

Standard Suite of Contracts for Social Services - Table of Changes

Table of Changes - Service Agreement Standard Terms Version 1.1, dated 17 Feb 15				
Clause	Was	Is	Effect	Date
7.1 Your use of Funding sub-clause (b) (v)	(b) <u>'You must not, without Our prior written approval, use the Funding to:</u> (v) relieve cash flow problems in the delivery of Your other services, including any Services specified in a Funding Schedule that does not relate to the Funding or the Services, or carry out activities funded from other sources.'	deleted	Duplicated provision removed. Funding allocation and expenditure managed by other provisions.	17 Feb 15
6.2 Changes to the amount and timing of Instalments sub-clause (b)	'We will give You 5 Business Days notice of any such variation.'	'We will give You 7 Business Days notice of any such variation.'	More reasonable timeframe for period of notice given.	17 Feb 15
16.6 Aboriginal and Torres Strait Islander cultural sensitivity sub-clause (c)	'inform Us in writing about any elements derived from Indigenous cultural heritage which You incorporate into any material which You create and deliver to Us under the Service Agreement, and of any consent which You have obtained relating to the use of such elements.'	'inform Us in writing about any elements derived from Aboriginal and Torres Strait Islander cultural heritage which You incorporate into any material which You create and deliver to Us under the Service Agreement, and of any consent which You have obtained relating to the use of such elements.'	Culturally accurate language applied.	17 Feb 15

19.1 Your records and files sub-clause (a)	'You must store all records and files regarding Your use of the Funding and the delivery of the Services in secure storage for at least seven years from the expiry or termination of the Service Agreement.'	'You must store all records and files regarding Your use of the Funding and the delivery of the Services under a Funding Schedule in secure storage for at least 7 years from the expiry or termination of the Funding Schedule .'	Record and file keeping provisions clarified and dates with the relevant Funding Schedule aligned. Accurate terminology.	17 Feb 15
21.5 Relationship not to be compromised	'If You receive 50% or more of Your total income from Us, You must use Your best endeavours to ensure that Your executive officers, employees, volunteers, agents and subcontractors do not become involved in public political affairs in any circumstance where they are identifiable as Your executive officers, employees, volunteers, agents and subcontractors, such that a reasonable person would perceive that Your relationship with Us is compromised.'	deleted	Clause contrary to Government policy removed.	17 Feb 15
25 Publication of information sub-clause (g)	'the total amount of any remuneration, including non-cash benefits, paid to Your chief executive officer or equivalent person.'	deleted	Requirement for publication of executive remuneration removed.	17 Feb 15

Table of Changes – (Short Form) - Terms and Conditions Version 1.2, dated 17 Feb 15				
Clause	Was	Is	Effect	Date
8.1 GST	'The Funding is exclusive of GST. If the supply by You under the Agreement is a taxable supply and You are registered for GST, We will pay You the GST on the taxable supply at the same times as We pay the Funding.'	'The Funding is exclusive of GST. If the supply by You under the Agreement is a taxable supply and You are registered for GST, We will pay You the GST on the taxable supply at the same time as We pay the Funding.'	GST management under the Agreement more accurately accounted for.	17 Feb 15
8.2 GST	'You agree that: <ul style="list-style-type: none"> (a) We may issue You with a Recipient Created Tax Invoice ('RCTI') in respect of GST applicable to any payments of the Funding; (b) You will not issue tax invoices in respect of the taxable supplies for which We issue RCTIs; and (c) You will notify Us immediately if You cease to be registered for GST or if You cease to satisfy any of the requirements relating to RCTIs.' 	'You agree that: <ul style="list-style-type: none"> (a) We may issue You with a Recipient Created Tax Invoice ('RCTI') in respect of GST applicable to any payments of the Funding; (b) You will not issue tax invoices in respect of the taxable supplies for which We issue RCTIs; (c) You acknowledge that you are registered for GST when you enter into the Agreement. You will notify Us immediately if You cease to be registered for GST or if You cease to satisfy any of the requirements relating to RCTIs; and (d) We acknowledge that We are registered for GST. We must notify You if We cease to be registered for GST.' 	GST management under the Agreement more accurately accounted for.	17 Feb 15

2.1 Agreement	‘An Agreement (‘Agreement’) will come into existence between You and Us, comprised of the Particulars and these Terms and Conditions, when:’	‘An Agreement (‘Agreement’) will come into existence between You and Us, comprised of the Particulars and these Terms and Conditions (and including any Departures from these Terms and Conditions identified in the Particulars), when:’	Agreed ‘Departures’ within Particulars given effect.	17 Feb 15
10.1 Suspending or stopping Funding	‘We will only suspend the Funding or terminate the Agreement under this clause 10.1 after following a show cause process substantially the same as that described in clause 14 of Our ‘ <i>Service Agreement – Standard Terms</i> ’ available at hpw.qld.gov.au/SiteCollectionDocuments/ServiceAgreementStandardTerms.pdf (‘Show Cause Process’).’	‘We will only suspend the Funding or terminate the Agreement under this clause 10.1 after following a show cause process substantially the same as that described in clause 14 of Our ‘ <i>Service Agreement – Standard Terms</i> ’, available at the website at Department of Housing and Public Works Standard suite of contracts for social services or such other website as We may from time to time notify You (‘Show Cause Process’).’	Hyperlink updated.	17 Feb 15

<p>12 Notices</p>	<p>New Clause</p>	<p>'12 Notices 12.1 Any notice to be given under the Agreement must be in writing and addressed and forwarded to the relevant address and contact officer set out in the Particulars, or as otherwise notified by a party to the other. 12.2 A notice may be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent and will be deemed to be received: (a) if delivered by hand, on the date of delivery; (b) if sent by post within Australia, two business days after the date on which it was sent; (c) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the notice has been properly transmitted to the recipient; and (d) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the notice has been properly transmitted to the recipient.'</p>	<p>Standardisation delivery of notices and correspondence to achieve good Service Delivery and management of Funding allowed for.</p>	<p>17 Feb 15</p>
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12 General	12 General	13 General	Clause renumbered in its entirety, including subsequent renumbering of cross-referencing throughout document.	17 Feb 15
11 Publication of information sub-clause (f)	'the total amount of any remuneration, including non-cash benefits, paid to Your chief executive officer or equivalent person.'	deleted	Requirement for publication of executive remuneration removed.	17 Feb 15