



rehabilitation, hospital & home care equipment

HenryCare Network Service Provider - Supplier Standard Terms and Conditions

Version: 4 19/05/2020

HenryCare has a number of contracted clients where it has been agreed that HenryCare can engage a third party Service Provider to deliver the contracted services and product into areas throughout Australia where we have no physical presence. HenryCare does this via an Accreditation process which obligates you to conform with all contractual agreements we have with our clients. These mainly relate to response speed, completion speed and professionalism and quality of the service carried out and warranty conditions. As a Third Party Service provider you must agree to meet all terms and conditions on any HenryCare Contract with our clients. Work is provided on an individual job basis via official HenryCare work orders.

In accepting a HenryCare Work order for a job you are agreeing to the following terms and conditions.

1: Offers are made on a job by job basis

- (1.1) These [Terms & Conditions](#) form a *standing offer* under which specific contracts for services (or supplies) may be accepted by [HenryCare](#), through the following process.
- (1.2) A "HenryCare staff member" will provide the [Supplier](#) with a task requirement when there is a need for the [Services](#). The task requirement will be in the form of a written or electronically supplied HenryCare Work Order (Purchase Order). Each Work Order issued to the [Supplier](#) shall constitute a discrete contract between the parties for the [Services](#). Each discrete contract shall be subject to and incorporate the terms these [Standard Terms & Conditions](#).
- (1.3) [HenryCare](#) shall not be liable to pay the [Supplier](#) for any work which has not been requested in writing through the issue of a written HenryCare Work Order.
- (1.4) [HenryCare](#) does not bind itself to any exclusive arrangement, to order any specific quantities of the [Services](#) or to engage any quantity at all, but reserves the right to engage such quantity of the [Services](#) as may be required according to the requirements of its clients including Government and Government supported agencies such as the [DVA](#), [NDIS Enable etc](#).
- (1.5) [HenryCare](#) may, at its absolute discretion, seek to obtain via competitive quoting and engage [Services](#) similar to those offered by the [Supplier](#) from third parties, and nothing in these Terms and conditions shall give rise to any right of the [Supplier](#) to exclusively provide.
- (1.6) The [Supplier](#) agrees **not** to provide quotes to any other party, individual or corporation or accept work either as a individual contractor or in conjunction with others for minor modification or product installation work at the same location or for the same named person as that on an issued work order for a period of 12 months without the express permission of the General Manger or a Director of HenryCare. Failure to first discuss such work with HenryCare will preclude any future HenryCare work orders being issued.

2: Intellectual property rights (IPRs)

- (2.1) **[Intellectual Property]** The systems and processes by which HenryCare receives and performs its work for both commercial clients and private customers are the exclusive Intellectual property of HenryCare and ownership remains vested with HenryCare at all times. These include the contractual requirements under both Commercial clients, Government Contracts and Government supported agencies such as Department of Veterans Affairs (DVA), NDIS, Enable NSW and Aged Care packages. The relate to minor and Major Home modifications, Repairs and maintenance and product sale and hire. including but not limited to, the receiving of work from prescribers case managers etc etc, allocating work to Network service Providers and suppliers, undertaking work, providing information on the progress of jobs, reporting to and invoicing the written task prescription and communications methodologies.

- (2.2) **[HenryCare Materials]** All forms used are copyright. These systems processes and forms are called "HenryCare Material". New or additional systems, process and forms coming in to existence are also HenryCare material.
- (2.3) **[Licence granted]** HenryCare grants the supplier a licence to use HenryCare material and Intellectual property only in the performance of work offered under each specific contract.

3: Quality, best practice, safety, product and service guarantees and security standards

- (3.1) **[Quality]** The Supplier agrees that standards of workmanship are to conform with the requirements of these Terms & Conditions, the Building Code of Australia, relevant Australian or international Standards and all lawful requirements of Commonwealth, State, Territory and local legislation and subordinate regulations, ordinances, by-laws, orders and proclamations including state based electrical safety standards.
- (3.2) **[Best Practice]** The Supplier agrees to perform the Services in accordance with the standards set out in the HenryCare Requirements as published on www.henrycare.com.au. or at the standard recognised as best practice in the industry where such a standard is superior to that listed in the Requirements.
- (3.3) **[Safety]** The Supplier will comply with relevant Commonwealth, State, and Territory legislation and Clients (Commercial, Government and Government supported agencies) policy and procedures regarding occupational health and safety. This includes requirements promulgated by the Aged Care Quality Commission (ACQC) via their quality Standards. In addition you will comply with HenryCare's Work Health & Safety (WHS) policy.

The supplier agrees to produce Work Safety Methods Statements (WSMS) for any work when requested.

The supplier agrees to abide by any induction requirements including vaccinations that may be put in place by Henrycare clients and either a local of organisation wide directive.

- (3.4) **[Product and Service Guarantee]** The Supplier will guarantee all work undertaken pursuant to an authorised HenryCare work order on a particular Home modification or maintenance job including that of subcontractors engaged, and materials used will comply with all relevant and applicable building codes laws and will be able to be used in the manner intended and for the purpose intended **for a period on 24 months** or any such longer period as required by the Home Buidling Act 1989 (NSW) from the date of Service completion or Inspected installation (Home Mods).

For Commercial Clients the Guarantee period is **12 months** on labour and the manufacturers warranty applies for any materials used for either home mods or service jobs

For end users the ACCC Consumer gurantees apply.

Further more the Supplier undertakes to rectify any defects or replace items installed at their expense and within the delivery time frames any work or materials relating to work undertaken when requested by HenryCare or any of its contracted clients under this guarantee.

- (3.5) **[Security]** The Supplier warrants that personal information relating to individuals such as Enable Consumers, DVA Veterans, NDIS & Aged Care package customer beneficiaries or private individuals that become available to the supplier ie. records and data including electronic data will be protected against loss, unauthorised access, use, modification and disclosure and against other misuse including unauthorised disclosure of information by or to a third party including Non government bodies. For DVA Veterans, minimum security standards are set out in the specified sections of the DVA Protective Security Manual.

4: Operational Parameters

- (4.1) **[Electronic communication]** HenryCare keeps their clients informed of progress via client log on portals and it is essential that Network Service providers have suitable equipment to interface with our

Electronic systems so Clients can be rapidly informed of progress. HenryCare operational processes utilise almost exclusively electronic communication systems for the allocation of work, transmission of documents, progress updates, completion notification, submission of pictures, identification of items etc etc. This electronic system can be accessed either by portals and authorised log ins. You are to have a computer that is running up to date versions of operation systems and browser software.

- (4.2) **[Operational hours]** The Supplier agrees to provide service within HenryCare normal operational hours which are Monday to Friday 9:00am to 5:00pm at your standard rates. You also agree to be available to attend Urgent priority call (see definitions below) on Saturday, Sunday and Public Holidays at agreed "After" Hour rates
- (4.3) **[Provision of quotes]** The Supplier agrees not to proceed with work that is outside client approval guidelines. In these instances the supplier provides a quote for the services and materials to HenryCare - **NEVER** to the client or End user
- (4.3) **[Loan Equipment]** The Supplier agrees to provide loan equipment at no charge where the client has safety or hygiene issues that cannot be met, other than by the provision of loan equipment.

5: Home Modifications Standards of Performance

- (5.1) **[General standards]** The Supplier agrees to:
- ensure that the **Services** are performed properly and completely, including in a manner consistent with the Stated Purpose. For Private Clients and Beneficiaries of Commercial clients the stated purpose is to provide the benefit the items and or services were either requested for or specified to achieve. For DVA Veterans the Stated Purpose is to provide a Rehabilitation Appliance Service under the Rehabilitation Appliance Program (RAP) whereby entitled persons who hold a gold or white repatriation health cards are provided with aids and appliances that are "prescribed" as clinically necessary.
 - conduct itself with due care, skill, diligence and professionalism, **including** exercising decorum and courtesy when dealing with any **person**, or the property of any **person**;
 - meet obligations arising under any **Law**, **including Anti-Discrimination Laws**; and
 - comply with any **Law** (or **Commonwealth** policy) applicable to the use of or conduct at any premises, **including**
 - occupational health and safety rules (eg, a smoke-free workplace), and
 - procedures referred to in Clause 3 [Quality, best practice, safety etc], and as notified by HenryCare from time to time.
 - Premises are to be left in a clean state, all rubbish removed and all affected areas made good.
 - comply with National Code of Practice for the Construction industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (Implementation Guidelines), August 2009
 - as far as practicable in the delivery of services, take measures that result in the reduction of waste/emissions and the better use of resources.
- (5.2) **[Delivery Times]** The supplier undertakes to complete each job offered within prescribed delivery times of Two (2) Days (48 hours) for Palliative Patients, Five (5) days for Off the Shelf product installations of Personal Hygiene and Safety items (grab rails, hand showers etc) and Ten (10) days for Custom built installations for access and non Hygiene / Safety Items (hand rails, chair platforms etc) or three (3) days for items sourced from HenryCare. Failure to consistently achieve these delivery times will result your services no longer being requested.
- (5.3) **[Delivery Times - HenryCare Parts Supply]** To achieve the delivery times above where HenryCare is supplying material The supplier undertakes to visit the job site and supply a parts request or a manufacturing drawing to HenryCare within 3 days of receiving a HenryCare Work order. Items supplied by HenryCare are to be installed within 3 working days of either, their availability for jobs in the Sydney Metro Area or their receipt in Non Metro Areas. Failure to consistently achieve these delivery times will result your services no longer being requested.
- (5.4) **[Notification of Completion]** The supplier undertakes to notify both HenryCare and for DVA jobs the Prescriber (usually the OT) **within 24 hours** of completion of required tasks. Failure to carry out this provision will result in removal from the authorised supplier listing.



- (5.5) **[Product Brands]** Where **the supplier** installs off the shelf product the supplier undertakes to use only brands that have been approved by HenryCare and listed on the HenryCareWebsite. Items must be new unless specified in the work order. Each invoice is to list the brand used.
- (5.6) **[Conduct of Staff]** **The supplier** is required to take into account the general age and frailty of the our clientele including the veteran community when arranging and effecting the delivery of product and or services. When dealing with members of the veteran community all supplier personnel and their subcontractors will do so with respect, courtesy and understanding in accordance with the DVA's Service Charter. Failure to do so will result in your services no longer being requested.
- (5.7) **[Co-ordination of Installation]** **The supplier** is to co-ordinate the delivery and installation of product and or services by **contacting within 24 hours of receipt of a job**, the Private Client, the Beneficiary or in the case of a DVA job, the entitled person (Veteran), the carer and or family and the job prescriber (OT), as necessary.
- (5.8) **[Installation and Assembly of Minor Modifications]** **The supplier** is to undertake the placement and or assembly of minor modifications in the positions specified in either the HenryCare work order or the included Prescriber Specifications. All grab rails and hand rails must cover the lengths requested, but may extended to ensure secure placement to meet AS1428.1 force loading requirements. Such extension work must not impede other access and any changes to specified designs where the end user touches the rail **must be clarified with Prescribers before the work is undertaken**. Changes to attachment point designs for meeting AS1428.1 force loading requirements are at the service providers discretion. Work that will extend the scope or price of the job, must be pre authorised by HenryCare if you wish to be paid for it. Other tasks may include but not limited to,
- Entering residences of entitled persons
 - Moving existing furniture away from area to a safe and secure area
 - assembling and moving equipment to its most appropriate location.
- (5.9) **[Variation of completion Times]** **The supplier** is to advise HenryCare the entitled person and the prescriber if the nominated completion time is not going to be met within 24 hours of non compliance. An amended date for completion is to be supplied and HenryCare will advise if this is suitable. Where completion has not occurred within the specified time frames HenryCare may at its sole discretion withdraw the job offer contained on the HenryCare work order and issue it to an alternative supplier. HenryCare will make no payment to the original supplier for work carried out where the work is re-issued.
- (5.10) **[Inspection and Completion]** **The supplier** agrees that modifications may be inspected during or after completion by a HenryCare representative, an Occupational Therapist or a DVA representative for the purposes of ensuring the modification is meeting the requirements and is to the approved standards. Modifications will only be considered complete when all rubbish produced as a result of the modification has been removed and all affected areas made good and left in a clean state. In the Case of a dispute involving a Veteran the DVA is the final arbiter. Where modification have not been completed to the required standard the supplier will be required to rectify the modification at no cost to HenryCare. Should this not occur within the specified time frames HenryCare may at its sole discretion withdraw the job offer contained on the HenryCare work order and issue it to an alternative supplier. HenryCare will make no payment to the original supplier for work carried out where the work is re-issued.
- (5.11) **[Responsibility]** HenryCare relies on the **Supplier** performing to high standards and (unless HenryCare states otherwise in writing) the **Supplier** agrees that it bears ultimate responsibility for the provision of the **Services**, undiminished by other factors within the reasonable control of the Supplier, including:
- (a) the appropriateness of the efforts of any of its **Personnel**;
 - (b) the existence of a dispute or dispute resolution process, including about the exercise of any **HenryCare** discretion and any conditions imposed.

6: Repairs and Maintenance Standards of Performance

- (6.1) **[General standards]** The **Supplier** agrees to:
- ensure that the **Services** are performed properly and completely, in line with the work order requirements and for private clients / end user beneficiaries, in a manner consistent with the Stated Purpose. For Private Clients and Beneficiaries of Commercial clients the stated purpose is to provide the benefit the items and or services were either requested for or specified to achieve..
 - conduct itself with due care, skill, diligence and professionalism, **including** exercising decorum and courtesy when dealing with any **person**, or the property of any **person**;
 - meet obligations arising under any **Law, including Anti-Discrimination Laws**; and
 - comply with any **Law** (or **Commonwealth** policy) applicable to the use of or conduct at any premises, **including**
 - occupational health and safety rules (eg, a smoke-free workplace), and
 - procedures referred to in Clause 3 [Quality, best practice, safety etc], and as notified by HenryCare from time to time.
 - Premises are to be left in a clean state, all rubbish removed and all affected areas made good.
 - The services are to be supplied in normal operational hours, unless an 'after hours' service is requested
 - as far as practicable in the delivery of services, take measures that result in the reduction of waste/emissions and the better use of resources.
- (6.2) **[Response Priorities]** The **supplier** agrees to abide by the following three response priorities which will always show on jobs that have been offered. If you cannot meet the priority you must contact Henrycare Scheduling with 15 mins and advise this, so the job can be either re-assigned or re-prioritised. There are three priorities
- Urgent Priority
 - High Priority
 - Standard Priority
- (6.2) **[Contact Response Times]** The **supplier** undertakes to contact the Client and/or Customer (end user) for each job offered within prescribed delivery times according to the priority allocated on the jobs.
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|---------------------|---------------------|
| • Urgent Priority | Within one (1) hour |
| • High Priority | Within 24 hours |
| • Standard Priority | Within 24 hours |
- (6.2) **[Attendance Response Times]** The **supplier** undertakes to attend the Client and/or Customer (end user) site for each job offered within prescribed attendance response times according to the priority allocated on the jobs.
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| • Urgent Priority | Within four (4) hours |
| • High Priority | Within 24 - 48 hours |
| • Standard Priority | Within 5 working days |
- Failure to consistently achieve these delivery times will result your services no longer being requested.
- (6.3) **[Notification of Completion]** The **supplier** undertakes to notify both HenryCare using Electronic notification methods **within 2 hours** of completion of required tasks. Failure to carry out this provision will result in removal from the authorised supplier listing.
- (6.4) **[Product Brands]** Where the **supplier** installs spare parts and materials the supplier undertakes to use only brands that have been approved by HenryCare. Items must be new unless specified in the work order, but does not need to be OEM (Original Manufactures Equipment). Each invoice is to list the brand used.
- (6.5) **[Conduct of Staff]** The **supplier** is required to take into account the general age and frailty of the our clientele including the NDIS and aged care community when arranging and effecting the delivery of product and or services. When dealing with members of the HenryCare client community all supplier personnel and their subcontractors will do so with respect, courtesy and understanding in accordance with the various government service Charters such as DVA's Service Charter. Failure to do so will result in your services no longer being requested.

- (6.9) **[Variation of completion Times]** The supplier is to advise HenryCare if the nominated completion time is not going to be met within 6 business hours of non compliance. An amended date for completion is to be supplied and HenryCare will advise if this is suitable. Where completion has not occurred within the specified time frames HenryCare may at its sole discretion withdraw the job offer contained on the HenryCare work order and issue it to an alternative supplier. HenryCare will make no payment to the original supplier for work carried out where the work is re-issued.
- (6.10) **[Inspection and Completion]** The supplier agrees that work undertaken may be inspected during or after completion by a HenryCare representative, or a Client representative for the purposes of ensuring the work is meeting the requirements and is to the approved standards. Where work has not been completed to the required standard the supplier will be required to rectify the work at no cost to HenryCare. Should this not occur within the specified time frames HenryCare may at its sole discretion withdraw the job offer contained on the HenryCare work order and issue it to an alternative supplier. HenryCare will make no payment to the original supplier for work carried out where the work is re-issued.
- (6.11) **[Responsibility]** HenryCare relies on the Supplier performing to high standards and (unless HenryCare states otherwise in writing) the Supplier agrees that it bears ultimate responsibility for the provision of the Services, undiminished by other factors within the reasonable control of the Supplier, including:
- (a) the appropriateness of the efforts of any of its Personnel;
 - (b) the existence of a dispute or dispute resolution process, including about the exercise of any HenryCare discretion and any conditions imposed.

7: No employee, partner or agent status

- (7.1) **[Independent contractor]** The Supplier acknowledges that under these Terms and Conditions it invoices and gets paid to achieve specific outcomes as requested on a job by job basis, largely supplies its own Personnel , materials and equipment for delivery of the Services and bears the risks, including liability for defective work outlined in clause 3.3. Contracts for individual jobs are not intended to be “relevant contracts” under the NSW Payroll Tax Act in that we do not expect that the labour component will exceed 90 days work in any one year. Accordingly, the Supplier agrees these Terms and Conditions do not:
- (a) entitle the Supplier (or its Personnel) to employment entitlements, including annual, sick or long service leave, superannuation or workers’ compensation from HenryCare; or
 - (b) make the Supplier (or its Personnel) an employee, partner or agent of HenryCare.
- (7.2) **[Non Employer Employee Partnership relationship]** Nothing contained in any existing or subsequent agreement between the Supplier and HenryCare documented or otherwise shall constitute the relationship of an employer employee or partnership between the parties and it is the express intention of the parties that any such relationship is denied.
- (7.3) **[Not an agent without express authorisation]** The Supplier agrees to not represent itself, and agrees to ensure that its Personnel do not represent themselves, as:
- (a) being an employee or partner of either HenryCare and /or the HenryCare client such as DVA, Enable, NDIS, an Aged Care package provider, an insurance company etc, (or its Personnel).
 - (b) able to bind or represent those mentioned in a) above beyond any express authority given in writing as part of these Terms & Conditions.

8: Supplier and Subcontractor Personnel

- (8.1) **[Managing specified personnel]** The Supplier agrees to ensure that any Personnel used in the performance of service
- (a) are appropriately qualified, and of a fit and proper nature, to perform the services;
 - (b) are appropriately Licenced, to current standards, to perform the services;
 - (c) notify HenryCare if the supplier has their rights to practice cancelled

- (d) are Australian citizens or, if not, are **not illegal workers**;
- (e) are not named as an employer not currently complying with the **Equal opportunity for Women in the Work[place] act 1999**
- (f) are of suitable character and consent to conducting appropriate security or other police checks/clearances, and provide any undertakings sought **where so requested by** HenryCare or its clients.
- (g) conduct the **Services** according to these **Terms and Conditions**;
- (h) promptly notify HenryCare if they cannot meet any of the Supplier's obligations under these Terms and Conditions; and
- (i) will have access only to such official information as is required for the Personnel to perform their duties.

(8.2) **[Replacement personnel]** The **Supplier** agrees:

- (a) that **HenryCare** may require it to promptly remove **Personnel** (including any specified under **clause 6.1**) from any aspect of the **Services**;
- (b) if requested, to promptly nominate **potential** replacement **Personnel**; and
- (c) if it cannot provide **Personnel** acceptable to the **HenryCare**, **HenryCare** may cancel the Work Order and supply alternative **Personnel**.

(8.3) **[Subcontractors]** The **Supplier** may not subcontract any part of the services required without prior notification to and express approval from HenryCare. The Supplier agrees to:

- (a) notify HenryCare in the event of any subcontractors being used, and to provide details of any **subcontractor** performing tasks in relation to this **Terms & Conditions** if so requested by **HenryCare**.
- (b) notify **HenryCare** if a subcontractor has their rights to practice cancelled
- (c) are Australian citizens or, if not, are **not illegal workers**;
- (d) are not named as an employer not currently complying with the **Equal opportunity for Women in the Work[place] act 1999**
- (e) ensure the continuing suitability of subcontractors (including compliance with **Law** generally, **Anti-Discrimination Laws**, and relevant security requirements as set out in **these Terms and Conditions**).
- (f) ensure that no subcontractor restricts **HenryCare's Legal Rights**;
- (g) inform subcontractors about obligations arising under these Terms and Conditions and
- (h) properly pay or reward subcontractors under any relevant subcontract, including accounting properly for all tax-related issues.

9: Indemnity and insurance

(9.1) **[Supplier's liability]** The **Supplier** agrees to indemnify HenryCare and **any of its clients** (and its **Personnel**) against any **Loss** reasonably incurred, at any time, in relation to these **Terms and conditions**, from any **Claim**, regarding or incidental to any:

- (a) fault, **including** deficient or inaccurate information, negligence (whether involving acts or omissions) or wilful misconduct, of the **Supplier** or its **Personnel**;
- (b) complaint or **Claim** under **clause 11.2 [Complaint handling]**;
- (c) breach of **clause 12 [Privacy, confidentiality and no conflict of interests]**;
- (d) breach of **Intellectual Property Rights**, whether involving any assignment, licence or warranty under **clause 2 [IPRs]**; and
- (e) workers' compensation or other insurance payments or **Claims**, **including** for premiums or compensation paid in relation to the **Supplier** or its **Personnel**.

(9.2) **[Scope of liability]** The **Supplier's** liability under **clause 7.1 [Liability]**:

- (a) will not exceed the full amount of the relevant **Loss**; and
- (b) is reduced proportionally to the extent that **HenryCare or any of its clients** was at fault in contributing to the **Loss**; but
- (c) does not exclude any other **Legal Rights** available to **HenryCare or its clients**.

- (9.3) **[Insurance and risk management]** The [Supplier](#), in ensuring its own viability as well as to support its commitments under these [Terms and Conditions](#), agrees to:
- (a) obtain and maintain appropriate insurance from a reputable insurer, as agreed in [Insurance Requirements](#);
 - (b) promptly prove, upon request, that its insurance is current;
 - (c) enable [HenryCare](#) to communicate directly with its insurer; and
 - (d) conduct any risk management activities as agreed and identified in these [Terms and Conditions](#).

10: Insurance Requirements

- (10.1) The [Supplier](#) must maintain full levels of insurance cover to properly protect HenryCare's and its clients interests for the [Services](#). The [Supplier](#) will also be expected to comply with all relevant insurance requirements, including conducting and improving relevant risk management practices and incident notification processes.
- (10.2) Specifically, the [Supplier](#) warrants that it has, and will maintain:
- public risk/liability insurance for not less than \$10,000,000 per claim covering liability owed to another person who suffers loss or damage by reason of the [Supplier's](#) business activities;
 - workers' compensation insurance as required by State/Territory law, sufficient for any place that its relevant [Personnel](#) are involved with these [Terms & Conditions](#) or, if the [Supplier](#) is an individual, appropriate disability income insurance for illness and injury.
- (10.3) The [Supplier](#) also warrants any subcontractor used in the performance of the [services will have appropriate insurance as specified in these Terms & Conditions](#)
- (10.4) The [Supplier](#) agrees to provide copies of certificate/s of currency to the [HenryCare](#) upon request, **including details of limits on cover.**

11: Invoicing

- (11.1) **[Invoice made out to]** Any work carried out pursuant to a HenryCare WorkOrder must only be invoiced to HenryCare Pty Ltd **within 7 days of completion** of the work. No other invoice is to be issued to any other third party as a result of a HenryCare Work order. Evidence that invoices or payment demands have been issued to third parties will be grounds for immediate removal from the authorised contractor list.
- (11.2) **[Invoice a pre-requisite]** To obtain payment, the [Supplier](#) agrees to submit a complying tax invoice to the place nominated on the HenryCare work order, separately identifying labour, materials, the quantity and brand of off the shelf product used, supported by a HenryCare Work Order signed and dated by the entitled Veteran as evidence of completion.
- (11.3) **[Tax invoice]** The [Supplier](#) is registered for GST and agrees to only submit complying tax invoices separately identifying labour and materials used for each service or, where applicable, authorise a Recipient Created Tax Invoice (RCTI), complying with the A New Tax System (Goods and Services Tax) Act 1999:
- (a) in relation to goods or services that are Taxable Supplies, both GST and GST Free; and
 - (b) at the same time as submitting an invoice under clause 9.2 [Invoice a pre-requisite];
 - (c) where "Recipient Created Tax Invoice" and "Taxable Supplies" have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999.
- (11.4) **[Withholding tax]** The [Supplier](#) acknowledges that unless it provides HenryCare with its Australian Business Number, HenryCare may need to withhold tax from payments.
- (11.5) **[Discrepancies]** The [Supplier](#) agrees that HenryCare may:
- (a) check and rectify discrepancies in any payments or assistance;
 - (b) offset any overpayment against future payments; and

(c) recover, as a debt, any money owing to HenryCare (plus reasonable interest), including any outstanding prepayment amount.

- (11.6) **[Payment of Invoices]** Approved invoices are paid in a weekly batch. Payment for invoices submitted within 7 days of completion of the task is made 45 days from date of invoice receipt at HenryCare's nominated invoice reception point.

Payment for invoices received after 7 days and before 30 days from completion will be paid in the weekly payment 65 days from date of receipt.

Payment for invoices received after 30 days from completion will be at the Service Providers own risk. They may not be paid in full as the amount exceeds the client submission approval level and / or may not be paid at all if HenryCare is unable to obtain approval for payment as it exceeds the Client submission time requirements for invoice submission after completion of the job, (30 days).

12: Service Charters (DVA), APS Values and Codes of Conduct

- (12.1) **[DVA Service Charter]** The Supplier agrees to conduct all its activities in a manner consistent with DVA's Service Charter (as amended from time to time). This is available on DVA website at: <http://www.dva.gov.au/media/aboutus/charter/index.htm>.

- (12.2) **[APS Values]** The Supplier agrees to conduct all its activities in a manner consistent with the Australian Public Service (APS) Values (*Public Service Act 1999, s. 10*) or as found on the websites <http://www.apsc.gov.au/values/conductguidelines13.htm> and <http://www.finance.gov.au/publications/fmg-series/14-guidance-on-ethics-and-probity.html>. These recognise that the APS, among other things:

- *is apolitical, performing its functions in an impartial and professional manner;
- *provides a workplace that is free from discrimination and recognises and utilises the diversity of the Australian community it serves;
- *has the highest ethical standards;
- *is responsive to the Government in providing frank, honest, comprehensive, accurate and timely advice and in implementing the Government's policies and programs;
- *focuses on achieving results and managing performance; and
- *is openly accountable for its actions, within the framework of Ministerial responsibility to the Government, the Parliament and the Australian public.

- (12.3) **[APS Code of Conduct]** The Supplier agrees to conduct all its activities under these Terms & Conditions in a manner consistent with the Australian Public Service (APS) Code of Conduct (*Public Service Act 1999, s. 13*). These recognise that the APS, among other things:

- *behaves honestly and with integrity;
- *acts with care and diligence;
- *treats everyone with respect and courtesy, and without harassment;
- *complies with all applicable Australian laws;
- *maintains appropriate confidentiality about dealings with any Minister or Minister's member of staff;
- *discloses, and take reasonable steps to avoid, any conflict of interest (real or apparent);
- *uses Commonwealth resources in a proper manner;
- *does not provide false or misleading information in response to a request for information that is made for official purposes;
- *does not make improper use of inside information, in order to gain, or seek to gain, a benefit or advantage;
- *behaves in a way that upholds the APS Values and the integrity and good reputation of the APS; and
- *is at all times to behave in a way that upholds the good reputation of Australia.

13: Governmental Framework

- (13.1) **[Public impact]** The Supplier agrees to preserve the integrity and good reputation of HenryCare and any Government Clients, including when dealing with any person and the public.

- (13.2) **[Complaint handling]** If a **person** makes any complaint that may affect HenryCare or any Government client's integrity or good reputation, or if any **Claim** made against the **Supplier** relates to specific work orders issued by HenryCare the **Supplier** agrees to:
- (a) comply with any agreed complaints handling procedures issued by HenryCare from time to time, **including** any set out under **Clause 13 [Dispute Resolution]**;
 - (b) promptly notify HenryCare about the complaint or **Claim's** nature, in particular where the **Supplier** receives a complaint alleging an interference with the privacy of an individual by the **Supplier** or any of its **Personnel or subcontractor's personnel**; and
 - (c) allow **HenryCare** to intervene as it decides, **including** managing or settling the complaint or **Claim**.
- (13.3) **[Access]** The **Supplier** agrees to provide, or arrange, prompt reasonable access for "Accountable Personnel", **HenryCare** (**including** any nominated representative) and **or Government client personnel**, to:
- (a) premises where the **Services** are or were being undertaken or delivered, **including** by its **Personnel**; and
 - (b) **Material** relating to any specific job issued to the Supplier by HenryCare, wherever located, including any records and system of accounting in use connected with the **Specific Jobs**.
- (13.4) **[Informed consent]** To ensure it can meet its obligations under clause 12.3(b), especially in relation to personal information such as medical records or financial details, the **Supplier** agrees to obtain the informed consent of all relevant persons including any veterans that may be receiving services from the **Supplier**. This may be achieved by noting that the person has been made aware that information of that kind is able to be accessed by Any Government Client.
- (13.5) **[HenryCare to be involved]** If "Accountability Personnel" approach the **Supplier** directly, then the **Supplier** agrees to immediately seek directions from **HenryCare** about appropriate steps to take. For example, **Government Client** may need to raise issues such as privacy, confidentiality, security, immunity from disclosure or the need for appropriate warnings.
- (13.6) **[Definition: "Accountability Personnel"]** In **clauses 11.3 [Access]** and **11.5 [HenryCare to be involved]**, "Accountability Personnel" means an **individual** performing statutory or Parliamentary functions, **including** as authorised by the Auditor-General, the Ombudsman, the National Archives of Australia, the Privacy Commissioner, Parliament, or a Parliamentary Committee, and the Contractor acknowledges that any of these may name the **Supplier** in a public report or comment lawfully on these **Terms and Conditions**.
- (13.7) **[Allocated Official, Outsider etc]** The **Supplier** acknowledges that it, or its **Personnel**, or its **sub contractor's personnel**, may become directly subject to **Commonwealth Law**. This **includes** as an allocated "Official" under the *Financial Management and Accountability (FMA) Regulations* (being a **person** performing a financial task or procedure regarding "public money", **including** its commitment, expenditure, management or control).
- (13.8) **[Procurement reporting]** The **Supplier** acknowledges that certain details about the nature, price and **parties** to **Commonwealth** contracts must generally be gazetted and may also be described in its Annual Reports.
- (13.9) **[Administrative law]** The **Supplier** agrees to cooperate with HenryCare and the **any Government Clients** in their obligations under administrative law. This **includes** cooperation in the handling of requests for access and applications for review of decisions under the *Freedom of Information Act 1982*. It also includes cooperating in relation to procedures regarding any administrative review tribunal or as if the **Contractor** were a "Commonwealth Institution" under the *Archives Act 1983*.
- (13.11) **[Other scrutiny]** The **parties** may supplement this **clause 11** as agreed in **clause 10 [DVA Service Charter, APS values, Codes of Conduct]**.

14: Privacy and confidentiality

- (14.1) **[Privacy applies]** This clause applies when the Supplier, its personnel or Supplier Subcontractor collects or receives 'personal information' as defined in the *Privacy Act 1988* (the Privacy Act).
- (14.2) The Supplier agrees to comply with section 95C of the Privacy Act relating to disclosure of certain provisions of Commonwealth contracts.
- (14.3) The Supplier agrees not to engage, or permit or authorise its personnel or Supplier Subcontractor to engage, in any act or practice that would breach whichever of the following provisions of the Privacy Act as are applicable:
- the Information Privacy Principles under section 14;
 - the National Privacy Principles (NPPs), especially NPPs numbered 7 to 10 under section 16A and Schedule 3; or
 - an Approved Privacy Code, and
 - section 16F (direct marketing).
- (14.4) The Supplier agrees to:
- comply with policies of the Federal Privacy Commissioner, and any Government Client directions implementing the guidelines and recommendations of the Federal Privacy Commissioner, relating to the management of 'personal information';
 - cooperate with any reasonable demands or inquiries made by the Federal Privacy Commissioner; and
 - comply with Government's prohibition against trans-border flows of 'personal information' and refrain from exporting personal information without prior written approval of requesting government clients
- (14.5) The Supplier agrees to indemnify HenryCare in respect of any loss, liability or expense suffered or incurred by HenryCare arising out of or in connection with a breach of the obligations under this clause by the Supplier, its personnel or Supplier Subcontractor or any misuse of 'personal information'.
- (14.6) **[Confidential information not to be disclosed]**
- The Supplier must not, without the prior written consent of the HenryCare, disclose confidential information of the entitled person to a third party.
 - In giving written consent to the disclosure of confidential information, HenryCare may impose such conditions as it thinks fit, and the Supplier in disclosing the confidential information agrees to comply with those conditions..
- (14.7) **[Definition: Confidentiality]** In clause 12.2 **[Confidential information not to be disclosed]**, the phrase "confidential information" means:
- the information, if any, described as confidential by any Federal or State Government Acts or regulations; and
 - information that is agreed between the parties
 - in writing in accordance with clause 12.3(d), and
 - as constituting confidential information for the purposes of these Terms & Conditions.
 - [Exceptions to requirement of confidentiality]** The provisions of clauses 12.2 and 12.3 do not apply where the confidential information -
 - is required or authorised to be disclosed by law; or
 - is or becomes public knowledge other than by breach of this clause 12; or
 - is disclosed to or by the responsible Minister in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia, or relevant State or Territory Parliament, or the Australian National Audit Office (ANAO); or
 - is disclosed by the party to its Personnel solely in order to comply with obligations, or to exercise Legal Rights, under these Terms & Conditions; or
 - is shared by a specified Government Agency within within their organisation, or with another agency, where this serves the Sate or Commonwealth's legitimate interests.
 - [Additional confidential information]** The parties may agree in writing that certain additional information is to constitute confidential information for the purposes of these Terms & Conditions.



- (e) **[Period of confidentiality]** The obligations under this [clause 12](#) continue, notwithstanding the expiry or termination of these [Terms & Conditions](#).
- (i) in relation to any information which the parties agree in writing after the commencement of these [Terms & Conditions](#) is to constitute confidential information for the purposes of these [Terms & Conditions](#); or
- (ii) until such time as the confidential information becomes public knowledge or is no longer declared confidential by the party claiming the confidentiality.
- (f) **[No reduction in privacy obligations]** Nothing in this [clause 12](#) derogates from any obligation which either party may have either under the *Privacy Act* 1988 as amended from time to time, or under these [Terms & Conditions](#), in relation to the protection of personal information.

15: Dispute Resolution

- (15.1) If a dispute is not resolved the parties agree to act in good faith to endeavour to resolve the dispute using external informal dispute resolution techniques, such as mediation, expert evaluation or determination, but not arbitration.
- (15.2) In particular, the parties will act in good faith to endeavour to agree within 10 days (or a period agreed between them in writing, depending on the issue in dispute) about:
- *the dispute resolution technique and procedures to be adopted;
 - *the timetable for all steps in those procedures; and
 - *the selection and payment of the independent person required for the agreed technique.
- (15.3) If the parties cannot agree as above, then they will refer the dispute to the Australian Commercial Disputes Centre (ACDC), with the object of having the dispute settled by mediation, in which case each party will bear its own costs.
- (15.4) The Supplier agrees to manage complaints in relation to the delivery of the Service in accordance with the Requirements of these Terms and Conditions.