect
Plumbing Fittings	Wipe Clean	✓	Daily	
Showers	Wash Clean	<input type="checkbox"/>	Daily	Disinfect as required
Baths	Wash Clean	<input type="checkbox"/>	Daily	NA
	Wipe Clean	<input type="checkbox"/>	Daily	NA
Tiles	Wipe Clean	<input type="checkbox"/>	Daily	Attention to detail to grout between tiles
Basins	Wipe Clean	✓	Daily	Underside / Exposed Pipe Work
Internal Floors	Mop Clean	✓	Daily	Disinfect
	Wash Clean	✓	Daily	
Taps & Fittings	Polished	<input type="checkbox"/>		"Brasso" should be used.
	Wipe Clean	✓		Attention to underside of taps
Breezeways	Sweep	✓		
Other		<input type="checkbox"/>		Please Specify

We recommend that toilets be cleaned thoroughly and disinfected on a daily basis.

LIBRARY

m²=294 (Total Square

Meters)

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Rubbish Bins	Empty Food Waste Bin	<input type="checkbox"/>	MON TUE WED THU FRI	
	Empty Paper Bin	✓	MON TUE WED THU FRI	As required
	Replace Liner	✓	MON TUE WED THU FRI	When Required
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Carpet	Vacuum	✓	MON TUE WED THU FRI	Weekly
	Spot Stains	<input type="checkbox"/>	MON TUE WED THU FRI	
Vinyl	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Spot Mop	<input type="checkbox"/>	MON TUE WED THU FRI	
Tables / Benches	Wipe Clean	✓	MON TUE WED THU FRI	If cleared
Doors	Spot Clean	✓	MON TUE WED THU FRI	Weekly
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

GYM

Meters)

m² = 390 (Total Square

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Gym Floor	Sweep Floor	<input type="checkbox"/>	MON TUE WED THU FRI	
	Mop Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
	Strip n' Seal	<input type="checkbox"/>	MON TUE WED THU FRI	
Toilet Floor	Mop Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Toilet Pan	Scrub & Flush Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Toilet Seat Wash Clean		<input type="checkbox"/>	MON TUE WED THU FRI	
Urinals	Scrub & Flush Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Showers	Scrub Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Dispensers	Refill Soap / Toilet Paper / Hand Towels	<input type="checkbox"/>	MON TUE WED THU FRI	
Rubbish Bins	Empty Bin	<input type="checkbox"/>	MON TUE WED THU FRI	
	Replace Bin Liner	<input type="checkbox"/>	MON TUE WED THU FRI	
	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Store Room	Sweep Floor	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>	MON TUE WED THU FRI	Please Specify

KITCHENETTE 1 (No of Kitchenettes)

Meters)

BER Building

m² = 10 (Total Square

Description	Action	<input checked="" type="checkbox"/>	Days (Circle Days)	Notes
Sink	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
Table Tops	Wipe Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Benches	Wipe Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
Floor	Sweep	<input type="checkbox"/>	MON TUE WED THU FRI	
	Mop Clean	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	Weekly
Rubbish Bin	Empty Food Waste bin	<input type="checkbox"/>	MON TUE WED THU FRI	
Rubbish Bin	Replace Bin Liner	<input checked="" type="checkbox"/>	MON TUE WED THU FRI	As required
Rubbish Bin	Wash Clean	<input type="checkbox"/>	MON TUE WED THU FRI	
Other		<input type="checkbox"/>		Please Specify

Food Waste bins must be emptied daily. They are **not** to be left overnight at any circumstances

GRAFITV / VANDALISM

Description	Action	<input checked="" type="checkbox"/>	Days (As Required)	Notes
Internal Walls	Wipe Clean	<input checked="" type="checkbox"/>		If Not Excessive
External Walls	Remove	<input checked="" type="checkbox"/>		If Not Excessive
Other		<input type="checkbox"/>		Please Specify

Graffiti needs to be removed immediately.

(It must take less than 10 minutes to complete for cleaners to remove during their shift)

B. WEEKLY CLEANING ROUTINE

The weekly cleaning routine should be carried out at the end of the week. (*Days of cleans can be negotiated at the school level*). Please select the cleaning actions acquired by your school by ticking the box.

GENERAL MAINTENANCE

Area	Description	Action	<input checked="" type="checkbox"/>	Notes
General Maintenance	Internal Slate	Wash Clean	<input type="checkbox"/>	
		Remove Spots	<input type="checkbox"/>	
	Brick / Cement	Wash Clean	<input type="checkbox"/>	
		Remove Spots	<input type="checkbox"/>	
	Tiled Floor	Wash Clean	<input type="checkbox"/>	
		Remove Spots	<input type="checkbox"/>	
	Passage Floor	Wash Clean	<input type="checkbox"/>	
		Remove Spots	<input type="checkbox"/>	
	Linoleum / Vinyl	Buff	<input type="checkbox"/>	
	Wooden Floor	Buff	<input type="checkbox"/>	
	Furniture Surface	Wipe Clean	<input type="checkbox"/>	Table Tops / Desk Tops / Cabinets
		Remove Marks	<input type="checkbox"/>	
	Empty Shelves	Wipe Clean	<input type="checkbox"/>	
	Student Carrels	Wipe Clean	<input type="checkbox"/>	
	Building - Internal	Remove Cobwebs	<input checked="" type="checkbox"/>	
	Building - External	Remove Cobwebs	<input checked="" type="checkbox"/>	Just around doorways
	Vents	Dust	<input type="checkbox"/>	
	Ledges	Dust	<input type="checkbox"/>	
	Window Seals	Dust	<input type="checkbox"/>	
	Door Mats	Remove & Sweep	<input type="checkbox"/>	
	Glass Doors	Wipe Clean	<input type="checkbox"/>	
	Door Frames	Wipe Clean	<input type="checkbox"/>	
	Glass & Frames	Wipe Clean	<input type="checkbox"/>	
	Other		<input type="checkbox"/>	Please Specify

C. TERM VACATION CLEANING ROUTINE

The vacation cleaning is the time for a spring clean. It offers schools the opportunity to lift the standard of presentation of the school. Please select the cleaning actions required by your school by ticking the box.

GENERAL MAINTENANCE

Area	Description	Action	<input checked="" type="checkbox"/>	Notes
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General Maintenance	ALL Linoleum / Vinyl Floors	Strip & Seal	✓	An approved sealer must be used. (2 coats) If Required
		Polish	✓	Must be complete with a non slip finish (3-4 Coats)
	Wooden Floors	Seal	<input type="checkbox"/>	
		Polish	<input type="checkbox"/>	
	Internal Walls	Remove Dirt Marks	<input type="checkbox"/>	
	Tables	Wash Clean	✓	
	Chairs	Wash Clean	✓	
	Doors & Door Frames	Wipe Clean	✓	
	Glass Doors / Door Frames	Wash Clean	✓	
	Ceiling Fans	Dust	<input type="checkbox"/>	**If non mechanical equipment is not Required
	Ceilings	Remove Cobwebs	✓	
	Ceiling Lights	Wipe Clean	<input type="checkbox"/>	
	Furniture Tops	Wipe Clean	✓	
	Building – External Eves	Remove Cob Webs	<input type="checkbox"/>	
		Remove Cob Webs	<input type="checkbox"/>	
	Around Window Frame	Remove Cob Webs	✓	Internal / External
	Venetian Blinds	Remove Cob Webs	✓	If required
		Dust	<input type="checkbox"/>	
Low Use Areas	Carpet	Vacuum	✓	If required
	Hard Floor/Vinyl	Buff	✓	
		Spot Mop	<input type="checkbox"/>	
	Other		<input type="checkbox"/>	Please Specify
	Boiler Room		<input type="checkbox"/>	
	Undercover Area		<input type="checkbox"/>	
	Sports Room		<input type="checkbox"/>	
	Store Room		<input type="checkbox"/>	
	Other		<input type="checkbox"/>	Please Specify

CLEANERS STORE ROOMS

Area	Description	☑	Action	Notes
Cleaners Rooms	Floor	✓	Clean and free of obstacles at all times	
	MSDS Sheets	✓	Visible	MSDS need to be visible, up to date, Safe & Accessible to all
	Chemicals	✓	Stored Safe as per OH&S regulations	Labelled bottles need to be in place
	Equipment	✓	Various Equipment & Extension Cords	Electrical equipment need to be tested, tagged & stored in a proper, dried & safe environment.

Mops	✓	Good Condition	Wash Cleaned / Let drip dry safely.
Miscellaneous materials	✓	Stored neatly and within a safe placement	
Lighting	✓	Properly lit & ventilated	
Other	<input type="checkbox"/>		Please Specify

The cleaner store room needs to be clean at all times. Occupational Health and Safety measures need to be in place to ensure a safe working environment for all.

D. ANNUAL CLEANING ROUTINE

The annual cleaning of schools must be completed prior to the commencement of the school year. The annual clean is an opportunity to start the year fresh.

Please select the cleaning actions required by your school by ticking the box.

GENERAL MAINTENANCE

Area	Description	<input checked="" type="checkbox"/>	Action	Notes
General Maintenance	Carpeted Areas	✓	Steam Clean	
		<input type="checkbox"/>	Wash Clean	
	Glass Panels	✓	Spot Cleaning	
	Partition Walls	✓	Remove Marks	
	Windows – Internal	✓	Wash Clean	
	Windows – External	✓	Wash Clean	
		<input type="checkbox"/>		Please Specify

E. OTHER

If you have any "other" cleaning duties that the school requires, please mention it in this section

Area	Description	Action	<input checked="" type="checkbox"/>	Notes
	Linoleum / Vinyl Floors	Strip & Seal	✓	An approved sealer must be used. (2 coats) If Required
		Polish	✓	Must be complete with a non slip finish (3-4 Coats)
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	

F. SUPPLIES

- Please note that all toilet paper, hand towel and liquid soap for the dispensers is to be supplied by the contractors.**