

This is a contract for services

BETWEEN

Halo Nation Training Pty Ltd, ACN 133 724 660 (Principle)

AND

The Contractor, as specified in Schedule 1, Item 1 The Contractor (The Contractor)

1. Commencement Date

1.1. This contract commences on the date of execution.

2. Definitions and Interpretation

2.1. In this Agreement, the definitions are as follows:

Administration Fee	fees specified in "Item 6 - Administration Fees" of the Agreement.
Agreement	this Agreement and all schedules to this Agreement
Business Day	any day which is not a Saturday, Sunday or public holiday in Brisbane, Australia.
Commencement Date	the date on which this Agreement is executed by the Parties
Confidential Information	<p>any information or data of a confidential nature other than information that is in the public domain, apart from information in the public domain that has resulted from a breach of confidence by either the Contractor or the Principal. The term includes information, which is confidential for arrangement, collation or compilation of pieces of information, which, separately, are in the public domain but which are not in the public domain in the form so organised. The term means information, which is the property of or under license to either party, and includes (without limitation) any and all of the following:</p> <ul style="list-style-type: none"> (i) "Mandated Assessment Instruments" and specifically "Mandated Model Answers" provided by The State of Queensland through the Department of Justice and Attorney General or Workplace Health and Safety Queensland or other Department; (ii) "Material" described in Schedule 1 which is the subject of this agreement, in electronic or physical form, operations manuals and instructions; (iii) supplier, customer and contact lists; (iv) all information relating to financial position including its debts and liabilities, revenues and expenses, sources and uses of funds and taxation affairs; (v) marketing and sales techniques; (vi) strategies, plans and proposals for the future development, expansion, or use of the Principals' assets. (vii) any databases compiled by, or for, the Principal; and (viii) all matters reasonably incidental thereto.

GST	goods and services tax payable under A New tax System (Goods and Services tax) Act 1999 (as amended).
Intellectual Property Rights	copyright, trade mark, design, patent, semiconductor or circuit layout rights; trade or other proprietary rights, or any rights to registration of such rights created before, on or after the Commencement Date.
Partnership Agreement	the document under VQF definitions, defining the responsibilities of The Principal and Contractor
Premises	both physical premises and virtual premises
Schedule	the schedule to this Agreement
Services	the delivery of training and/or assessment to VQF standards by using the Principals Registered Training Organisation management systems.
VQF	V(ocational) E(ducation) T(raining) Quality Framework

2.2. In this Agreement:

- 2.2.1. headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- 2.2.2. words importing the singular include the plural and vice versa;
- 2.2.3. a word importing a gender includes the other gender;
- 2.2.4. a reference to a person includes all individuals, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
- 2.2.5. a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns;
- 2.2.6. a reference to a part, clause or party is a reference to a part or clause of, or a party to, this Agreement;
- 2.2.7. a reference to this Agreement includes the recitals and any schedules or attachments to this Agreement;
- 2.2.8. a reference to legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under such legislation;
- 2.2.9. if the day on which anything is to be done is not a Business Day it shall be done on the next Business Day; and
- 2.2.10. a reference to "\$" or dollars means Australian dollars and a reference to payment means payment in Australian dollars

3. Appointment

- 3.1. The Principal appoints the Contractor to provide the Services.
- 3.2. The commencement date and term of the appointment are set out in Schedule I, Item 2.

4. Services

4.1. The Contractor must:

4.1.1. perform training and assessment services for units and courses detailed in Schedule 1 Item 2 in a professional and competent manner; and

4.1.2. act in the best interests of and in accordance with the reasonable directions of the Principal.

4.2. As part of providing the Services, the Contractor must provide the equipment required to deliver and assess all assessments, including mandated assessments, as described in the requirements for the assessments.

4.3. The Contractor must provide the Services principally at agreed locations that will be notified in writing to the Principle. The Principle has the right to reject any location for any reason.

4.4. The Contractor must report to The Principal's representative specified in Schedule 1, Item 5. This person may be changed from time to time by The Principal.

4.5. High Risk Work

4.5.1. The Contractor agrees to deliver the High Risk Work services in accordance with any and all provisions and requirements as imposed by state or other government regulations in relation to High Risk Work licensing.

4.5.2. The Contractor agrees to provide to the Principle with any and all evidence of trainer or assessor currency including logbooks, letters or other evidence.

4.5.3. The Contractor agrees that Assessors will be aligned with the Principal and accredited by the Health and Safety office in the jurisdiction of work. The parties acknowledge that the aligned and nominated Trainers and Assessors may be changed from time to time, however such changes must be agreed to in writing by the Principal and the Contractor and must be documented and meet the requirements of the VQF as set out in Schedule 2.

5. Administration Fee

5.1. The Contractor must pay the Administration Fee to the Principal.

5.2. The Administration Fee shall be paid:

5.2.1. Prior to issuance of any Awards (e.g. Statement of Attainment);

5.2.2. Within 7 days of issue of invoice; and

5.2.3. by way of direct deposit into The Principal's nominated bank account, the details of which will be notified to the Contractor.

6. The Principal's obligations

6.1. During the course of this agreement the Principal will regularly audit the Contractor to ensure compliance with the Registered Training Organisation Partnership Agreement and ensure quality assurance.

6.2. The Principal will provide to the Contractor all of the necessary training and assessment material in soft copy to enable the Contractor to deliver the services under this agreement in accordance with the VQF and administrative and compliance practices adopted by RTO's.

6.3. It is the Principal's responsibility to ensure that the Principal is compliant with elements and conditions of the continuing registration.

- 6.4. The Principal will ensure the courses and services provided under this agreement are compliant with VQF requirements are set out in Schedule 2.
- 6.5. The Principal may vary the Course codes and titles and Unit of Competency codes and titles to satisfy transitional requirements as specified by VQF. Such amendments will be notified at training.gov.au (RTO 32485).

7. Staffing, health and safety

- 7.1. The Contractor is responsible for paying its employees their wages, superannuation, long service, annual and sick leave entitlements and all other employee entitlements.
- 7.2. The Contractor shall ensure its employees and subcontractors comply with:
 - 7.2.1. all applicable laws and regulations relating to safe work practices; and
 - 7.2.2. any site safety management plan or directions given by or on behalf of The Principal in relation to health, safety and environment matters.

8. Assignment and sub-contracting

- 8.1. The Contractor must not assign any rights or obligations under this Agreement without the Principal's prior written consent.
- 8.2. The Contractor may sub-contract the performance of the Services provided it obtains the Principal's prior written consent.

9. Insurance

- 9.1. The Contractor must effect and maintain the following insurance cover during the term of this Agreement:
 - 9.1.1. Public liability cover for at least \$10 million for any one occurrence;
 - 9.1.2. Workers' compensation insurance; and
 - 9.1.3. Any other insurance cover required, in writing, by the Principal.
- 9.2. The Contractor must provide evidence of its insurance cover to the Principal annually, or upon recertification or extension of this agreement..

10. Indemnity

- 10.1. The Contractor indemnifies the Principal from and against all claims, expenses or damages incurred by the Principal as a result of:
 - 10.1.1. any breach of this Agreement; or
 - 10.1.2. any negligent or wilful act or omission by the Contractor, its employees, subcontractors and agents.
- 10.2. This indemnity survives termination of this Agreement.

11. Confidentiality

- 11.1. The Contractor must keep confidential any information the Contractor acquires, peruses or develops during the course of the Contractors' appointment under this Agreement including, but not limited to, information which relates to the business operations of the Principal or any of its associated entities. The Contractor shall not disclose any such information to any other party without the Principals' consent.
- 11.2. No document, item or thing containing any Confidential Information, including without limitation, documents, notes, files, records, computer files or similar materials (except in the ordinary course of providing the Services for the Principal) may be removed from the Principals' premises without its permission.

- 11.3. Confidential Information may not be disclosed to anyone, except where required for the purpose of providing the Services. The Contractor must not disclose any Confidential Information, purposefully or inadvertently (through casual conversation), to any unauthorised person inside or outside the Principal.
- 11.4. The Contractor will not reveal any Confidential Information or material obtained in the course of providing the Services about any customer, supplier, associate or employee of The Principal, or use the Confidential Information in a way that is detrimental to the Principal's interests.
- 11.5. Without limiting the operation of any other clause in this Agreement, the Contractor acknowledges that a breach of this clause is grounds for termination of this Agreement. In circumstances where a breach of this clause results in actual or potential loss to the Principal, the Contractor may be subject to court action to restrain the disclosure of the Confidential Information and/or a claim for damages.

12. VQF Compliance

- 12.1. The Contractor is delivering nationally recognised training and assessment services on the Principals behalf. It is the Principal's responsibility to ensure that the contractor delivering training and/or assessment services complies with all aspects of the VQF Essential Standards for Registration.
- 12.2. Roles and responsibilities of both parties to ensure compliance with VQF requirements are set out in Schedule 2.
- 12.3. The Principal may end this agreement immediately if the Principal believes that the Contractors actions, or the actions of the Contractors employees, agents or subcontractors, jeopardise the Principals compliance with VQF and AQF as amended from time to time.

13. The Contractor Responsibilities:

- 13.1. Compliance with the requirements of Commonwealth and State regulatory authorities with regard to training and assessing activities.
- 13.2. Completion of the VQF Partnership Agreement.
- 13.3. Compliance with current NVR standards and prior to the commencement of training the provision of:
 - 13.3.1. Trainer and assessor current Resumes,
 - 13.3.2. Certified copies of trainer and assessor Certificate IV in Training and Assessment TAE40110, qualification/Statements of Attainment, and relevant licences,
 - 13.3.3. Trainer and assessor vocational competence map, for each qualification/unit they are training or assessing,
 - 13.3.4. Professional development plans for each member of the Contractors' staff and their respective professional development register,
 - 13.3.5. Training and assessment strategies for the Services at the contractors location.
- 13.4. The prompt submission of hard copies of all student enrolment forms, signed class attendance sheets, training and assessment records, site inductions, and student feedback forms.
- 13.5. The Contractor must provide the following equipment/items:
 - 13.5.1. Plant and relevant personal protection equipment as necessary to conduct training and assessment

14. Issuing of certification

14.1. The Principal shall issue qualifications and statements of attainment after the receipt of:

- 14.1.1. Satisfactory evidence of completion,
- 14.1.2. Payment agreed as due to The Principal,
- 14.1.3. Any other agreed conditions.

15. Termination

15.1. This Agreement may be terminated:

- 15.1.1. by either party on giving 28 days written notice of termination to the other party;
- 15.1.2. if either party fails to rectify a material breach of the terms of this Agreement within 14 days after service of a notice by the other party requiring rectification of the breach; or
- 15.1.3. upon either party entering into receivership, liquidation or any other form of insolvency administration.

16. Intellectual property

16.1. Where the provision of the Services involves the use of any intellectual property:

- 16.1.1. if the intellectual property belongs to the Contractor, the Contractor grants to The Principal a non-exclusive license to use that intellectual property during the term of this Agreement; or
- 16.1.2. if the intellectual property belongs to The Principal, The Principal grants to the Contractor a non-exclusive license to use that intellectual property for the delivery of the Services during the term of this Agreement.

17. GST

- 17.1. In this clause, words or expressions that are defined in the GST Act have the same meaning in this clause.
- 17.2. The consideration to be paid or provided for a supply made under or in connection with this Agreement includes GST.
- 17.3. Despite any other provision in this Agreement, if GST is imposed on a supply made under or in connection with this agreement then the amount payable in relation to that supply is increased by the amount of the GST, providing a tax invoice is provided to the recipient of the supply.

18. Other matters

18.1. Provisions can be severed

- 18.1.1. If a provision of this Agreement is illegal or unenforceable then that provision must be severed from this Agreement and the remaining provisions of this Agreement continue in force. If only part of a provision is illegal or unenforceable then this clause applies to that part only.

19. Notices

- 19.1. A party's address for service is the address shown in this Agreement unless the party has notified the other parties of a new address.
- 19.2. Notices under this Agreement must be given in writing and sent by facsimile, or post or delivered to the address of the recipient.

19.3. A notice is taken to be received:

19.3.1. if hand delivered, on delivery; or

19.3.2. if sent by prepaid post, three Business Days after the date of posting.

20. Applicable law

20.1. The law in force in Queensland, Australia applies to this Agreement.

21. Waiver and variation

21.1. A provision of or a right under this Agreement may not be waived or varied except in writing signed by whoever is to be bound.

22. Time of the essence

22.1. Time is of the essence of this Agreement.

23. No partnership

23.1. Nothing in this Agreement shall be construed so as to operate to place the parties in the relationship of a partnership and it is expressly agreed by the parties that the relationship constituted by the Agreement is not that of a partnership.

24. Dispute resolution

24.1. If a dispute arises between the Contractor and Principal, and the dispute is not resolved within 21 days, the matter shall be referred to a dispute resolution meeting at which The Principal's Chief Operating Officer and a senior representative of the Contractor shall be present.

24.2. If the matter remains unresolved after the dispute resolution meeting, it shall be referred for mediation to a mediator agreed by the parties within 7 days or, failing agreement, to a mediator appointed by the President of the Queensland Law Society. The costs of the mediator shall be shared equally between the parties.

Schedule 1

Item 1: The Contractor

Legal Name:	
Trading Name:	
ABN:	
Physical Address:	
Postal Address:	
Contact:	
Role:	
Contact Phone:	
Mobile:	
Email:	

Item 2: Contract Date

This Agreement will commence on the date of execution as a deed.

Expiration date:	31 December, 2015
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Item 3: Services

Refer to training.gov.au (RTO 32485) for a current listing of scope for HaloNT. This listing should be attached to this agreement as a baseline for delivery for this agreement.

Item 4: The main locations for providing the Services:

Item 5: The Principal

Name: Halo Nation Training Pty Ltd
ABN: 87 133 724 660
Physical: 8 Alex Fisher Drive, BURLEIGH HEADS, QLD 4220
Postal: PO Box 2989, BURLEIGH HEADS, QLD 4220
Contact: Evelyn Byrne
Role: Office Administrator
Ph: 1300 HALONT (1300 425 668)
Email: evelyn@halont.edu.au

Item 6: Administration Fees

Invoices issued by the Principal to the Contractor upon receipt of materials requiring processing (i.e. training and assessment materials requiring issuance of Award - e.g. Statement of Attainment).

All fees are per student for service (GST inclusive), and are subject to the receipt of a group of requests received by HaloNT for processing at the same time.

Statement of Attainment		
Administration	1 – 10 Students	11 + Students
Non-accredited single unit (incl. Working at Heights, Confined Space, Dangerous Goods, Manual Handling)	85.00 ea	75.00 ea
Accredited unit (incl. Forklift, EWP, Dogging, Rigging, Scaffolding, Crane, etc)	135.00 ea	110.00 ea
Completed Course (incl. multiple units combined in a single accreditation e.g. Standard 11)	225.00 ea	185.00 ea
Completed Certificate (e.g. Cert IV in TAE, or Cert IV in Frontline Management)	225.00 ea	185.00 ea
Statement of Attendance		
Administration	85.00 ea	
Verification of Currency		
Outside assessor	85.00 ea	
HaloNT Assessor	265.00 ea	
Pocket cards		
Laminated	10.00 ea	
Credit card type	10.00 ea	
Non accredited courses		
Administration	50.00 ea	
Other Items		
Trainee Materials (Printed) – incl. workbooks, logbooks and ancillary resource materials	25.00 per set	

Schedule 2 - VQF Compliance

The Contractor must provide to The Principal any information reasonably requested by us to ensure the Principal's compliance with VQF requirements. This may include, but not be limited to, the following:

Contractor responsibilities	Evidence
Training and assessment	
Ensure quality of training and assessment services	<ul style="list-style-type: none"> • Training and assessment strategies that are validated with input from industry, where appropriate
Ensure staff, facilities and equipment in training and assessment strategies are being used as stated	<ul style="list-style-type: none"> • Trainer/assessor observation report
Ensure trainers/assessors have necessary training and assessment competencies and relevant vocational competencies	For each trainer/assessor: <ul style="list-style-type: none"> • Certified copies of qualifications • Completed vocational competence chart

Ensure trainers/assessors continuously develop their competencies	<ul style="list-style-type: none"> • For each trainer/assessor: • Annual professional development record
Ensure assessment tools are valid, reliable, flexible and fair and assessment, including RPL, is being conducted appropriately	<ul style="list-style-type: none"> • Assessment validation report • Assessment moderation report • Completed assessment items/reports
Client services	
Provide potential clients with relevant and sufficient information about the qualification/unit prior to enrolment	<ul style="list-style-type: none"> • Marketing material, including website information
Engage workplace personnel in delivery and monitoring of training and assessment, if appropriate to program	<ul style="list-style-type: none"> • Completed workplace personnel feedback survey
Have a fair complaints and appeals process	<ul style="list-style-type: none"> • Written complaints and appeals process • Example of process being followed, if available
Provide appropriate support services to learners	<ul style="list-style-type: none"> • Stated support services available
Gain feedback from clients at end of program	<ul style="list-style-type: none"> • Completed learner/employer feedback surveys
Hold public liability insurance for the term of this agreement	<ul style="list-style-type: none"> • Current certificate of public liability insurance
Records management	
Manage records systematically	<ul style="list-style-type: none"> • Information is collected, stored and accessed as set out in written process • Data is backed up • Staff apply the records management process
Provide competency completion data at end of program/year	<ul style="list-style-type: none"> • Collated data
Continuous improvement	
Make changes from time to time that improve the Contractors training and assessment services, the Contractors client service and the Contractors records management systems	<ul style="list-style-type: none"> • Examples of changes that improve operations

Monitoring

The Principal is obliged to monitor this agreement to ensure that services being provided comply with VQF standards. Therefore, the Principal may:

- visit the Contractors premises to sight evidence
- take photocopies that become part of the Principals own records
- request information be sent to us.

Partnering

The Principal is keen to work with you to ensure good outcomes for both parties and may ask you to be involved in validation and/or professional development activities.

