

Documents – Schedule 10

File 2013/15098 Procurement Provision of Generators and Electrical Services – 2013.22416.222

Folio no	Date	Document	Status	Reason for Exemption
File request form				
1-2	01/10/2013	Certificate of Currency	Exempt in full	FOI Act, s43
3-27	10/10/2012	Draft Services Agreement – Generators and electrical services	Full release	
28	31/10/2013	Email – Final Service Agreement – W.R Electrical	Full release	
29	31/10/2013	Email chain – re: Final Service Agreement – W.R Electrical	Full release	
30	21/11/2013	Email – re: Multicultural Festival Contract	Full release	
31-55	10/10/2013	Draft Services Agreement – Generators and electrical services	Full release	
56-57	22/11/2013	Email chain – re: Multicultural Festival Contract	Full release	
58-82	10/10/2013	Draft Services Agreement – Generators and electrical services	Full release	
83-84	25/11/2013	Email chain – re: Multicultural Festival Contract	Full release	
85	25/11/2013	Letter – re: Service Agreement	Full release	
86-110	10/10/2013	Draft Services Agreement – Generators and electrical services	Full release	
111	11/12/2013	Letter – re: Service Agreement	Full release	
112	09/01/2014	Email – re: Signed Affinity Electrical	Full release	

Folio no	Date	Document	Status	Reason for Exemption
113-137	06/01/2014	Signed Services Agreement – Generators and electrical services	Full release	
138-162	06/01/2014	Signed Services Agreement – Generators and electrical services	Full release	
163-166	06/01/2014	Services Agreement – Generators and electrical services (pages 16-17 and 23 of 25)	Full release	
167	16/01/2014	Accounts Payable Invoice Cover Sheet	Full release	
168-171	06/01/2014	Services Agreement – Generators and electrical services (pages 16-17 and 23 of 25)	Full release	
172	13/02/2014	Accounts Payable Invoice Cover Sheet	Full release	
173	19/05/2014	Credit Adjustment Note	Full release	
174	19/05/2014	ABN Lookup printout – W.R. Electrical Pty Ltd	Full release	
175-179	20/05/2014	Deed of Variation – Generators and electrical services	Full release	
180-185	25/02/2014	Tax Invoices (Final Claim) – WR Electrical Pty Ltd	Full release	
186-187	19/05/2014	Email chain – re: Multicultural Festival '14 Outstanding invoice	Full release	
188-190	19/05/2014	Email chain – re: Multicultural Festival '14 Outstanding invoice	Full release	
191	19/05/2014	Accounts Payable Invoice Cover Sheet	Full release	
192-193	17/07/2014	Email – re: 2015 Performance Agreement Template	Full release	
194	Undated	Invoice enquiry report + handwritten notes	Full release	
File cover page				

2014

Batch Cordell Total										Batch Actual Total			
DAP INVOICE ENTRY_R12													
Batch Name	Date Inv Received	Type	PO Number	Supplier	Supplier Num	Site	Invoice Date	Invoice Num	Invoice Amount	Tax Amount	Tax Control Amount	Terms	Description
0131401715	21-MAY-2014 00	Standard		AFFINITY ELECTRICAL TECHNO	500	E-107909883	20-MAY-2014	2013.22416.222	70,095.01	6,372.27		3 Days	PROVISION OF GENERATORS A
0131401259	16-FEB-2014 00	Standard		AFFINITY ELECTRICAL TECHNO	500	E-107909883	13-FEB-2014	2013.22416.222-0K	61,405.00	5,582.27		7 Days	GENERATORS AND ELECTRICA
0131401026	16-JAN-2014 00	Standard		AFFINITY ELECTRICAL TECHNO	500	E-107203553	16-JAN-2014	2013.22416.222	61,405.00	5,582.27		7 Days	GENERATORS AND ELECTRICA

Summary		Amount Paid	Status
Items	63,722.74	AUD 70,095.01	Status Visited
Residuals			Accounted Yes
Prepayments Applied			Approved 3rd Required
Withholding			Holds 0
Subtotal	63,722.74		Scheduled Payment Holds 0
Tax	6,372.27		
Freight			
Miscellaneous			
Total	70,095.01		Description
			PROVISION OF GENERATORS AND ELECTRI

\$ 61,405 } 1st instalment } 2014
 \$ 61,405 } 2nd instalment }
 \$ 70,095.01 } May 2014 payment (additional)

193

Perrin, Kristie

From: Ayoubi, Salar
Sent: Thursday, 17 July 2014 2:09 PM
To: Perrin, Kristie
Cc: Manikis, Nic
Subject: 2015 Performance Agreement Template
Attachments: 2015 NMF- Draft Performer's Deed of Grant.docx

Importance: High

Hi Kristie

Nic has asked me to liaise with you about the performance deed of Grant template for the 2015 Festival. Attached document is what we used for the 2014 Festival and Nic asked Peter to make some changes to the actual letter (Page 1 only).

Generally what we would to restructure the current agreement and more simpler for both performers and the officers. Experience from last year, some of the performers who their contract value was less than \$500 weren't satisfied with the amount of paper work they had to do for such a small amount of money.

I really appreciate any suggestions or recommendations around this.

Regards,

Salar Ayoubi

National Multicultural Festival

Phone: +61 2 6207 1380

Community Participation Group | Office of Multicultural Affairs

Community Services Directorate | ACT Government

Theo Notaras Multicultural Centre, Level 2, North Building, 180 London Circuit,

Canberra ACT 2601

GPO Box 158, Canberra ACT 2601 | <http://multiculturalfestival.com.au>



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Hashinaka, Masayoshi

From: Perrin, Kristie
Sent: Monday, 19 May 2014 12:06 PM
To: Hashinaka, Masayoshi
Subject: FW: Multicultural Festival '14_Outstanding invoice
Attachments: Final Claim - Invoice 1015558.pdf; Credit Note 1018515 for Invoice 1015558.pdf

From: Ayoubi, Salar
Sent: Monday, 19 May 2014 11:40 AM
To: Perrin, Kristie
Cc: Dan Parker
Subject: FW: Multicultural Festival '14_Outstanding invoice

Hi Kristie;

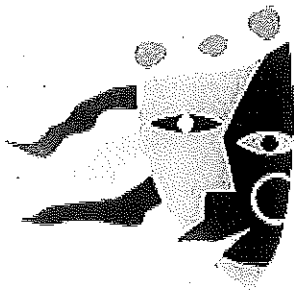
Can you please finalise the DOV for Affinity based on the figure provided by Dan This leaves final balance of 33,722.74 (exGST). Please note this is an urgent payment to be completed.

Dan, once the Variation is ready if you could send someone over the sign the variation, I will send the payment to shared services ASAP.

Regards,

Salar Ayoubi

National Multicultural Festival
Phone: +61 2 6207 1380
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GPO Box 158, Canberra ACT 2601 | <http://multiculturalfestival.com.au>



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From: Dan Parker [<mailto:dan.parker@affinityelectrical.com.au>]
Sent: Monday, 19 May 2014 11:23 AM
To: Ayoubi, Salar
Cc: Winter, Jancye; Elso Pieterse
Subject: RE: Multicultural Festival '14_Outstanding invoice

Thanks Salar,

1809

The total outstanding is the original claim (\$64,822.74) minus the credit note (\$1,100.00). This leaves final balance of \$63,722.74 (exGST) owing.

If you process that today, can you give me an estimate as to when the sums would be paid?

Regards,

Dan Parker
Installations Project Manager



m 0401 174 773
p 6241 3255
f 6241 3266
e dan.parker@affinityelectrical.com.au
a 53 Grimwade street mitchell, act 2911
www.affinityelectrical.com.au

From: Ayoubi, Salar [<mailto:Salar.Ayoubi@act.gov.au>]
Sent: Monday, 19 May 2014 10:29 AM
To: Dan Parker
Subject: RE: Multicultural Festival '14_ Outstanding invoice

Hi Dan;

I just tried to call you, Can you please just put the new figure in an email to me and will get the contract variation sorted ASAP.

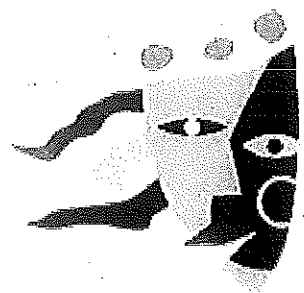
Regards,

Salar Ayoubi

National Multicultural Festival

Phone: +61 2 6207-1380

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From: Dan Parker [<mailto:dan.parker@affinityelectrical.com.au>]
Sent: Monday, 19 May 2014 10:09 AM
To: Ayoubi, Salar
Cc: Winter, Jancye; Manikis, Nic; Rob Hanily
Subject: RE: Multicultural Festival '14_Outstanding invoice

Salar,

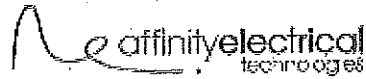
To issue a new invoice we need to credit back the full amount of the original invoice, as well as delete the account credit that was raised this morning. Please just process the original amount, minus the credit that was issued today.

If you short pay the original invoice by the credited amount then all accounts on our end will be squared away.

Please let me know if this will cause a problem on your end because there's quite a process for me to reverse everything on my end.

Regards,

Dan Parker
Installations Project Manager



m 0401 174 773
p 6241 3255
f 6241 3266
e dan.parker@affinityelectrical.com.au
a 53 Grimwade street mitchell, act 2911
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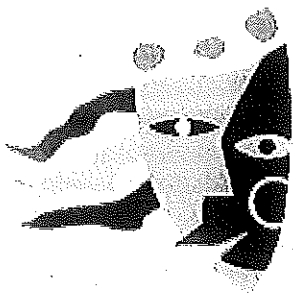
From: Ayoubi, Salar [<mailto:Salar.Ayoubi@act.gov.au>]
Sent: Monday, 19 May 2014 9:23 AM
To: Dan Parker
Subject: RE: Multicultural Festival '14_Outstanding invoice

Thanks Dan;
Can I please have the invoice with the new total ASAP ??

Regards,

Salar Ayoubi

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From: Dan Parker [<mailto:dan.parker@affinityelectrical.com.au>]

Sent: Monday, 19 May 2014 8:18 AM

To: Ayoubj, Salar

Cc: Winter, Jancye; Kelvin Aumont; Elso Pieterse

Subject: FW: Multicultural Festival '14_Oustanding invoice

Hi Salar,

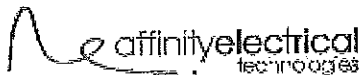
As discussed last week, I've got accounts to raise a credit note for the extra admin charges to leave just one maining for the whole claim.

Can you please let me know if AET is required to do anything else before this can be entered for payment of the remaining balance.

Thanks again for your business.

Regards,

Dan Parker
Installations Project Manager



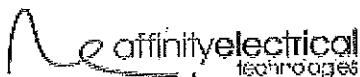
m. 0401 174 773
p. 6241 3255
f. 6241 3266
e. dan.parker@affinityelectrical.com.au
53 Grimwade street mitchell, act 2911
www.affinityelectrical.com.au

From: Elso Pieterse
Sent: Wednesday, 14 May 2014 2:46 PM
To: Dan Parker; Rob Hanily
Cc: Kelvin Aumont
Subject: Multicultural Festival

Hi

Any news on payment on the last invoice from Salar?

Elso Pieterse
Assistant Accountant



WR Electrical Pty Ltd t/a Affinity Electrical Technologies
ABN: 42 094 182 779, COLA: 200413829
Phone: 02 6241 3255
www.affinityelectrical.com.au

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

WR Electrical Pty Limited
ABN 42 094 182 779
Licence No. COLA: 200413829
53 Grimwade Street
MITCHELL ACT 2911



Tel. 02 6241 3255
Fax. 02 6241 3266
info@affinityelectrical.com.au
www.affinityelectrical.com.au

PLEASE PAY BY	AMOUNT	INVOICE DATE
04 Mar 2014	\$71305.02	25 Feb 2014

TAX INVOICE NO. 1015558 - FINAL CLAIM

ACT Community Services Directorate
National Multicultural Festival
ACT Office of Multicultural Affairs
GPO Box 158
Canberra ACT 2601

Job No: 22524
Site: National Multicultural Festival
2014
Site Contact: -
Site Phone: -
Salesperson: Brendan Read
Request No.:

Description

Approved variations to the contract.

V001 Lighting to Tents

Supply and install light fittings to stalls as variation to contract;

Cost break down as follows;

- * Hire of light fittings from Barlens \$47.50 a fitting
- * Installation of light fittings including connection of lights fitting to fitting transport to site, moving them around site, hanging in position, etc. (20/min fitting@ \$75 hour) \$25.00 a fitting
- * Test and Tag per fitting \$7.50 / Tag
- * Sundries per fitting \$1.00
- * Potential maintenance during festival, unknown (anywhere between \$4 and \$27.5 fitting dependent of the issue short of replacement). Total Cost/Fitting \$81.00/Fitting.

Part#	Item	Total
LIGHT	Light fittings for duration of the multicultural festival - All Lights Tested and Tagged	\$26100.00
	Electrician	\$9900.00
Total		\$39600.00
Claim Amount (100.00%)		\$39600.00
Claim Remaining (0.00%)		\$0.00

V002 Fringe Festival

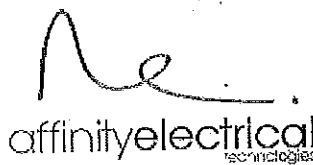
Supply and install 15Amp extension lead from generator to fringe festival caravan relocated from civic square onto London Circ.

Part#	Item	Total
	15Amp lead	\$14.99
	Project Administration	\$100.00
	Electrician	\$170.00
Total		\$313.49
Claim Amount (100.00%)		\$313.49
Claim Remaining (0.00%)		\$0.00

V003 Fringe Festival

Supply generator and distribution board as well as set up for Fringe Festival event on Thursday night after Fringe festival equipment (coffee machine) tripped the network supply from the theater. Re attend site, locate tripped supply and reset power. Test circuit and ensure no permanent damage was done to the circuit.

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 info@affinityelectrical.com.au
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PLEASE PAY BY	AMOUNT	INVOICE DATE
04 Mar 2014	\$71305.02	25 Feb 2014

TAX INVOICE NO. 1015558 - FINAL CLAIM

Part#	Item	Total
	QAS80 generator and fuel for 24hrs	\$1112.80
	bump in and bump out of generator to and from fringe area via forklift	\$195.00
	Supply and install distribution media board and supply cable for connection to generator. Supply 8 extension leads for appliances and caravan connected to distribution board.	\$650.00
	Project Administration	\$100.00
	Electrician	\$510.00
Total		\$2824.58
Claim Amount (100.00%)		\$2824.58
Claim Remaining (0.00%)		\$0.00

V004 Fringe Festival

As requested by Fringe Festival organizer use forklift to transport double door drinks fridge from Tosolini Restaurant to the fringe festival area.

Part#	Item	Total
	cartage of double door drink refrigerator from Tosolinis restaurant to the fringe festival by fork lift	\$130.00
	Project Administration	\$100.00
	Electrician	\$170.00
Total		\$440.00
Claim Amount (100.00%)		\$440.00
Claim Remaining (0.00%)		\$0.00

V005 Tent Rewiring Section A

As requested by Tim Coady disconnect tents A72-A75 to allow stalls to be relocated so Banger Bros van could be installed on site. Works included the relocation of the distribution board, installation of cable covers and rewiring of stalls after relocation.

Part#	Item	Total
	Project Administration	\$100.00
	Electrician	\$765.00
Total		\$951.50
Claim Amount (100.00%)		\$951.50
Claim Remaining (0.00%)		\$0.00

V006 Cleanaway Site Shed

Supply and install permanent power supply to Cleanaway waste management site sheds.

Part#	Item	Total
	15amp extension lead	\$14.99
	Electrician	\$85.00
Total		\$109.99

WR Electrical Pty Limited
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MITCHELL ACT 2911



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info@affinityelectrical.com.au
www.affinityelectrical.com.au

PLEASE PAY BY	AMOUNT	INVOICE DATE
04 Mar 2014	\$74305.02	25 Feb 2014

TAX INVOICE NO. 1015558 - FINAL CLAIM

V007 Tent Rewiring Section B

As directed by Tim Coady, disconnect wiring to tent in section B so that a green roofed tent could be changed with one that had a red roof. Rewire leads back into tent after changeover.

Part#	Item	Total
	Project Administration	\$100.00
	Electrician	\$255.00
Total		\$390.50
Claim Amount (100.00%)		\$390.50
Claim Remaining (0.00%)		\$0.00

V008 Tent Rewiring Section C

Item 1;
Install 1 x 15amp lead into stall C7 as directed by control on 8/2/2014, after stall area wiring had been completed.
Item 2;
Removed all lights and cabling from stalls C13 to C18 and rewired after tents were relocated and adjusted to suit new layout as directed by Tim Coady on 6/2/2014.

Part#	Item	Total
	15amp extension lead	\$14.99
	Project Administration	\$100.00
	Electrician	\$382.50
Total		\$547.24
Claim Amount (100.00%)		\$547.24
Claim Remaining (0.00%)		\$0.00

V009 Tent Rewiring Section E

Item 1;
Supply and install 2 x 10amp extension leads into stall E19 as directed by Festival coordinators. 8/2/2014.
Item 2;
installed 6 x 15amp leads from generator to caravan located on London Circ as directed by Tim Coady. 9/2/2014

Part#	Item	Total
	2 x 10amp extension leads	\$29.99
	6 x 15Amp extension leads	\$89.99
	Project Administration	\$100.00
	Electrician	\$340.00
Total		\$615.98
Claim Amount (100.00%)		\$615.98
Claim Remaining (0.00%)		\$0.00

V010 Tent Rewiring Section F

As directed by Festival coordinators install 1 x additional 15amp extension lead to stall F31 on 8/2/2014.

Part#	Item	Total
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WR Electrical Pty Limited
 ABN 42 094 182 779
 Licence No. COLA: 200413829
 53 Grimwade Street
 MITCHELL ACT 2911



Tel. 02 6241 3255
 Fax. 02 6241 3266
 info@affinityelectrical.com.au
 www.affinityelectrical.com.au

PLEASE PAY BY	AMOUNT	INVOICE DATE
04 Mar 2014	\$71305.02	25 Feb 2014

TAX INVOICE NO. 1015558 - FINAL CLAIM

V010 Tent Rewiring Section F

Part #	Item	Total
	Electrician	\$170.00
Total		\$313.49
Claim Amount (100.00%)		\$313.49
Claim Remaining (0.00%)		\$0.00

V011 Additional Infrastructure

Supply and install additional temporary infrastructure for coolroom area at the request of Carlos. Infrastructure was set in line with footprint map but an additional 2 distribution boards, supply cables and cable covers were required to cover the additional area covered by cool rooms.

Part #	Item	Total
	Project administration	\$100.00
	Electrician	\$380.00
Total		\$480.00
Claim Amount (100.00%)		\$638.00
Claim Remaining (0.00%)		\$0.00

V012 Additional Infrastructure

Supply and Install additional temporary power infrastructure for the festival footprint to facilitate power to stalls over and above the specified tendered amounts.

Additional infrastructure required to facilitate power distribution was as listed below;

- 11 x Media distribution boards
- 5 x 32amp Leads
- 250 x cable covers
- 1 x 60KVA trailer mount Generator

All additional materials charged at tender BOQ rates

Part #	Item	Total
	60KVA trailer mount Generator for London Circuit	\$2125.50
	Protective cable covers	\$14145.00
	3 phase 32amp lead	\$1242.00
	Project Administration	\$100.00
	Electrician	\$0.00
Total		\$19373.75
Claim Amount (100.00%)		\$19373.75
Claim Remaining (0.00%)		\$0.00

V013 Bump out

Due to information received from Justin that Event hire planned to remove all stall infrastructure overnight additional labour was brought in to ensure that electrical infrastructure could be removed from site and not left dangerously unattended.

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PLEASE PAY BY	AMOUNT	INVOICE DATE
04 Mar 2014	\$71305.02	25 Feb 2014

TAX INVOICE NO. 1015558 - FINAL CLAIM

V013 Bump out

Part #	Item	Total
	Electrician 1.5OT	\$3465.00
	Apprentice Yr 4	\$450.00
	Apprentice Yr2	\$700.00
	Total	\$5186.50
	Claim Amount (100.00%)	\$5186.50
	Claim Remaining (0.00%)	\$0.00

This is a Payment Claim made under the Building and Construction Industry (Security of Payment) ACT 2009.

Thank you.

Sub-Total ex GST	\$64822.74
GST	\$6482.28
Total inc GST	\$71305.02
Amount Applied	\$0.00
Balance Due	\$71305.02

INVOICE NO. 1015558

How To Pay



Mail

Detach this section and mail cheque to:

WR Electrical Pty Limited
53 Grimwade Street
MITCHELL ACT 2911



Direct Deposit

Bank ANZ
Acc. Name WR Electrical Pty Limited
BSB 012 964
Acc. No. 107909863

Please Reference: 1015558



Credit Card

Please call 02 6241 3255 to pay over the phone.

WR Electrical Pty Limited
 ABN 42 094 182 779
 Licence No. COLA: 200413829
 53 Grimwade Street
 MITCHELL ACT 2911



Tel. 02 6241 3255
 Fax. 02 6241 3266
 info@affinityelectrical.com.au
 www.affinityelectrical.com.au

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PLEASE PAY BY	AMOUNT	INVOICE DATE
04 Mar 2014	\$71305.02	25 Feb 2014

TAX INVOICE NO. 1015558 - FINAL CLAIM

Original Contract Description	Total Value	Current		To Date	
		%	\$	%	\$
	\$111645.00	0.00	\$0.00	100.00	\$111645.00
Total	\$111645.00	0.00	\$0.00	100.00	\$111645.00

Variations Description	Total Value	Current		To Date	
		%	\$	%	\$
V001 Lighting to Tents	\$36000.00	100.00	\$36000.00	100.00	\$36000.00
V002 Fringe Festival	\$284.99	100.00	\$284.99	100.00	\$284.99
V003 Fringe Festival	\$2567.80	100.00	\$2567.80	100.00	\$2567.80
V004 Fringe Festival	\$400.00	100.00	\$400.00	100.00	\$400.00
V005 Tent Rewiring Section A	\$865.00	100.00	\$865.00	100.00	\$865.00
V006 Cleanaway Site Shed	\$99.99	100.00	\$99.99	100.00	\$99.99
V007 Tent Rewiring Section B	\$355.00	100.00	\$355.00	100.00	\$355.00
V008 Tent Rewiring Section C	\$497.49	100.00	\$497.49	100.00	\$497.49
V009 Tent Rewiring Section E	\$559.98	100.00	\$559.98	100.00	\$559.98
V010 Tent Rewiring Section F	\$284.99	100.00	\$284.99	100.00	\$284.99
V011 Additional Infrastructure	\$580.00	100.00	\$580.00	100.00	\$580.00
V012 Additional Infrastructure	\$17612.50	100.00	\$17612.50	100.00	\$17612.50
V013 Bump out	\$4715.00	100.00	\$4715.00	100.00	\$4715.00
Total	\$64822.74	100.00	\$64822.74	100.00	\$64822.74

Contract Summary	
Total Original Contract Complete to Date	\$111645.00
Total Variations Complete to Date	\$64822.74
Gross Claim to Date	\$176467.74
Remaining Claim Balance	\$0.00

[Handwritten signature]



AUSTRALIAN CAPITAL TERRITORY

DEED OF VARIATION

Dated

20 May 2014

Parties

AUSTRALIAN CAPITAL TERRITORY

W.R. ELECTRICAL PTY LTD TRADING AS
AFFINITY ELECTRICAL TECHNOLOGIES
ABN 42 094 182 779

VARIATION OF THE PROVISION OF
GENERATORS AND ELECTRICAL SERVICES
FOR THE 2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref:050514:KP

Version

Final May 2014

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the **Community Services Directorate**.

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 (**Contractor**).

BACKGROUND

- A. The Territory and the Contractor executed an agreement (**Agreement**) on 6 January 2014 in relation to Provision of Generators and Electrical Services for the 2014 – 2016 National Multicultural Festival.
- B. Clause 12.7 provides for variations to the Agreement to be made only by the written agreement of the parties.
- C. The parties have agreed to vary the Agreement in accordance with the terms of this Deed.

IT IS AGREED by the parties as follows.

1. Effective Date

The variation to the Agreement effected by this Deed will commence on the date of execution of this Agreement.

2. Variation

- (1) **SCHEDULE 1** is deleted and replaced with the following:
SCHEDULE 1 attached to this Deed as **ATTACHMENT 1**.

SIGNED AS A DEED ON 20 May 2014

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:) Signature of Territory delegate

Signature of witness

Print name

Print name

SIGNED for and on behalf of W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 in the presence of:

Signature of Contractor or authorised officer* *delete whichever is not applicable (see note below)

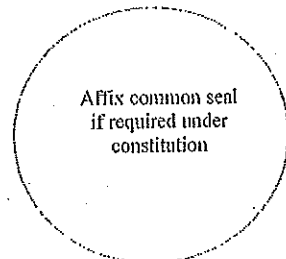
Signature of witness

Print name and position

Print name

Signature of second authorised officer* *see note below

Print name and position



Note:

- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Individual: Must be signed by the individual Contractor and witnessed.
Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

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Attachment A

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
 ACT Office of Multicultural Affairs
 Community Participation Group
 Theo Notaras Multicultural Centre
 Level 2, 180 London Circuit
 CANBERRA ACT 2601

Telephone: (02) 6205 3153
 Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
 Managing Director
 Affinity Electrical Technologies
 53 Grimwade Street
 MITCHELL ACT 2911

Telephone: (02) 6241 3255
 Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

(1) Contract Price: is \$315,715.02 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
\$96,452.51	14 days prior to the event date.
\$96,452.51	7 days post event date.
Year Two	
\$61,405	14 days prior to the event date.

\$61,405.	7 days post event date.
-----------	-------------------------

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Brendan Read	Director
Brent Tucker	Operations Manager
Rob Hanily	Site Supervisor
Dan Parker	Project Manager
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance
See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

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Current details for ABN: 42 094 182 779

ABN details

Entity name: W.R. ELECTRICAL PTY LTD
ABN status: Active from 27 Sep 2000
Entity type: Australian Private Company
Goods & Services Tax (GST): Registered from 01 Apr 2003
Main business location: ACT 2911

Trading name(s)

Trading name	From
AFFINITY ELECTICAL TECHNOLOGIES	18 Apr 2008

ASIC registration - ACN or ARBN

094 182 779 View record on the ASIC website

Deductible gift recipient status

Not entitled to receive tax deductible gifts

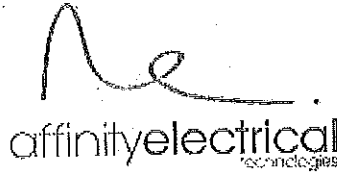
Disclaimer

The Registrar of the ABR monitors the quality of the information available on this website and updates the information regularly. However, neither the Registrar of the ABR nor the Commonwealth guarantee that the information available through this service (including search results) is accurate, up to date, complete or accept any liability arising from the use of or reliance upon this site.

ABN last updated: 22 Jul 2009

Record extracted: 19 May 2014

WR Electrical Pty Limited
ABN 42 094 182 779
Licence No. COLA: 200413829
53 Grimwade Street
MITCHELL ACT 2911



Tel. 02 6241 3255
Fax. 02 6241 3266
info@affinityelectrical.com.au
www.affinityelectrical.com.au

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AMOUNT	DATE ISSUED
\$1210.00	19/05/2014

CREDIT ADJUSTMENT NOTE NO. 1018515 FOR INVOICE NO. 1015558

ACT Community Services Directorate
National Multicultural Festival
ACT Office of Multicultural Affairs
GPO Box 158
Canberra ACT 2601

Job No: 22524
Site: National Multicultural Festival
2014
Site Contact: -
Site Phone: -
Salesperson: Brendan Read

Description

Credit note for project administration fees billed on variations 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 & 13.

This is a Payment Claim made under the Building and Construction Industry (Security of Payment)
ACT 2009.

Sub-Total	\$1100.00
GST	\$110.00
Total	\$1210.00

Thank you.



SERVICES AGREEMENT

Date

6 January 2014

Parties

AUSTRALIAN CAPITAL TERRITORY

W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLOGIES
ABN 42 094 182 779

PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref: 10102013:MM

Version

Final October 2013

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
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Telephone: (02) 6241 3255
Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

(1) Contract Price: is \$245,620.00 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or \$61,405	14 days prior to the event date.
50% or \$61,405	7 days post event date.
Year Two	
50% or \$61,405	14 days prior to the event

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	date.
50% or \$61,405	7 days post event date.

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
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See clause 6

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Patrick Delaney	Installation Electrician

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Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

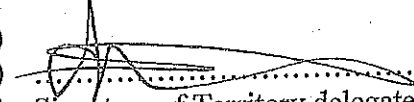
Item 7 not used.

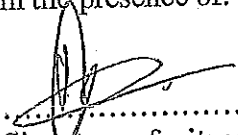
Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

DATE OF THIS AGREEMENT 6 January 2013

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

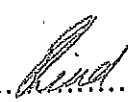
)
) 
) Signature of Territory delegate

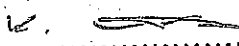

.....
Signature of witness

Nic MANIKIS
.....
Print name

DREW CHALMERS
.....
Print name

SIGNED by or for and on behalf of
W.R. ELECTRICAL PTY LTD
TRADING AS AFFINITY ELECTRICAL
TECHNOLOGIES
ABN 42 094 182 779
in the presence of:

)
) 
) Signature of director/ authorised
officer/ individual

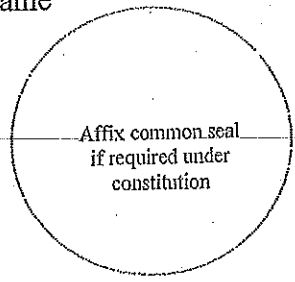

.....
Signature of director/ secretary/ witness

BRENDAN READ
.....
Print name

.....
Signature of second authorised officer

KELVIN AUMONT
.....
Print name

.....
Print name



- Note:
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SERVICES AGREEMENT

Date

6 January 2014

Parties

AUSTRALIAN CAPITAL TERRITORY

**W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLOGIES
ABN 42 094 182 779**

**PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL**

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
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Level 1, 153 Emu Bank
BELCONNEN ACT 2816
Ref: 10102013:MM

Version

Final October 2013

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Community Participation Group
Theo Notaras Multicultural Centre
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Telephone: (02) 6205 3153
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	date.
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See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8


Item 7 not used.

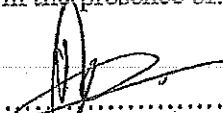
Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

DATE OF THIS AGREEMENT 6 January 20114

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

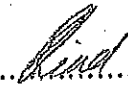
)
) 
) Signature of Territory delegate


.....
Signature of witness


.....Nic MANIKIS.....
Print name

Deborah Chalmers
.....
Print name

SIGNED by or for and on behalf of)
W.R. ELECTRICAL PTY LTD)
TRADING AS AFFINITY ELECTRICAL)
TECHNOLOGIES)
ABN 42 094 182 779)
in the presence of:

) 
)
) Signature of director/ authorised
officer/ individual

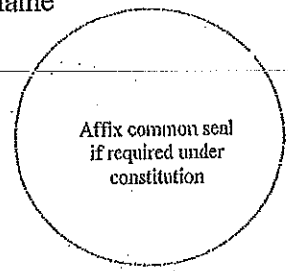
.....BRENDAN READ.....
Print name


.....
Signature of director/ secretary/ witness

.....
Signature of second authorised officer

KELVIN AUMONT
.....
Print name

.....
Print name



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SERVICES AGREEMENT

Date

6 January 2014

Parties

AUSTRALIAN CAPITAL TERRITORY

W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLOGIES
ABN 42 094 182 779

PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref: 10102013:MM

Version

Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the **Community Services Directorate**.

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

- Contractor Material** means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
- GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Insurance Determination** means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
- Invoice** means an invoice that:
- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
 - (3) is accompanied by any other details or reports required under this Agreement; and
 - (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
- Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- Prescribed Insurer** means, in relation to:
- (1) public liability insurance, an insurer that is:
 - (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination,
 - (b) authorised by the Australian Prudential Regulation Authority (APRA) to

conduct new and renewal insurance business in Australia, or

- (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act	means the <i>Government Procurement Act 2001</i> (ACT).
Services	means the services described in Schedule 2 .
Special Condition	means any provision set out in Schedule 3 .
Specified Personnel	means any person named in Item 4 Schedule 1 , or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of clause 6 .
Term	means the term specified in Item 2 Schedule 1 , and if extended, the initial term and the extended term.
Territory	means: <ol style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Information	means the kind of information that: <ol style="list-style-type: none"> (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential; (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,
 - (c) generally available to the public, or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this clause 10 prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this clause 11 will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Telephone: (02) 6241 3255
Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

(1) Contract Price: is \$245,620.00 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or \$61,405	14 days prior to the event date.
50% or \$61,405	7 days post event date.
Year Two	
50% or \$61,405	14 days prior to the event

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	date.
50% or \$61,405	7 days post event date.

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Brendan Read	Director
Brent Tucker	Operations Manager
Rob Hanily	Site Supervisor
Dan Parker	Project Manager
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance
See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

SCHEDULE 2

PROVISION OF GENERATORS AND ELECTRICAL SERVICES

For the purposes of the Insurance Determination, this Schedule 2 constitutes the Activity Schedule (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

- (1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;
- (3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;
- (4) be required to provided:
 - (a) an afterhours contact number;
 - (b) be contactable afterhours; and
 - (c) Respond within one (1) hour from the time of contact.
- (5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;
- (6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (7) be required to have their own radio system separate to the Festivals radio network;
- (8) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (11) hold the current Australian Industrial Relations Certificate;
- (12) carry applicable licence/s for the service and have available for daily viewing; and
- (13) provide ongoing associated support through the Festival as needed.

3.2 The Contractor is to supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in Attachment 1.

4. METHODOLOGY

4.1 The Territory will be required to provide the final footprint and power requirements to the Contractor no later than 60 days prior to the commencement of the Festival.

4.2 The Contractor will be required to:

- (1) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting **Attachment 1**;
- (2) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;
- (3) ensure that all cables utilised are safety tagged and date certified;
- (4) supply all the necessary lifting equipment on site with a certified operator/s;
- (5) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and
- (6) ongoing technical support throughout the Festival.

5. TIMEFRAME

- 5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.
- 5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

- 6.1 The Contractor will submit the following to the Territory:
 - (1) a report including recommendation for improvement by the 28 February each year of the Festival;
 - (2) provide a comprehensive training register including employee licences to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;
 - (3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival
 - (4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in clause 7, and do not limit those set out in clause 6(4).

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

- (1) The Contractor must hold the current Australian Industrial Relations Certificate;
- (2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor


In addition to the circumstances set out in clause 12.4(2), for the purposes of clause 12.4, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

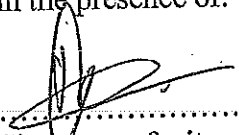
- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

DATE OF THIS AGREEMENT 6 January 2014

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:


)
) 
) Signature of Territory delegate


.....
Signature of witness


Nic MANIKIS.....
Print name

DEREK CHALMERS
.....
Print name

SIGNED by or for and on behalf of
W.R. ELECTRICAL PTY LTD
TRADING AS AFFINITY ELECTRICAL
TECHNOLOGIES
ABN 42 094 182 779
in the presence of:

)
) 
) Signature of director/ authorised officer/ individual

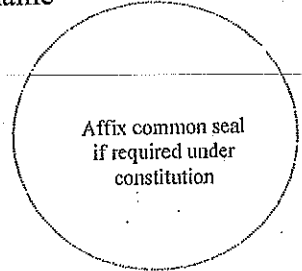
BRENDAN READ.....
Print name


.....
Signature of director/ secretary/ witness

.....
Signature of second authorised officer

KELVIN AUMONT
.....
Print name

.....
Print name



- Note:
- Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
 - Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
 - Individual: Must be signed by the individual Contractor and witnessed.
 - Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1**LIST OF EQUIPMENT
GENERATOR AND ELECTRICAL SERVICES**

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5- 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.
- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.



SERVICES AGREEMENT

Date

6 January 2013⁴

Parties

AUSTRALIAN CAPITAL TERRITORY

**W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLIGIES
ABN 42 094 182 779**

**PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL**

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref: 10102013:MM

Version

Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth) (Territory)* represented by the **Community Services Directorate**.

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

- Contractor Material** means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
- GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Insurance Determination** means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
- Invoice** means an invoice that:
- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
 - (3) is accompanied by any other details or reports required under this Agreement; and
 - (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
- Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- Prescribed Insurer** means, in relation to:
- (1) public liability insurance, an insurer that is:
 - (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination,
 - (b) authorised by the Australian Prudential Regulation Authority (APRA) to

conduct new and renewal insurance business in Australia, or

- (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act	means the <i>Government Procurement Act 2001</i> (ACT).
Services	means the services described in Schedule 2 .
Special Condition	means any provision set out in Schedule 3 .
Specified Personnel	means any person named in Item 4 Schedule 1 , or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of clause 6 .
Term	means the term specified in Item 2 Schedule 1 , and if extended, the initial term and the extended term.
Territory	means: <ol style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Information	means the kind of information that: <ol style="list-style-type: none"> (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential; (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988 (Cth)* as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,
 - (c) generally available to the public, or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this clause 10 prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this clause 11 will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Telephone: (02) 6241 3255
Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

(1) Contract Price: is \$245,620.00 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or \$61,405	14 days prior to the event date.
50% or \$61,405	7 days post event date.
Year Two	
50% or \$61,405	14 days prior to the event

	date.
50% or \$61,405	7 days post event date.

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Brendan Read	Director
Brent Tucker	Operations Manager
Rob Hanily	Site Supervisor
Dan Parker	Project Manager
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance
See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

SCHEDULE 2

PROVISION OF GENERATORS AND ELECTRICAL SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

- (1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;
- (3) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;
- (4) be required to provide:
 - (a) an afterhours contact number;
 - (b) be contactable afterhours; and
 - (c) Respond within one (1) hour from the time of contact.
- (5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;
- (6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (7) be required to have their own radio system separate to the Festivals radio network;
- (8) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (11) hold the current Australian Industrial Relations Certificate;
- (12) carry applicable licence/s for the service and have available for daily viewing; and
- (13) provide ongoing associated support through the Festival as needed.

3.2 The Contractor is to supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in **Attachment 1**.

4. METHODOLOGY

4.1 The Territory will be required to provide the final footprint and power requirements to the Contractor no later than 60 days prior to the commencement of the Festival.

4.2 The Contractor will be required to:

- (1) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting **Attachment 1**;
- (2) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;
- (3) ensure that all cables utilised are safety tagged and date certified;
- (4) supply all the necessary lifting equipment on site with a certified operator/s;
- (5) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and
- (6) ongoing technical support throughout the Festival.

5. **TIMEFRAME**

- 5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.
- 5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. **REPORTING**

- 6.1 The Contractor will submit the following to the Territory:
- (1) a report including recommendation for improvement by the 28 February each year of the Festival;
 - (2) provide a comprehensive training register including employee licences to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;
 - (3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival
 - (4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

- (1) The Contractor must hold the current Australian Industrial Relations Certificate;
- (2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

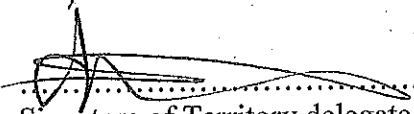
In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

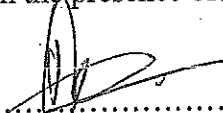
- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

DATE OF THIS AGREEMENT 6 January 20114

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

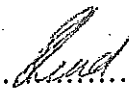
) 
)
) Signature of Territory delegate


.....
Signature of witness


.....Nic MANIKIS.....
Print name

Deborah Chambers
.....
Print name

SIGNED by or for and on behalf of
W.R. ELECTRICAL PTY LTD
TRADING AS AFFINITY ELECTRICAL
TECHNOLOGIES
ABN 42 094 182 779
in the presence of:

) 
)
) Signature of director/ authorised
officer/ individual

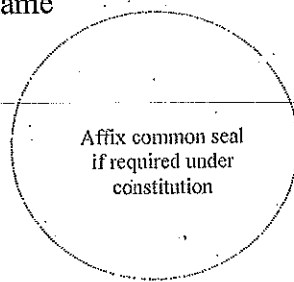
.....BRENDAN READ.....
Print name


.....
Signature of director/ secretary/ witness

.....
Signature of second authorised officer

KELVIN AUMONT
.....
Print name

.....
Print name



Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

Individual: Must be signed by the individual Contractor and witnessed.

Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1

**LIST OF EQUIPMENT
GENERATOR AND ELECTRICAL SERVICES**

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.
- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.

Perrin, Kristie

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From: Perrin, Kristie
Sent: Thursday, 9 January 2014 1:56 PM
To: Ayoubi, Salar
Cc: Winter, Jancye
Subject: Signed Affinity Electrical
Attachments: 20140109134642994

Please find attached the signed Affinity Electrical Service Agreement for your records

Regards
Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



ACT
Government
Community Services

13
11.

Mr Brent Tucker
Operations Manager
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Dear Mr Tucker

Re: Service Agreement

Please find enclosed two (2) Service Agreements Contract Number 2013.22416.222 between Affinity Electrical Technologies and the Community Services Directorate.

Please sign the two (2) Service Agreements where indicated and return both Agreements for execution to:

Manager
Contracts and Grants Unit
Community Services Directorate
GPO Box 158
CANBERRA ACT 2601

Please do not date the Service Agreements.

Once executed by the Community Services Directorate, a signed Service Agreement will be returned for your records.

If you require further information, please contact Jancye Winter on telephone 6205 3153 or email: jancye.winter@act.gov.au.

Yours Sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate
11 December 2013



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SERVICES AGREEMENT

Date _____ 2013

Parties

AUSTRALIAN CAPITAL TERRITORY

**W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLIGIES
ABN 42 094 182 779**

**PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL**

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref: 10102013:MM

Version

Final October 2013

109

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth) (Territory)* represented by the **Community Services Directorate**.

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

- Contractor Material** means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
- GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Insurance Determination** means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
- Invoice** means an invoice that:
- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
 - (3) is accompanied by any other details or reports required under this Agreement; and
 - (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
- Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- Prescribed Insurer** means, in relation to:
- (1) public liability insurance, an insurer that is:
 - (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination,
 - (b) authorised by the Australian Prudential Regulation Authority (APRA) to

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conduct new and renewal insurance business in Australia, or

- (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2**.

Special Condition means any provision set out in **Schedule 3**.

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Information means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

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4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,
 - (c) generally available to the public, or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

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SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153

Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Telephone: (02) 6241 3255

Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

(1) Contract Price: is \$245,620.00 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or \$61,405	14 days prior to the event date.
50% or \$61,405	7 days post event date.
Year Two	
50% or \$61,405	14 days prior to the event

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	date.
50% or \$61,405	7 days post event date.

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Brendan Read	Director
Brent Tucker	Operations Manager
Rob Hanily	Site Supervisor
Dan Parker	Project Manager
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance
See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

SCHEDULE 2

PROVISION OF GENERATORS AND ELECTRICAL SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

- (1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;
- (3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;
- (4) be required to provided:
 - (a) an afterhours contact number;
 - (b) be contactable afterhours; and
 - (c) Respond within one (1) hour from the time of contact.
- (5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;
- (6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (7) be required to have their own radio system separate to the Festivals radio network;
- (8) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (11) hold the current Australian Industrial Relations Certificate;
- (12) carry applicable licence/s for the service and have available for daily viewing; and
- (13) provide ongoing associated support through the Festival as needed.

3.2 The Contractor is to supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in **Attachment 1**.

4. METHODOLOGY

4.1 The Territory will be required to provide the final footprint and power requirements to the Contractor no later than 60 days prior to the commencement of the Festival.

4.2 The Contractor will be required to:

- (1) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting **Attachment 1**;
- (2) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;
- (3) ensure that all cables utilised are safety tagged and date certified;
- (4) supply all the necessary lifting equipment on site with a certified operator/s;
- (5) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and
- (6) ongoing technical support throughout the Festival.

5. TIMEFRAME

- 5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.
- 5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

- 6.1 The Contractor will submit the following to the Territory:
- (1) a report including recommendation for improvement by the 28 February each year of the Festival;
 - (2) provide a comprehensive training register including employee licences to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;
 - (3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival
 - (4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in clause 7, and do not limit those set out in clause 6(4).

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

- (1) The Contractor must hold the current Australian Industrial Relations Certificate;
- (2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

DATE OF THIS AGREEMENT 2013

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:) Signature of Territory delegate

Signature of witness Print name

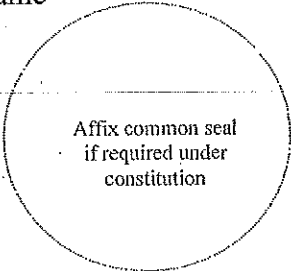
Print name

SIGNED by or for and on behalf of W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 in the presence of:) Signature of director/ authorised officer/ individual

Print name

Signature of director/ secretary/ witness Signature of second authorised officer

Print name Print name



- Note:
Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual: Must be signed by the individual Contractor and witnessed.
Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1**LIST OF EQUIPMENT
GENERATOR AND ELECTRICAL SERVICES**

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.
- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.



ACT
Government
Community Services

Mr Brent Tucker
Operations Manager
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Dear Mr Tucker

Re: Service Agreement

Please find enclosed two (2) Service Agreements Contract Number 2013.22416.222 between Affinity Electrical Technologies and the Community Services Directorate.

Please sign the two (2) Service Agreements where indicated and return both Agreements for execution to:

Manager
Contracts and Grants Unit
Community Services Directorate
GPO Box 158
CANBERRA ACT 2601

Please do not date the Service Agreements.

Once executed by the Community Services Directorate, a signed Service Agreement will be returned for your records.

If you require further information, please contact Jancye Winter on telephone 6205 3153 or email: jancye.winter@act.gov.au.

Yours Sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate
25 November 2013

Perrin, Kristie

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From: Brent Tucker [brent.tucker@affinityelectrical.com.au]
Sent: Monday, 25 November 2013 7:54 AM
To: Perrin, Kristie; Donna Livermore
Cc: Donna Livermore
Subject: RE: Multicultural Festival Contract

Hi Kristie,

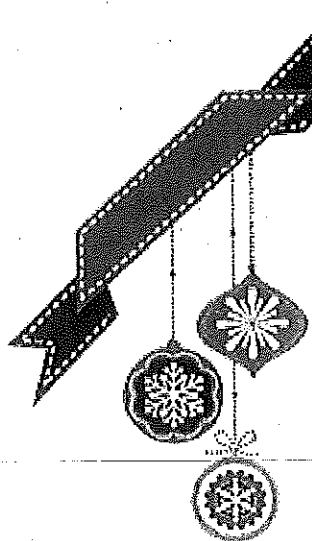
Thanks for getting that through last week, Both Donna and myself have reviewed the contract and are happy with it now.

Please let me know if you would like me to pick up two hard copies for signing.

Kind Regards,

Brent Tucker
Operations Manager

m 0412 484 396
n 6241 3255
6241 3266
brent.tucker@affinityelectrical.com.au
a 53 Grimwade street mitchell, act 2911



Merry
CHRISTMAS

From Brendan Read & the staff of Affinity Electrical Technologies we would like to wish you & your families a Merry Christmas & a safe & happy New Year. We look forward to continuing business with you in 2014

Affinity Electrical Technologies Christmas shutdown period will be from **12pm Friday 20th December 2013** until **7am Thursday 2nd January 2014**. Please note we will continue to provide a 24-hour emergency service during the Christmas period. For any enquiries, please contact **(02) 6241 3255**

Affinity affinityelectrical
technologies

From: Perrin, Kristie [mailto:Kristie.Perrin@act.gov.au]
Sent: Friday, 22 November 2013 3:06 PM
To: Donna Livermore
Cc: Brent Tucker
Subject: RE: Multicultural Festival Contract

Hi Donna,

Thank you for getting back to me. I have amended the Agreement as requested below. Please find attached for review. If happy with the Agreement please let me know and I'll prepare hard copies for signature.

If you have any queries, please let me know.

Regards

10a
83

Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

From: Donna Livermore [<mailto:donna.livermore@affinityelectrical.com.au>]
Sent: Thursday, 21 November 2013 3:41 PM
To: Perrin, Kristie
Cc: Brent Tucker
Subject: Multicultural Festival Contract

Hi Kristie

My apologies for the late reply to the Contact for the Multicultural Festival. I have been away on leave and Brent mentioned that you have missed each other calls.

There are just a couple of things we need clarification on with the contract.

Clause 4 Methodology 4.1 point 2. This can only be supplied once we receive the festival footprint and power requirements.

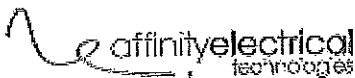
Clause 6 Reporting 6.1 point 2 – Can you please advise what you require the training register to consist of? Are you just after employee licences etc?

Item 4 of schedule 2 the Specified Personnel, we have had some internal promotions which slightly changes the Personnel to be used. We will need to remove Mitch Halley. Brent Tucker is now our Operations Manager, Dan Parker will be the Project Manager and Rob Hanily will be the Site Supervisor. The others remain in the same positions.

Please note I am out of the office tomorrow, however Brent will be able to respond to any questions.

Regards,

Donna Livermore



p 02 6241 3255
e donna.livermore@affinityelectrical.com.au
a 53 Grimwade Street Mitchell, ACT, 2911
www.affinityelectrical.com.au

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.



SERVICES AGREEMENT

Date

2013

Parties

AUSTRALIAN CAPITAL TERRITORY

**W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLIGIES
ABN 42 094 182 779**

**PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL**

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref: 10102013:MM

Version

Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth) (Territory)* represented by the **Community Services Directorate**.

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

Contractor Material	means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the <i>Financial Management Act 1996</i> (ACT).
Invoice	means an invoice that: <ul style="list-style-type: none"> (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in Item 3 Schedule 1 (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: <ul style="list-style-type: none"> (1) public liability insurance, an insurer that is: <ul style="list-style-type: none"> (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination, (b) authorised by the Australian Prudential Regulation Authority (APRA) to

- conduct new and renewal insurance business in Australia, or
- (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,
- or any other insurer prescribed under the Insurance Determination from time to time; and
- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.
- Procurement Act** means the *Government Procurement Act 2001 (ACT)*.
- Services** means the services described in **Schedule 2**.
- Special Condition** means any provision set out in **Schedule 3**.
- Specified Personnel** means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.
- Term** means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.
- Territory** means:
- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth)*.
- Territory Information** means the kind of information that:
- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,
 - (c) generally available to the public, or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153

Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Telephone: (02) 6241 3255

Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

- (1) Contract Price: is \$245,620.00 (GST Inclusive) total over two (2) years plus Consumer Price Index.
- (2) An Invoice may only be rendered following completion of the Services.
- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements,

including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel

See clause 6

Personnel	Position
Brendan Read	Director
Brent Tucker	Operations Manager
Rob Hanily	Site Supervisor
Dan Parker	Project Manager
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance

See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information

See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text

See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text

See clause 8

Item 8 not used.

SCHEDULE 2

PROVISION OF GENERATORS AND ELECTRICAL SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival.

2. BACKGROUND

- 2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.
- 2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.
- 2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

- 2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.
- 2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.
- 2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

- (1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;
- (3) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;
- (4) be required to provide:
 - (a) an afterhours contact number;
 - (b) be contactable afterhours; and
 - (c) Respond within one (1) hour from the time of contact.
- (5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;
- (6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (7) be required to have their own radio system separate to the Festivals radio network;
- (8) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (11) hold the current Australian Industrial Relations Certificate;
- (12) carry applicable licence/s for the service and have available for daily viewing; and
- (13) provide ongoing associated support through the Festival as needed.

3.2 The Contractor is to supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in **Attachment 1**.

4. METHODOLOGY

4.1 The Territory will be required to provide the final footprint and power requirements to the Contractor no later than 60 days prior to the commencement of the Festival.

4.2 The Contractor will be required to:

- (1) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting **Attachment 1**;
- (2) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;
- (3) ensure that all cables utilised are safety tagged and date certified;
- (4) supply all the necessary lifting equipment on site with a certified operator/s;
- (5) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and
- (6) ongoing technical support throughout the Festival.

5. TIMEFRAME

5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.

5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

6.1 The Contractor will submit the following to the Territory:

- (1) a report including recommendation for improvement by the 28 February each year of the Festival;
- (2) provide a comprehensive training register including employee licences to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;
- (3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival
- (4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988 (Cth)* or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

- (1) The Contractor must hold the current Australian Industrial Relations Certificate;
- (2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

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DATE OF THIS AGREEMENT 2013

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:) Signature of Territory delegate

Signature of witness Print name

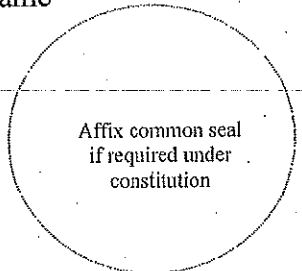
Print name

SIGNED by or for and on behalf of W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 in the presence of:) Signature of director/ authorised officer/ individual

Print name

Signature of director/ secretary/ witness Signature of second authorised officer

Print name Print name



- Note: Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page. Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution. Individual: Must be signed by the individual Contractor and witnessed. Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1**LIST OF EQUIPMENT
GENERATOR AND ELECTRICAL SERVICES**

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.
- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.

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Perrin, Kristie

From: Perrin, Kristie
Sent: Friday, 22 November 2013 3:06 PM
To: 'Donna Livermore'
Cc: Brent Tucker
Subject: RE: Multicultural Festival Contract
Attachments: Final Service Agreement - W.R Electrical.pdf

Hi Donna,

Thank you for getting back to me. I have amended the Agreement as requested below. Please find attached for review. If happy with the Agreement please let me know and I'll prepare hard copies for signature.

If you have any queries, please let me know.

Regards
Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

From: Donna Livermore [<mailto:donna.livermore@affinityelectrical.com.au>]
Sent: Thursday, 21 November 2013 3:41 PM
To: Perrin, Kristie
Cc: Brent Tucker
Subject: Multicultural Festival Contract

Hi Kristie

My apologies for the late reply to the Contact for the Multicultural Festival. I have been away on leave and Brent mentioned that you have missed each other calls.

There are just a couple of things we need clarification on with the contract.

Clause 4 Methodology 4.1 point 2. This can only be supplied once we receive the festival footprint and power requirements.

Clause 6 Reporting 6.1 point 2 – Can you please advise what you require the training register to consist of? Are you just after employee licences etc?

Item 4 of schedule 2 the Specified Personnel, we have had some internal promotions which slightly changes the Personnel to be used. We will need to remove Mitch Halley. Brent Tucker is now our Operations Manager, Dan Parker will be the Project Manager and Rob Hanily will be the Site Supervisor. The others remain in the same positions.

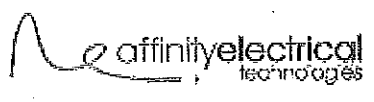
Please note I am out of the office tomorrow, however Brent will be able to respond to any questions.

Regards,

Donna Livermore

8a

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p 02 6241 3255
e donna.livermore@affinityelectrical.com.au
a 53 Grimwade Street Mitchell, ACT, 2911
www.affinityelectrical.com.au



SERVICES AGREEMENT

Date _____ 2013

Parties

AUSTRALIAN CAPITAL TERRITORY

**W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLIGIES
ABN 42 094 182 779**

**PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL**

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref: 10102013:MM

Version

Final October 2013

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ATTACHMENT 124

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth) (Territory)* represented by the **Community Services Directorate**.

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes ~~should not be published~~ and which is specified in **Item 7 Schedule 1**.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

Contractor Material	means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the <i>Financial Management Act 1996 (ACT)</i> .
Invoice	means an invoice that: <ul style="list-style-type: none"> (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>; (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in Item 3 Schedule 1 (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: <ul style="list-style-type: none"> (1) public liability insurance, an insurer that is: <ul style="list-style-type: none"> (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination, (b) authorised by the Australian Prudential

Regulation Authority (APRA) to conduct new and renewal insurance business in Australia, or

- (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2**.

Special Condition means any provision set out in **Schedule 3**.

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Information means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being

confidential;

- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

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5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;
- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

- (c) generally available to the public, or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must

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comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153

Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Telephone: (02) 6241 3255

Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

(1) Contract Price: is \$245,620.00 (GST Inclusive) total over two (2) years plus Consumer Price Index.

(2) An Invoice may only be rendered following completion of the Services.

(3) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

- (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel

See clause 6

Personnel	Position
Brendan Read	Director
Brent Tucker	Operations Manager
Rob Hanily	Site Supervisor
Dan Parker	Project Manager
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance

See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information

See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text

See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text

See clause 8

Item 8 not used.

SCHEDULE 2

PROVISION OF GENERATORS AND ELECTRICAL SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

- (1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;
- (3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;
- (4) be required to provided:
 - (a) an afterhours contact number;
 - (b) be contactable afterhours; and
 - (c) Respond within one (1) hour from the time of contact.
- (5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;
- (6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (7) be required to have their own radio system separate to the Festivals radio network;
- (8) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (11) hold the current Australian Industrial Relations Certificate;
- (12) carry applicable licence/s for the service and have available for daily viewing; and
- (13) provide ongoing associated support through the Festival as needed.

3.2 The Contractor is to supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in **Attachment 1**.

4. METHODOLOGY

4.1 The Territory will be required to provide the final footprint and power requirements to the Contractor no later than 60 days prior to the

commencement of the Festival.

4.2 The Contractor will be required to:

- (1) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting **Attachment 1**;
- (2) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;
- (3) ensure that all cables utilised are safety tagged and date certified;
- (4) supply all the necessary lifting equipment on site with a certified operator/s;
- (5) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and
- (6) ongoing technical support throughout the Festival.

5. TIMEFRAME

- 5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.
- 5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

6.1 The Contractor will submit the following to the Territory:

- (1) a report including recommendation for improvement by the 28 February each year of the Festival;
- (2) provide a comprehensive training register including employee licences to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;
- (3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival
- (4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except, in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

- (1) The Contractor must hold the current Australian Industrial Relations Certificate;
- (2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

DATE OF THIS AGREEMENT2013

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:) Signature of Territory delegate

Signature of witness Print name

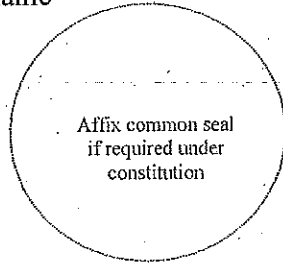
Print name

SIGNED by or for and on behalf of W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES) Signature of director/ authorised officer/ individual

ABN 42 094 182 779 in the presence of: Print name

Signature of director/ secretary/ witness Signature of second authorised officer

Print name Print name



Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

Individual: Must be signed by the individual Contractor and witnessed.

Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1**LIST OF EQUIPMENT
GENERATOR AND ELECTRICAL SERVICES**

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.

- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.

b
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Perrin, Kristie

From: Donna Livermore [donna.livermore@affinityelectrical.com.au]
Sent: Thursday, 21 November 2013 3:41 PM
To: Perrin, Kristie
Cc: Brent Tucker
Subject: Multicultural Festival Contract

Hi Kristie

My apologies for the late reply to the Contact for the Multicultural Festival. I have been away on leave and Brent mentioned that you have missed each other calls.

There are just a couple of things we need clarification on with the contract.

Clause 4 Methodology 4.1 point 2. This can only be supplied once we receive the festival footprint and power requirements.

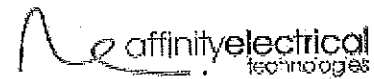
Clause 6 Reporting 6.1 point 2 – Can you please advise what you require the training register to consist of? Are you just after employee licences etc?

Item 4 of schedule 2 the Specified Personnel, we have had some internal promotions which slightly changes the Personnel to be used. We will need to remove Mitch Halley. Brent Tucker is now our Operations Manager, Dan Parker will be the Project Manager and Rob Hanily will be the Site Supervisor. The others remain in the same positions.

Please note I am out of the office tomorrow, however Brent will be able to respond to any questions.

Regards,

Donna Livermore



p 02 6241 3255
e donna.livermore@affinityelectrical.com.au
53 Grimwade Street Mitchell, ACT, 2911
www.affinityelectrical.com.au

Perrin, Kristie

From: Brendan Read [brendan@affinityelectrical.com.au]
Sent: Thursday, 31 October 2013 4:18 PM
To: Donna Livermore; Brent Tucker; Kelvin Aumont
Cc: Perrin, Kristie
Subject: FW: Final Service Agreement - W.R Electrical
Attachments: Final Service Agreement - W.R Electrical.pdf

AET staff for review prior to Tuesday.

Thanks Kristie

Brendan Read
Managing Director



WR Electrical Pty Ltd t/a Affinity Electrical Technologies
ABN: 42 094 182 779, COLA: 200413829
Phone: 6241 3255
www.affinityelectrical.com.au

From: Perrin, Kristie [mailto:Kristie.Perrin@act.gov.au]
Sent: Thursday, 31 October 2013 3:16 PM
To: Brendan Read
Subject: Final Service Agreement - W.R Electrical

Hi Brendan,

Please find attached the Service Agreement for the 2014-2016 National Multicultural Festival for your review.

If you have any queries, please do not hesitate to contact me.

Regards

Kristie Perrin | Manager

Phone 02 6205 0508 | Fax 02 6207 2047

Contracts and Grants Unit | Community Services Directorate | **ACT Government**

Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

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Perrin, Kristie

From: Perrin, Kristie
Sent: Thursday, 31 October 2013 3:16 PM
To: 'brendan@affinityelectrical.com.au'
Subject: Final Service Agreement - W.R Electrical
Attachments: Final Service Agreement - W.R Electrical.pdf

Hi Brendan,

Please find attached the Service Agreement for the 2014-2016 National Multicultural Festival for your review.

If you have any queries, please do not hesitate to contact me.

Regards

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

*Followed
up
w reception
left a message
for Brendan*



SERVICES AGREEMENT

Date

2013

Parties

AUSTRALIAN CAPITAL TERRITORY

**W.R. ELECTRICAL PTY LTD TRADING
AS AFFINITY ELECTRICAL
TECHNOLOGIES
ABN 42 094 182 779**

**PROVISION OF GENERATORS AND
ELECTRICAL SERVICES FOR THE
2014 – 2016 NATIONAL
MULTICULTURAL FESTIVAL**

CONTRACT NUMBER 2013.22416.222

Prepared by

Contracts and Grants Unit
Community Services Directorate
Nature Conservation House
Level 1, 153 Emu Bank
BELCONNEN ACT 2616
Ref: 10102013:MM

Version

Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the **Community Services Directorate**.

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 (**Contractor**).

BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.
- B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

- Contractor Material** means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
- GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Insurance Determination** means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
- Invoice** means an invoice that:
- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
 - (3) is accompanied by any other details or reports required under this Agreement; and
 - (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
- Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- Prescribed Insurer** means, in relation to:
- (1) public liability insurance, an insurer that is:
 - (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination,
 - (b) authorised by the Australian Prudential

Regulation Authority (APRA) to conduct new and renewal insurance business in Australia, or

- (c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

- (2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2**.

Special Condition means any provision set out in **Schedule 3**.

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Information means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to the Contractor as being

confidential;

- (3) is specified in **Item 6 Schedule 1**; or
- (4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Contractor; or
- (7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;
- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

- (c) generally available to the public, or
 - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator; the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must

comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153

Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Telephone: (02) 6241 3255

Email: Brendan@affinityelectrical.com.au

Item 2. Term

See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price

See clause 4

- (1) Contract Price: is \$245,620.00 (GST Inclusive) total over two (2) years plus Consumer Price Index.
- (2) The Contract Price is payable as a lump sum. An Invoice may only be rendered following completion of the Services.
- (3) Except if otherwise stated in this Agreement, the Contract Price is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and

- (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Brendan Read	Director
Mitch Halley	Electrician
Brent Tucker	Installation Electrician/Supervisor
Rob Hanily	Installation Site Supervisor
Dan Parker	Installation Electrician/Supervisor
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance
See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

10.

SCHEDULE 2

PROVISION OF GENERATORS AND ELECTRICAL SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

- (1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;
- (3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;
- (4) be required to provided:
 - (a) an afterhours contact number;
 - (b) be contactable afterhours; and
 - (c) Respond within one (1) hour from the time of contact.
- (5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;
- (6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (7) be required to have their own radio system separate to the Festivals radio network;
- (8) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (11) hold the current Australian Industrial Relations Certificate;
- (12) carry applicable licence/s for the service and have available for daily viewing; and
- (13) provide ongoing associated support through the Festival as needed.

3.2 The Contractor is to supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in **Attachment 1**.

4. METHODOLOGY

4.1 The Contractor will be required to:

- (1) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting **Attachment 1**;
- (2) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;
- (3) ensure that all cables utilised are safety tagged and date certified;
- (4) supply all the necessary lifting equipment on site with a certified operator/s;
- (5) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and
- (6) ongoing technical support throughout the Festival.

5. TIMEFRAME

- 5.1 The Contractor will undertake the Services outlined in Item 3, Schedule 2 Services during February each year of the Festival.
- 5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

6.1 The Contractor will submit the following to the Territory:

- (1) a report including recommendation for improvement by the 28 February each year of the Festival;
- (2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;
- (3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival
- (4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

- (1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
- (2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor (**Complaint**) will be handled by the Territory and in accordance with the following procedures:

- (1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
- (2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that

person's consent; and

- (3) after the Territory has given or been given notice in accordance with paragraphs (1) or (2) above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

- (1) The Contractor must hold the current Australian Industrial Relations Certificate;
- (2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in clause 12.4(2), for the purposes of clause 12.4, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

- (1) directly or indirectly control the membership of the board of directors of the corporation; or
- (2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

5

DATE OF THIS AGREEMENT 2013

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:) Signature of Territory delegate.

Signature of witness Print name

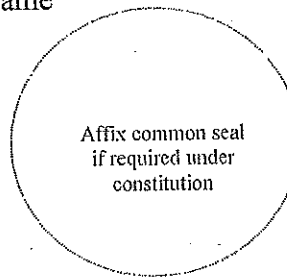
Print name

SIGNED by or for and on behalf of W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLOGIES ABN 42 094 182 779 in the presence of:) Signature of director/ authorised officer/ individual

Print name

Signature of director/ secretary/ witness Signature of second authorised officer

Print name Print name



Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

Individual: Must be signed by the individual Contractor and witnessed.

Incorporated Association: Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1**LIST OF EQUIPMENT
GENERATOR AND ELECTRICAL SERVICES**

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.

- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.