

## Documents – Schedule 7

## File 2013/16628 Procurement Provision of Traffic Management Services 2013.10006.210

Folio no	Date	Document	Status	Reason for Exemption
1. File request form				
2	16/12/2013	Email – Traffic Management Services for the 2014-16 NMF - (note attachment was not on file)	Full release	
3-5	Various dates	Insurance, Certificate of Currency and Employer's Indemnity Insurance	Exempt in Full	FOI Act, s43
6-31a	18/12/2013	Draft Services Agreement and email - Draft Services Agreement – Traffic Mgt Services	Full release	
32	13/1/2014	Email – RE: Traffic management	Full release	
33	13/1/2014	Email – RE: Traffic Management	Full release	
34	13/1/2014	Email – Draft Services Agreement – Traffic mgt Services (note the attachment was not on file)	Full release	
35	14/1/14	Email – Draft Services Agreement – Traffic mgt Services (note the attachment was not on file)	Full release	
36	15/1/14	Correspondence	Full release	
37-62	28/1/14	Signed Services Agreement	Full release	
63-66	28/1/14	Signed Services Agreement cover page, pages 16, 17, and 24 of 26	Full release	
67	28/1/14	Accounts Payable Invoice Coversheet	Full release	
68-71	28/1/14	Signed Services Agreement cover page, schedule 1, and signature page	Full release	

Folio no	Date	Document	Status	Reason for Exemption
72	13/2/2014	Email - Fwd: NMF	Full release	
73-74	13/2/14	Accounts Payable Invoice Coversheet and Invoice	Full release	
File cover page				





**ACT Public Service**  
**Accounts Payable Invoice Cover Sheet**  
**Community Services Directorate**

Staple supporting documents here

© Shared Services Red Team (CSD/ACT Health)

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<b>Supplier Name:</b>  CARE TRAFFIC SERVICES PTY LTD	<b>Collect Cheque*</b>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	<b>Staff Reimbursement:</b> <small>EFT only - bank account details must be provided below.</small>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	<b>RCTI (Receipt Created Tax Invoice)</b>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
	<b>GST Registered</b>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
	<b>Withholding Tax</b>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<small>*Please note all collect cheques are to be collected from Shared Services Centre, Eclipse House, Civic.</small>			

**Special Requests/Reference Number:**  
C/N 2013.10006.210

**Staff Reimbursement:**  
Staff requesting reimbursement must complete this section  
 Bank Account Name: \_\_\_\_\_  
 BSB: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Staff Address: \_\_\_\_\_

**Invoice Detail:** (All fields are mandatory - grey cells calculate automatically - DO NOT ENTER DETAILS HERE) Please attach ORIGINAL invoices - copies are not accepted.  
 Applicable GST Codes: 10%AP (10%), Free (F), Input Taxed (IT), Exempt (Ex), Capital 10% (Cap10%), Capital Free (CapF), Input Taxed Capital (ITCap), Outside Scope (OS), No ABN Withhold (NABN)

Cost Centre	Account Code	Int. Trad.	Project	Agency Use	GST Tax Type	Amount \$ (incl GST)	GST \$	Amount \$ (incl GST)	Description	
500	52502	712704	99	10404	9999	10%AP	24,577.50	2,457.75	27,035.25	Traffic management services for the 2014-2016 National Multicultural Festival (second 50% deposit)
				9999			-	-		
				9999			-	-		
				9999			-	-		
				9999			-	-		
				9999			-	-		
				9999			-	-		
				9999			-	-		
				9999			-	-		
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				9999			-	-		
				9999			-	-		
				9999			-	-		
				9999			-	-		
<b>Total Amount \$</b>							<b>\$24,577.50</b>	<b>\$2,457.75</b>	<b>\$27,035.25</b>	

**Remittance Advice Description:**

*By signing this form the signatories warrant the Directorate has received the above mentioned goods and/or services (excluding prepayments and deposits)*

**Prepared By:**  
 Name: Hannah Stone  
 Signature:

Phone: 51382  
 Date: 13/02/2014  
 Kristie Perrin

**Authorising Officer (Financial Delegate):**  
 Name: Nic Mankis  
 Signature:

Position Number: E0055  
 Date: 13/2/14



PO Box 1716  
 FYSHWICK ACT 2609  
 Phone: 02 6280 9330  
 Fax: 02 6280 9331  
 ABN: 72 115 342 820

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

# Tax Invoice

P.O. Number	Terms	Week Ending	Due Date	Invoice No.
	14 Days	9/02/2014	23/02/2014	11449

Date	Location	Description	Time	Hours	Rate	GST	Total
9/02/2014	Multicultural Festival	Traffic Management for Multicultural Festival 2014	Quote	1.00	27,035.25	2,457.75	24,577.50

Thank you for choosing Care Traffic Services EFT: Westpac 032 721 A/C 258083

<b>Subtotal</b>	\$24,577.50
<b>GST Total</b>	\$2,457.75
<b>Total (incl GST)</b>	\$27,035.25

Perrin, Kristie

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**From:** Manikis, Nic  
**Sent:** Thursday, 13 February 2014 8:07 AM  
**To:** Perrin, Kristie  
**Cc:** Winter, Jancye  
**Subject:** Fwd: NMF

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Kristie  
Pls proceed with payments.  
Nic

Sent from my iPad

Begin forwarded message:

**From:** "Winter, Jancye" <[Jancye.Winter@act.gov.au](mailto:Jancye.Winter@act.gov.au)>  
**Date:** 13 February 2014 7:58:59 am AEDT  
**To:** "Manikis, Nic" <[NIC.MANIKIS@act.gov.au](mailto:NIC.MANIKIS@act.gov.au)>  
**Subject:** FW: NMF

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**From:** Perrin, Kristie  
**Sent:** Wednesday, 12 February 2014 2:30 PM  
**To:** Winter, Jancye; Ayoubi, Salar  
**Subject:** RE: NMF

Good Afternoon,

Seek approve to process the second 50% deposit of the NMF contracts

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](http://www.act.gov.au)

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**From:** Perrin, Kristie  
**Sent:** Wednesday, 29 January 2014 11:36 AM  
**To:** Winter, Jancye; Ayoubi, Salar  
**Subject:** NMF

Good Morning,

Just to keep you in the loop, all contracts for NMF have been signed and payment coversheets have been sent to shared services finance for payment (just waiting for payment). The next step is after the festival I will email you asking for the approval to pay the second 50% deposit.



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# SERVICES AGREEMENT

Date

28 Jan 14

Parties

AUSTRALIAN CAPITAL TERRITORY

CARE TRAFFIC SERVICES PTY LTD  
ABN 72 115 342 820

TRAFFIC MANAGEMENT SERVICES  
2014-2016 NATIONAL  
MULTICULTURAL FESTIVAL

CONTRACT NUMBER 2013.10006.210

Prepared by

Contracts and Grants Unit  
Community Services Directorate  
Nature Conservation House  
Level 1, 153 Emu Bank  
BELCONNEN ACT 2617

Ref: 171213:KP

Version

Final January 2014

# SCHEDULE 1

## CONTRACT DETAILS

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**Item 1. Contract Officers**

*See clauses 1.1 and 12.10*

For the Territory:

Senior Manager  
The 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 Adrian Dart  
Director  
Care Traffic Services Pty Ltd  
26 Geelong Street  
FYSHWICK ACT 2609

Telephone (02) 6280 9330  
Email: caretraffic@bigpond.com

**Item 2. Term**

*See clause 3*

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

**Item 3. Contract Price**

*See clause 4*

(1) Contract Price: \$108,141 (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
<b>Year One</b>	
50% or \$27,035.25	14 days prior to the event date.
50% or \$27,035.25	7 days post event date.

Year Two	
50% or \$27,035.25	14 days prior to the event date.
50% or \$27,035.25	7 days post event date.

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(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** Not applicable.  
*See clause 6*

**Item 5. Other amounts and insurance** (1) Public liability insurance: \$20 million in respect of each occurrence.  
*See clause 9.1*

(2) Worker's 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** Item 6 not used.  
*See clauses 1.1 and 7*

**Item 7. Confidential Text** Item 7 not used.  
*See clauses 1.1 and 8*

**Item 8. Grounds for confidentiality of Confidential Text** Item 8 not used.  
*See clause 8*

DATE OF THIS AGREEMENT ..... 28 Jan ..... 2014

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

)  
)  
) Signature of Territory delegate

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*[Signature]*  
.....  
Signature of witness

Nic MANIKIS  
.....  
Print name

*[Signature]*  
.....  
Print name

SIGNED by or for and on behalf of  
CARE TRAFFIC SERVICES PTY LTD  
ABN 72 115 342 820  
in the presence of:

)  
)  
) Signature of director/ authorised officer/ individual

*[Signature]*  
.....  
Signature of director/ secretary/ witness

ADRIAN DART  
.....  
Print name

*[Signature]*  
.....  
Print name

.....  
Signature of second authorised officer

.....  
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.





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28 Jan 14

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ABN 72 115 342 820**

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2014-2016 NATIONAL  
MULTICULTURAL FESTIVAL**

**CONTRACT NUMBER 2013.10006.210**

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For the Contractor:

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50% or \$27,035.25	7 days post event date.

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- (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.

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*See clause 6*

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*See clauses 1.1 and 8*

**Item 8. Grounds for confidentiality of Confidential Text** Item 8 not used.  
*See clause 8*

DATE OF THIS AGREEMENT..... 28 Jan ..... 2014

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

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Signature of witness

Nic MANIKIS Print name

Salaw Ayoubi Print name

SIGNED by or for and on behalf of CARE TRAFFIC SERVICES PTY LTD ABN 72 115 342 820 in the presence of:

Signature of director/ authorised officer/ individual

Signature of director/ secretary/ witness

ADRIAN DART Print name

Nichelle Dart Print name

Signature of second authorised officer 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.



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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**.

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**CARE TRAFFIC SERVICES PTY LTD**  
**ABN 72 115 342 820** of 26 Geelong Street Fyshwick in the Australian Capital Territory 2609 (**Contractor**).

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## BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 10006.110 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.

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**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** means all material owned by the Contractor and used

- Material** for the purpose of providing the Services, including documents information and data stored by any means. 59
- 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,

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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.

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- (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.

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## 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;

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- (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.

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- (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.

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#### **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

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### CONTRACT DETAILS

**Item 1. Contract Officers**

*See clauses 1.1 and 12.10*

For the Territory:

Senior Manager  
The 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 Adrian Dart  
Director  
Care Traffic Services Pty Ltd  
26 Geelong Street  
FYSHWICK ACT 2609

Telephone (02) 6280 9330  
Email: caretraffic@bigpond.com

**Item 2. Term**

*See clause 3*

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

**Item 3. Contract Price**

*See clause 4*

(1) Contract Price: \$108,141 (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
<b>Year One</b>	
50% or \$27,035.25	14 days prior to the event date.
50% or \$27,035.25	7 days post event date.

Year Two	
50% or \$27,035.25	14 days prior to the event date.
50% or \$27,035.25	7 days post event date.

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(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*

Not applicable.

**Item 5. Other amounts and insurance**  
*See clause 9.1*

- (1) Public liability insurance: \$20 million in respect of each occurrence.
- (2) Worker's 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

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### THE 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 engaged to provide Traffic Management Services to the 2014-2016 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.
- 2.4 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.
- 2.5 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 will be engaged to undertake the following Services:

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- (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 a date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate levels 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 join the Festival UHF radio systems, carry hand held radios and be in radio contact at all times throughout the Festival;
- (5) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (6) be required to have their own radio system separate to the Festival's radio network;
- (7) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (8) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (9) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (10) provide a comprehensive training register 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;
- (11) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to the Bump In date of each year of the Festival;
- (12) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;
- (13) hold the current Australian Industrial Relations Certificate;
- (14) carry applicable licence/s for the service and have available for daily viewing;
- (15) provide ongoing associated support throughout the Festival as needed;  
and

- (16) The Contractor must provide the Services as follows within any specified timeframes as outlined in **Attachment 1**.

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### 3.2 METHODOLOGY

The Contractor will be required to:

- (1) supply trained and licensed personnel to manage traffic control during the Festival. This includes securing road closures using barriers, directing vehicles to minimise traffic disruption and, if required, the daily placement and removal of traffic diversion cones in all areas;
- (2) managing the traffic lights conditions/appearance during the road closure periods;
- (3) liaise with Road ACT prior to the Festival;
- (4) inform the ACT residents of all traffic condition changes via local media no later than 10 days prior to the Festival;
- (5) provide and erect electronic signage seven (7) days before the Festival on all major arterials around the Civic area;
- (6) provide a written letter to all the business and residence in the affected areas informing them of the temporary changes of traffic conditions;
- (7) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises;
- (8) supply sufficient and experienced personnel with high level of customer service skills during the Festival;
- (9) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;
- (10) allow the Territory to request additional human resources to assist where necessary;
- (11) meet with the Festival Event Manager or their delegate prior to the commencement of Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager or their delegate;
- (12) provide a Project Supervisor/Manager and appropriate levels 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;
- (13) provide the Festival Event Manager or their nominated delegate at least two (2) after- hours point of contacts;
- (14) from time to time consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;
- (15) act in good faith to maintain standards of customer service and comply with all relevant health and safety Traffic management practices and legislation;
- (16) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;
- (17) have an internal Radio communication system in place which is to be available to the traffic controllers while they are on duty;
- (18) an approved traffic management map by road ACT including all the

signage requirements will be provided by the Festival Event Manger no later than 60 Working days prior to the event;

- (19) to communicate with the Festival Event Manager or their nominated delegate through the Territory's internal communication radio;
- (20) provide three (3) Variable Message Signs (VMS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate two (2) weeks before the Bump In date; and
- (21) provide 10 Road Advisory signs (RAS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate one (1) week before the Bump In date.

#### 4. TIMEFRAME

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

#### 5. REPORTING

- 5.1 The Contractor will submit the following to the Territory:
  - (1) a report on the Festival including recommendation for improvement by the 28 February each year;
  - (2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than ten (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 ten (10) working days prior to the Bump In date for each year of the Festival; and
  - (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 ten (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.

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**1.5 Survival of Item**

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

**1.6 Security**

The Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

**1.7 Licences**

The Contractor is to supply trained and licensed personnel to manage traffic control during the Festival.

**1.8 No assignment or subcontracting**

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.

**Item 2. Changes in control of Contractor**

- 2.1 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,
- 2.2 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 ..... 28 Jan ..... 2014

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

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*[Signature]*  
.....  
Signature of witness

Nic MANIKIS  
.....  
Print name

Salaw Ayoubi  
.....  
Print name

SIGNED by or for and on behalf of CARE TRAFFIC SERVICES PTY LTD )  
ABN 72 115 342 820 )  
in the presence of: )

*[Signature]*  
.....  
Signature of director/ authorised officer/ individual

*[Signature]*  
.....  
Signature of director/ secretary/ witness

ADRIAN DART  
.....  
Print name

Nichelle Dart  
.....  
Print name

.....  
Signature of second authorised officer  
.....  
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

## Road Closure Plan for the National Multicultural Festival Interchanges

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<b>Location:</b>
London CCT—Between Akuna Street and Northbourne Avenue
<b>Time and Date</b>
From 10:00 am Friday 7 <sup>th</sup> of February to 8:00 pm Sunday the 9 <sup>th</sup> February.
<b>Traffic Management Plan:</b>
2 Traffic Marshalls and including road barriers. (Northbourne Interchange)
1 Traffic Marshalls and including road barriers (Akuna Interchange)

<b>Location:</b>
London CCT—East Row
<b>Time and Date the changes will occur:</b>
From 3:00 pm Saturday the 8 <sup>th</sup> February to 6:00 pm.
<b>Traffic Management Plan:</b>
1 Traffic Marshalls and including road barriers

<b>Location:</b>
London CCT—Ainslie Place
<b>Time and Date the changes will occur:</b>
From 6:00 am Friday the 7 <sup>th</sup> February to 8:00 pm Sunday 9 <sup>th</sup> February
<b>Traffic Management Plan:</b>
1 Traffic Marshall required during the closing period.

<b>Location:</b>
London CCT—Legislative Assembly car park (short Stay)
<b>Time and Date the changes will occur:</b>
From 5:30 pm Friday the 7 <sup>th</sup> February to 5:00 pm Sunday the 9 <sup>th</sup> February.
<b>Traffic Management Plan:</b>
1 Traffic Marshall required during the closing period.

<b>Location:</b>
Alinga Street—(From East Row down towards Garema Place)
<b>Time and Date the changes will occur:</b>
From 4:00 pm Friday 7 <sup>th</sup> February to 5:00 pm Sunday 9 <sup>th</sup> February.
<b>Traffic Management Plan:</b>
1 Traffic Marshall required during the closing period.

<b>Location:</b>
Entrances to Foot Print from Bunda Street to :
<ul style="list-style-type: none"> <li>• Petrie Plaza; and</li> <li>• Garema Place</li> </ul>
<b>Time and Date the changes will occur:</b>
From 12:00 noon Friday 7 <sup>th</sup> February to Sunday 9 <sup>th</sup> February 5:00 pm.

**Traffic Management Plan:**

Barriers will be in place with appropriate signage and 1 Traffic Marshall required for each entrance point during the closing period.

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**Car Parks and Lanes****Location:**

London Cct to North Building Car park- (Canberra Museum and Gallery )

**Time and Date the changes will occur:**

From 5:00 am to 5.00pm Friday 7<sup>th</sup> February

**Traffic Management Plan:**

1 Traffic Marshall required during the closing period.

**Location:**

Tocumwal Lane (Bunda Street & Petrie Plaza)

**Time and Date the changes will occur:**

From 6:00 am Friday 7<sup>th</sup> February to 8:00 pm Sunday 9<sup>th</sup> February.

**Traffic Management Plan:**

1 Traffic Marshall required during the closing period.



**ACT**  
Government  
Community Services

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Mr Adrian Dart  
Director  
Care Traffic Services Pty Ltd  
26 Geelong Street  
FYSHWICK ACT 2609

Dear Mr Dart

**Re: Services Agreement**

Please find enclosed two (2) Service Agreements Contract Number 2013.10006.210 between Care Traffic Services Pty Ltd 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](mailto:jancye.winter@act.gov.au).

Yours Sincerely

Kristie Rerrin  
Manager  
Contracts and Grants Unit  
Community Services Directorate  
15 January 2014

**Perrin, Kristie**

---

**From:** Care Traffic [caretraffic@bigpond.com]  
**Sent:** Tuesday, 14 January 2014 8:27 PM  
**To:** Perrin, Kristie  
**Subject:** FW: Draft Services-Agreement-Traffic Mgt Services 171213  
**Attachments:** Draft Services-Agreement-Traffic Mgt Services 171213.pdf

35

Kristie, That's fine sand through the real version

Thanks

Adrian Dart

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**From:** Admin [mailto:admin@caretraffic.com.au]  
**Sent:** Tuesday, 14 January 2014 9:11 AM  
**To:** caretraffic@bigpond.com  
**Subject:** FW: Draft Services-Agreement-Traffic Mgt Services 171213

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**From:** Perrin, Kristie [mailto:Kristie.Perrin@act.gov.au]  
**Sent:** Monday, 13 January 2014 3:36 PM  
**To:** Admin  
**Subject:** Draft Services-Agreement-Traffic Mgt Services 171213

Hi Adrian,

Please find attached a draft service agreement for traffic management services for the 2014-2016 national multicultural festival for your review. If happy with the Agreement you could please get back to me by 2.00pm Thursday 16 January 2014, so I can send out hard copies for signature.

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

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](http://www.act.gov.au)

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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.

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**Perrin, Kristie**

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**From:** Perrin, Kristie  
**Sent:** Monday, 13 January 2014 3:35 PM  
**To:** 'Admin'  
**Subject:** Draft Services-Agreement-Traffic Mgt Services 171213  
**Attachments:** Draft Services-Agreement-Traffic Mgt Services 171213.pdf

34

Hi Adrian,

Please find attached a draft service agreement for traffic management services for the 2014-2016 national multicultural festival for your review. If happy with the Agreement you could please get back to me by 2.00pm Thursday 16 January 2014, so I can send out hard copies for signature.

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

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](http://www.act.gov.au)

**Perrin, Kristie**

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**From:** Winter, Jancye  
**Sent:** Monday, 13 January 2014 2:42 PM  
**To:** Perrin, Kristie  
**Cc:** Ayoubi, Salar  
**Subject:** RE: Traffic Management

33

Approved- Thank you.

Regards

Jancye Winter | Senior Manager | Operational Manager National Multicultural Festival  
**Phone 02 62053153 |**  
**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 | [www.act.gov.au](http://www.act.gov.au)

---

**From:** Perrin, Kristie  
**Sent:** Monday, 13 January 2014 2:20 PM  
**To:** Winter, Jancye  
**Subject:** Traffic Management

Hi Jancye,

Please find attached the traffic management Agreement as requested. Please note the amount has been changed to reflect two years funding not three, however the evaluation plan was for three years funding.

Cheers  
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](http://www.act.gov.au)

**Perrin, Kristie**

---

**From:** Perrin, Kristie  
**Sent:** Monday, 13 January 2014 3:09 PM  
**To:** Winter, Jancye  
**Cc:** Ayoubi, Salar  
**Subject:** RE: Traffic Management

32

Thank you Jancye,

Will send a PDF version to Adrian for review and give him a timeframe for him to get back to us by Thursday this week.

Regards  
Kristie

---

**From:** Winter, Jancye  
**Sent:** Monday, 13 January 2014 2:42 PM  
**To:** Perrin, Kristie  
**Cc:** Ayoubi, Salar  
**Subject:** RE: Traffic Management

Approved- Thank you.

Regards

Jancye Winter | Senior Manager | Operational Manager National Multicultural Festival  
Phone 02 62053153 |  
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 | [www.act.gov.au](http://www.act.gov.au)

---

**From:** Perrin, Kristie  
**Sent:** Monday, 13 January 2014 2:20 PM  
**To:** Winter, Jancye  
**Subject:** Traffic Management

Hi Jancye,

Please find attached the traffic management Agreement as requested. Please note the amount has been changed to reflect two years funding not three, however the evaluation plan was for three years funding.

Cheers  
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](http://www.act.gov.au)

**Perrin, Kristie**

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**From:** Perrin, Kristie  
**Sent:** Wednesday, 18 December 2013 11:03 AM  
**To:** Winter, Jancye; Ayoubi, Salar  
**Subject:** Draft Services-Agreement-Traffic Mgt Services 171213  
**Attachments:** Draft Services-Agreement-Traffic Mgt Services 171213.docx

3(a)

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	Winter, Jancye	Delivered: 18/12/2013 11:04 AM
	Ayoubi, Salar	Delivered: 18/12/2013 11:04 AM

Please find attached the draft service agreement for traffic management, I have highlighted areas in yellow for your review.

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](http://www.act.gov.au)



# SERVICES AGREEMENT

Date

\_\_\_\_\_

Parties

**AUSTRALIAN CAPITAL TERRITORY**

**CARE TRAFFIC SERVICES PTY LTD  
ABN 72 115 342 820**

**TRAFFIC MANGEMENT SERVICES  
2014-2016 NATIONAL  
MULTICULTURAL FESTIVAL**

**CONTRACT NUMBER 2013.10006.210**

Prepared by

Contracts and Grants Unit  
Community Services Directorate  
Nature Conservation House  
Level 1, 153 Emu Bank  
BELCONNEN ACT 2617

Ref: 171213:KP

Version

Draft December 2013

30

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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**.

**CARE TRAFFIC SERVICES PTY LTD**  
**ABN 72 115 342 820** of 26 Geelong Street Fyshwick in the Australian Capital Territory 2609 (**Contractor**).

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## BACKGROUND

- A. The Territory has undertaken a procurement process Tender Number 10006.110 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.

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**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** means all material owned by the Contractor and used

- Material** 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

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- (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;

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- (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  
The 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 Adrian Dart  
Director  
Care Traffic Services Pty Ltd  
26 Geelong Street  
FYSHWICK ACT 2609

Telephone (02) 6280 9330  
Email: caretraffic@bigpond.com

**Item 2. Term**

*See clause 3*

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

**Item 3. Contract Price**

*See clause 4*

(1) Contract Price: \$162,211.50 (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
<b>Year One</b>	
50% or \$40,552.88	14 days prior to the event date.
50% or \$40,522.88	7 days post event date.

Year Two	
50% or \$42,552.88	14 days prior to the event date.
50% or \$42,552.88	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** Not applicable.  
*See clause 6*

**Item 5. Other amounts and insurance** (1) Public liability insurance: \$20 million in respect of each occurrence.  
*See clause 9.1*

(2) Worker's 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** Item 6 not used.  
*See clauses 1.1 and 7*

**Item 7. Confidential Text** Item 7 not used.  
*See clauses 1.1 and 8*

**Item 8. Grounds for confidentiality of Confidential Text** Item 8 not used.  
*See clause 8*

## SCHEDULE 2

### THE 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 engaged to provide Traffic Management Services to the 2014-2016 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.
- 2.4 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.
- 2.5 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 will be engaged 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 a date to be agreed) to discuss the agreed plans and schedules;
- (2) provide a Project Manager and appropriate levels 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 join the Festival UHF radio systems, carry hand held radios and be in radio contact at all times throughout the Festival;
- (5) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;
- (6) be required to have their own radio system separate to the Festival's radio network;
- (7) act in good faith to maintain standards of customer service and comply with all relevant legislation;
- (8) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;
- (9) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;
- (10) provide a comprehensive training register 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;
- (11) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to the Bump In date of each year of the Festival;
- (12) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;
- (13) hold the current Australian Industrial Relations Certificate;
- (14) carry applicable licence/s for the service and have available for daily viewing; and
- (15) provide ongoing associated support throughout the Festival as needed.

- (16) The Contractor must provide the Services as follows within any specified timeframes as outlined in **Attachment 1**.

### 3.2 METHODOLOGY

The Contractor will be required to:

- (1) supply trained and licensed personnel to manage traffic control during the Festival. This includes securing road closures using barriers, directing vehicles to minimise traffic disruption and, if required, the daily placement and removal of traffic diversion cones in all areas;
- (2) managing the traffic lights conditions/appearance during the road closure periods;
- (3) liaise with Road ACT prior to the Festival;
- (4) inform the ACT residents of all traffic condition changes via local media no later than 10 days prior to the Festival;
- (5) provide and erect electronic signage seven (7) days before the Festival on all major arterials around the Civic area;
- (6) provide a written letter to all the business and residence in the affected areas informing them of the temporary changes of traffic conditions;
- (7) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises;
- (8) supply sufficient and experienced personnel with high level of customer service skills during the Festival;
- (9) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;
- (10) allow the Territory to request additional human resources to assist where necessary;
- (11) meet with the Festival Event Manager or their delegate prior to the commencement of Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager or their delegate;
- (12) provide a Project Supervisor/Manager and appropriate levels 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;
- (13) provide the Festival Event Manager or their nominated delegate at least two (2) after- hours point of contacts;
- (14) from time to time consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;
- (15) act in good faith to maintain standards of customer service and comply will all relevant health and safety Traffic management practices and

legislation;

- (16) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;
- (17) have an internal Radio communication system in place which is to be available to the traffic controllers while they are on duty;
- (18) an approved traffic management map by road ACT including all the signage requirements will be provided by the Festival Event Manager no later than 60 Working days prior to the event;
- (19) to communicate with the Festival Event Manager or their nominated delegate through the Territory's internal communication radio;
- (20) provide three (3) Variable Message Signs (VMS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate two (2) weeks before the Bump In date; and
- (21) provide 10 Road Advisory signs (RAS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate one (1) week before the Bump In date.

#### 4. TIMEFRAME

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

#### 5. REPORTING

- 5.1 The Contractor will submit the following to the Territory:
  - (1) a report on the Festival including recommendation for improvement by the 28 February each year;
  - (2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than ten (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 ten (10) working days prior to the Bump In date for each year of the Festival; and
  - (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 ten (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

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- (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 Security**

The Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

#### **1.7 Licences**

The Contractor is to supply trained and licensed personnel to manage traffic control during the Festival.

#### **1.8 No assignment or subcontracting**

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.

### **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 CARE TRAFFIC SERVICES PTY LTD ABN 72 115 342 820 in the presence of: ) Signature of director/ authorised officer/ individual

Signature of director/ secretary/ witness Print name

Signature of second authorised officer 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

## Road Closure Plan for the National Multicultural Festival Interchanges

<b>Location:</b>
London CCT–Between Akuna Street and Northbourne Avenue
<b>Time and Date</b>
From 10:00 am Friday 7 <sup>th</sup> of February to 8:00 pm Sunday the 9 <sup>th</sup> February.
<b>Traffic Management Plan:</b>
2 Traffic Marshalls and including road barriers. (Northbourne Interchange) 1 Traffic Marshalls and including road barriers (Akuna Interchange)

<b>Location:</b>
London CCT–East Row
<b>Time and Date the changes will occur:</b>
From 3:00 pm Saturday the 8 <sup>th</sup> February to 6:00 pm.
<b>Traffic Management Plan:</b>
1 Traffic Marshalls and including road barriers

<b>Location:</b>
London CCT–Ainslie Place
<b>Time and Date the changes will occur:</b>
From 6:00 am Friday the 7 <sup>th</sup> February to 8:00 pm Sunday 9 <sup>th</sup> February
<b>Traffic Management Plan:</b>
1 Traffic Marshall required during the closing period.

<b>Location:</b>
London CCT–Legislative Assembly car park (short Stay)
<b>Time and Date the changes will occur:</b>
From 5:30 pm Friday the 7 <sup>th</sup> February to 5:00 pm Sunday the 9 <sup>th</sup> February.
<b>Traffic Management Plan:</b>
1 Traffic Marshall required during the closing period.

<b>Location:</b>
Alinga Street-(From East Row down towards Garema Place)
<b>Time and Date the changes will occur:</b>
From 4:00 pm Friday 7 <sup>th</sup> February to 5:00 pm Sunday 9 <sup>th</sup> February.
<b>Traffic Management Plan:</b>
1 Traffic Marshall required during the closing period.

<b>Location:</b>
Entrances to Foot Print from Bunda Street to :
<ul style="list-style-type: none"> <li>• Petrie Plaza; and</li> <li>• Garema Place</li> </ul>
<b>Time and Date the changes will occur:</b>

From 12:00 noon Friday 7 <sup>th</sup> February to Sunday 9 <sup>th</sup> February 5:00 pm.
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<b>Traffic Management Plan:</b>
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Barriers will be in place with appropriate signage and 1 Traffic Marshall required for each entrance point during the closing period.
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### Car Parks and Lanes

<b>Location:</b>
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London Cct to North Building Car park- (Canberra Museum and Gallery )
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<b>Time and Date the changes will occur:</b>
--

From 5:00 am to 5.00pm Friday 7 <sup>th</sup> February
--

<b>Traffic Management Plan:</b>
---------------------------------

1 Traffic Marshall required during the closing period.
--

<b>Location:</b>
------------------

Tocumwal Lane (Bunda Street & Petrie Plaza)
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<b>Time and Date the changes will occur:</b>
--

From 6:00 am Friday 7 <sup>th</sup> February to 8:00 pm Sunday 9 <sup>th</sup> February.
--

<b>Traffic Management Plan:</b>
---------------------------------

1 Traffic Marshall required during the closing period.
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2

**Perrin, Kristie**

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**From:** Perrin, Kristie  
**Sent:** Monday, 16 December 2013 1:45 PM  
**To:** 'caretraffic@bigpond.com'  
**Subject:** Traffic Management Services for the 2014-2016 National Multicultural Festival  
**Attachments:** Letter of Intent - Traffic Management.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	'caretraffic@bigpond.com'	
	Winter, Jancye	Delivered: 16/12/2013 1:45 PM

Good Afternoon Adrian,

Your organisation has been identified as the preferred Tenderer for Traffic Management Services for the 2014-2016 National Multicultural Festival.

Please find attached a letter of intent. A hard copy of the Letter of Intent has been sent in the mail.

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

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](http://www.act.gov.au)

O'Keeffe, Kylie

2013/16628

**From:** kristie.perrin@act.gov.au  
**Sent:** Wednesday, 4 December 2013 11:00 AM  
**To:** Shared Services, ACT Record Services  
**Cc:** Perrin, Kristie  
**Subject:** Request for new file

**Mail from:** <http://intact/apps/RecordServices/request/>

fileType: new

closePart:

AmendTitle:

origDept: **COMMUNITY SERVICES DIRECTORATE - CSD**

origBranch: **POLICY AND ORGANISATIONAL SERVICES**

origSection: **FINANCE AND BUDGET**

origGroup: **CONTRACTS AND GRANTS UNIT**

mdb: **TVKAAA**

tvkFunction: **PROCUREMENT**

tvkActivity: **Contract Services**

sentence:

tvkSubject: none

freeText: **Community Participation Group - Care Traffic Services Pty Ltd - Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival - Contract Number 2013.10006.220**

crossRef:

class: **In-Confidence**

inConfidenceType: **Commercial**

National:

authName:

authTitle:

authDesignation:

limitedAccessOfficer:

createdBy: **Kristie Perrin**

createdByPhone: **50508**

createDate: **4/12/2013**

physicalLocation: **NCH Level 1, Belconnen**

actionOfficer:

notes:

submitted on: **4/12/2013** by: **ACTGOV\Kristie Perrin**

[Open in MSWord] to <http://intact:80/apps/RecordServices/request/Default.asp>

Len(request.Form) = 745

153-322-001 - RTA