

**INDICATIVE TERMS AND CONDITIONS FOR THE WORKREADY
HEAD AGREEMENT**

NOTE:

Where the term “Minister” is used it refers to the Minister for Industry and Skills. Where the term “Service Provider” is used it refers to a service provider which has executed a WorkReady Head Agreement with the Minister.

THIS DOCUMENT IS PROVIDED FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER CAPABLE OF ACCEPTANCE. THIS DOCUMENT IS AN INDICATIVE SAMPLE ONLY AND THE MINISTER RESERVES THE RIGHT TO MAKE FURTHER CHANGES TO THIS DOCUMENT.

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SCHEDULE

HEAD AGREEMENT PARTIES:

BACKGROUND:

- A. WorkReady is a program of the South Australian Government that is administered by the Minister and which supports a range of training, employment and skills initiatives.
- B. Under WorkReady, the Minister funds training providers and other service providers to deliver training, employment and other services.
- C. The Service Provider has applied to be a WorkReady Service Provider.
- D. This Head Agreement contains the terms and conditions on which the Minister appoints the Service Provider as a WorkReady Service Provider.
- E. WorkReady Subsidised Activities will only be required from and Subsidies will only be paid to the Service Provider in accordance with any Service Agreements executed under this Head Agreement.
- F. At the Commencement Date of this Head Agreement, there are two types of Service Agreements: the Accredited Training Service Agreement and the Employment Project Service Agreement. The Minister may create additional types of Service Agreements at its absolute discretion from time to time.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 **Business Day** means any day that is not a Saturday, Sunday or a public holiday in Adelaide, South Australia;
- 1.1.2 **Commencement Date** means the date set out in the Schedule 1;
- 1.1.3 **Direction** includes any instructions, policies, handbooks and similar documents published by the Minister in relation to this Head Agreement or a Service Agreement;
- 1.1.4 **Duress** means exerting undue influence or pressure on, or using unfair tactics against any person;
- 1.1.5 **Expiry Date** means the date set out in Schedule 1;
- 1.1.6 **Head Agreement** means this head agreement between the parties and where the context requires, includes any Service Agreements entered into under this Head Agreement;
- 1.1.7 **Inducement** means any offer, gift or other form of inducement (including but not limited to cash, prizes, vouchers, rebates, computers, tablets or other gifts) offered to a person eligible to be a Participant to encourage that person to participate in a Subsidised Activity;
- 1.1.8 **Insolvency Administration** includes:
- (a) an administrator is appointed to the Service Provider;
 - (b) the Service Provider resolves to be wound up;
 - (c) a court order is made that the Service Provider be wound up (for insolvency or otherwise);
 - (d) the Service Provider ceases to trade;
 - (e) a receiver or manager is appointed to the Service Provider;
 - (f) a liquidator or provisional liquidator of the Service Provider is appointed;
 - (g) the Service Provider enters into an arrangement with its creditors;

- (h) the Service Provider is unable to pay its debts when they are due; or
- (i) anything having a substantially similar effect to any of the events specified above happens to or in respect of the Service Provider;

if the Service Provider is an individual or partnership, without limiting (a) to (i) above, insolvency administration also includes:

- (i) the Service Provider (or a partner of the Service Provider) has committed an act of bankruptcy as contemplated by the *Bankruptcy Act 1966* (Cth);
- (ii) the court has made a sequestration order against the Service Provider's (or a partner of the Service Provider's) estate;
- (iii) a creditors' petition has been presented against the Service Provider (or a partner of the Service Provider);
- (iv) the Service Provider (or a partner of the Service Provider) has presented to the official receiver a declaration of intention to present a debtor's petition;
- (v) the Service Provider (or a partner of the Service Provider) becomes a bankrupt;
- (vi) a meeting of creditors of the Service Provider (or a partner of the Service Provider) is convened; or
- (vii) the Service Provider (or a partner of the Service Provider) lodges with its trustee a proposal to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs;

1.1.9 **Notice** means a notice or communication to be issued pursuant to this Head Agreement;

1.1.10 **Participant** means a person who is enrolled or otherwise approved to participate in a Subsidised Activity provided by the Service Provider under a Service Agreement;

1.1.11 **Place of Business** means the location nominated by the Service Provider in Schedule 1, which must be in South Australia, open during business hours and at which Participants are able to access

information and assistance relating to the Subsidised Activity in which they are participating;

- 1.1.12 **Representative** means the individuals named in Schedule 1 (or such replacement as notified from time to time in accordance with this Head Agreement) who are authorised to give and receive Notices under this Head Agreement and any Service Agreements and otherwise represent the respective party;
- 1.1.13 **Service Agreement** means a Service Agreement executed between the Minister and the Service Provider pursuant to clause 4;
- 1.1.14 **Service Agreement Event of Default** has the meaning given to it in each Service Agreement or if no meaning is provided in a Service Agreement it means an event which would give rise to a right for the Minister to terminate that Service Agreement;
- 1.1.15 **Subsidy** means the amount paid or payable to the Service Provider under a Service Agreement for Subsidised Activities delivered by the Service Provider under that Service Agreement;
- 1.1.16 **Subsidised Activity** means the training or other activities which are specified in each Service Agreement and which the Service Provider agrees to deliver upon execution of a Service Agreement;
- 1.1.17 **Term** means:
- (a) in respect of this Head Agreement, the period commencing on the Commencement Date and expiring on the Expiry Date or upon such earlier termination of this Head Agreement; and
 - (b) in respect of a Service Agreement, the period set out in that Service Agreement;
- 1.1.18 **Termination Date** means the date of termination of this Head Agreement determined in accordance with clause 13 or otherwise at law;
- 1.1.19 **Website** means the website prescribed by the Minister and notified to the Service Provider from time to time;
- 1.1.20 **WorkReady** means the program of the South Australian Government which is designed to support direct connections between training and jobs in South Australia and includes any successor programs;

1.1.21 **WorkReady Head Agreement** means an agreement on the terms determined by the Minister which allows the Minister and a service provider to enter into service agreements for the delivery of Subsidised Activities as part of WorkReady; and

1.1.22 **WorkReady Service Provider** means any Service Provider who is a party to a current WorkReady Head Agreement.

1.2 Interpretation

1.2.1 In this Head Agreement, unless a contrary intention is evident, a reference to the background, a party, clause or Schedule is a reference to the background, a party, clause or Schedule of this Head Agreement.

1.2.2 In this Head Agreement and any Service Agreement, unless a contrary intention is evident:

- (a) any word importing the plural includes the singular and vice versa;
- (b) any word importing a gender includes all other genders;
- (c) a reference to a body corporate includes a reference to natural persons or other forms of associations and vice versa;
- (d) the captions, parts, headings, section numbers and clause numbers appearing in this Head Agreement or a Service Agreement are inserted for convenience only and in no way affect the construction of this Head Agreement or the Service Agreement;
- (e) a reference to a statute includes all statutes amending, consolidating or replacing the statute;
- (f) where something is stated to take effect on a particular day, that thing will take effect immediately from 12:01 am on that day;
- (g) where something is stated to take effect a specific number of Business Days after a particular date, the date from which the thing will take effect will be determined by counting from and including the particular date specified;
- (h) the word “or” is not exclusive; and
- (i) all references to “dollars” and “\$” are to Australian Dollars.

1.3 Documents comprising this Head Agreement

This Head Agreement comprises:

- 1.3.1 this Head Agreement (excluding the Schedule attached to it);
 - 1.3.2 the Schedule;
 - 1.3.3 Service Agreements executed under this Head Agreement,
- and in resolving inconsistencies, will have priority in that order unless expressly stated otherwise in this Head Agreement or in a Service Agreement.

1.4 Background

The parties acknowledge and agree that the background is true and correct and that the background forms part of this Head Agreement.

2. TERM

- 2.1 The Term of this Head Agreement only limits the period in which new Service Agreements may be entered into under this Head Agreement.
- 2.2 The terms and conditions of this Head Agreement will continue to apply to any Service Agreement which has not expired or been terminated at the expiry or termination of this Head Agreement.

3. CONTRACT ADMINISTRATION

- 3.1 Each party will appoint a Representative to administer this Head Agreement and any Service Agreements made pursuant to this Head Agreement.
- 3.2 Each Representative has authority to:
 - 3.2.1 exercise all of the powers and functions of his or her party under this Head Agreement or any Service Agreement; and
 - 3.2.2 bind his or her party in relation to any matter arising out of or in connection with this Head Agreement or any Service Agreement.
- 3.3 The Service Provider must comply with all reasonable instructions given by the Minister's Representative.
- 3.4 Either party may change its Representative by giving written Notice to the other party.

4. **FORMATION OF SERVICE AGREEMENTS**

- 4.1 The Minister will determine the classes of Subsidised Activities which can be funded and provided under Service Agreements.
- 4.2 The Minister may from time to time during the Term of this Head Agreement publish an invitation or otherwise invite the Service Provider to deliver a Subsidised Activity. At the discretion of the Minister, and subject to the agreement of the parties, the parties may enter into a Service Agreement for the provision of the Subsidised Activity by the Service Provider.
- 4.3 Each Service Agreement will set out the terms and conditions for the delivery of the Subsidised Activity, including, but not limited to:
 - 4.3.1 the type of Subsidised Activity to be provided under the Service Agreement;
 - 4.3.2 the Subsidies payable by the Minister for the Subsidised Activity and the manner of payment; and
 - 4.3.3 the Term of the Service Agreement.
- 4.4 The Service Provider must perform the Subsidised Activity in accordance with the requirements set out in the Service Agreement.

5. **NON EXCLUSIVITY AND NO MINIMUM PAYMENTS**

- 5.1 The Service Provider acknowledges that this Head Agreement is entered into on a non-exclusive basis. The Minister may also enter into head agreements for Subsidised Activities with other service providers.
- 5.2 The execution of this Head Agreement does not provide the Service Provider with any guarantee that any Service Agreement will be executed between the parties. The Minister is not under any obligation to enter into Service Agreements with the Service Provider or pay any minimum level of Subsidies to the Service Provider.

6. **SERVICE PROVIDER WARRANTIES**

The Service Provider represents and warrants to the Minister that at all times during the Term of this Head Agreement and the Term of Service Agreements executed under this Head Agreement:

- 6.1 the Service Provider has the power to enter into this Head Agreement and Service Agreements executed under this Head Agreement;
- 6.2 the Service Provider will not contravene or breach any law or contractual arrangement or deed by which the Service Provider or any of its assets are bound;
- 6.3 there are no material facts known to the Service Provider relating to the Service Provider's financial situation which could or might affect the willingness of the Minister to enter into this Head Agreement or a Service Agreement with the Service Provider which have not been disclosed to the Minister;
- 6.4 the Service Provider has not omitted information or made representations or statements, including in any application made to enter into this Head Agreement or to enter into a Service Agreement or to deliver any Subsidised Activity, that are false or misleading relating to any information provided to the Minister for this Head Agreement or a Service Agreement;
- 6.5 the Service Provider has the appropriate authorisations, approvals, consents, licences, exemptions and meets other requirements in connection with the performance by the Service Provider of its obligations under this Head Agreement or a Service Agreement;
- 6.6 there has not been in the past nor at the time of commencement of this Head Agreement any undisclosed default by the Service Provider in the performance of any of the requirements referred to in clause 6.5;
- 6.7 the Service Provider will not enter into any Service Agreement or apply to deliver a new Subsidised Activity unless it has the capacity (or ensures that its Nominated Provider has the capacity) to deliver all Subsidised Activities that it is required to deliver under that Service Agreement, including but not limited to having adequate numbers of staff to deliver the Subsidised Activities and appropriate systems and controls in place to meet the Service Provider's obligations under this Head Agreement and all Service Agreements;
- 6.8 the Service Provider will not use any kind of Inducement or Duress to encourage a person to participate in a Subsidised Activity delivered under this Head Agreement or a Service Agreement; and
- 6.9 the Service Provider has and will maintain a Place of Business.

7. **SERVICE PROVIDER QUALITY AND PERFORMANCE**

- 7.1 The Service Provider will deliver high quality Subsidised Activities supported by and based on strong engagement with South Australian industry.
- 7.2 The Service Provider acknowledges and agrees that it:
 - 7.2.1 has in place and will at all times maintain appropriate systems and controls for the provision of Subsidised Activities to each Participant under a Service Agreement; and
 - 7.2.2 will co-operate with, and participate in, surveys by the Minister about Participant and employer satisfaction and other research or enquiries by the Minister about the performance and outcomes from the Subsidised Activities provided pursuant to this Head Agreement and Service Agreements.

8. **COMPLIANCE WITH DIRECTIONS**

- 8.1 The Minister may publish Directions from time to time for and relating to WorkReady and individual Subsidised Activities.
- 8.2 When the Minister publishes new Directions or makes changes to existing Directions:
 - 8.2.1 the Minister will notify the Service Provider of the changes and will provide the Service Provider with a copy of or a link to the new or amended Directions; and
 - 8.2.2 the new or amended Directions will take effect five (5) Business Days after the date of the Notice issued under clause 8.2.1 or such other date as specified in the Notice.
- 8.3 Any new Directions or changes to existing Directions will not apply retrospectively.
- 8.4 The Service Provider must comply with the Directions at all times during the Term of this Head Agreement and the Term of all Service Agreements executed under this Head Agreement.
- 8.5 The Service Provider acknowledges and agrees that it will ensure that it has access to and diligently monitors information published by the Minister on the Website.

9. **PUBLICATION OF INFORMATION ABOUT WORKREADY SERVICE PROVIDERS**

9.1 The Minister may publish and maintain information identifying WorkReady Service Providers and the Subsidised Activities they have been approved to deliver. The Minister may include such information as the Minister considers relevant and appropriate, including, but not limited to:

9.1.1 any subcontractors of the WorkReady Service Provider and details of subcontract arrangements;

9.1.2 details about any Service Agreements held by the Service Provider under this Head Agreement.

9.2 The Service Provider acknowledges and agrees that the Minister may publish information about the Service Provider in accordance with clause 9.1.

9.3 The Service Provider must provide the following information to the Minister for publication within ten (10) Business Days after a written request from the Minister:

9.3.1 location of Subsidised Activities being delivered by the Service Provider; and

9.3.2 availability of Subsidised Activities for Participants.

9.4 The Service Provider agrees that the Minister is not in any way responsible for the accuracy of the information published about the Service Provider and the Service Provider must, as soon as reasonably practicable by written Notice to the Minister, advise when information published about the Service Provider is incorrect.

10. **MARKETING / PROMOTION / PUBLICITY**

10.1 The Service Provider must comply with any Directions prescribed by the Minister in relation to marketing, publicising and promoting WorkReady.

10.2 The Service Provider must not engage in any misleading or deceitful marketing practices or do anything to damage or denigrate the reputation of the Minister or bring the Minister into disrepute in any way.

11. **INTELLECTUAL PROPERTY**

11.1 For the purpose of this clause:

11.1.1 **Background Intellectual Property** means Intellectual Property Rights created independently by a party to this Head Agreement relating to this Head Agreement, a Service Agreement or a Subsidised Activity;

11.1.2 **Intellectual Property Rights** means any patent, copyright, trademark, tradename, design, trade secret, know how or other form of intellectual property right whether arising before or after the execution of this Head Agreement or any Service Agreement and the right to registration of those rights; and

11.1.3 **WorkReady Materials** means any material produced by or on behalf of the Service Provider in carrying out its obligations under this Head Agreement or any Service Agreement, or using the Subsidies.

11.2 Each party grants to the other party a royalty free, worldwide, non-transferable, non-exclusive licence to use its Background Intellectual Property, for the sole purpose of this Head Agreement, all Service Agreements and to promote WorkReady during the Term of this Head Agreement, or if the term of a Service Agreement exceeds the Term of this Head Agreement then for the term of that Service Agreement.

11.3 The Service Provider:

11.3.1 warrants that its WorkReady Materials and Background Intellectual Property do not infringe the Intellectual Property Rights of any person;

11.3.2 must indemnify and keep the Minister indemnified against all costs, expenses and liabilities whatsoever arising out of or in connection with any claim that the delivery of Subsidised Activities by the Service Provider infringes the Intellectual Property Rights of any person.

11.4 The parties acknowledge and agree that any Intellectual Property Rights in the WorkReady Materials will vest on creation in the Service Provider.

11.5 The Service Provider grants to the Minister a non-exclusive, worldwide, perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and otherwise deal with the Intellectual Property Rights in the WorkReady Materials for such purposes as the Minister sees fit.

12. **INDEMNITY**

12.1 The Service Provider will indemnify and keep the Minister indemnified from and against any cost, loss, expense, claim or liability of any kind howsoever suffered or incurred by the Minister in respect of any loss of life, personal injury or disability, loss or damage to property or any other loss whatsoever arising out of:

12.1.1 any negligence or wrongful act or omission by the Service Provider, its employees, agents, or contractors in connection with or incidental to this Head Agreement or any Service Agreement; or

12.1.2 any breach of this Head Agreement or any Service Agreement by the Service Provider.

12.2 The indemnity under this clause 12 will survive the expiration or earlier termination of this Head Agreement and all Service Agreements.

13. **TERMINATION**

13.1 For the purposes of this clause:

13.1.1 **Event of Default** means:

(a) where the Service Provider:

(i) is subject to or in the reasonable opinion of the Minister is in jeopardy of becoming subject to any form of Insolvency Administration;

(ii) fails to comply with clause 6.4 or clause 14.2.2;

(iii) claims a Subsidy for services or activities which are not Subsidised Activities;

(iv) engages in any misleading or deceitful marketing practices or does anything to damage or denigrate the reputation of the Minister or bring the Minister into disrepute in any way;

(v) uses any kind of Inducement or Duress to encourage a person to participate in a Subsidised Activity delivered under this Head Agreement or a Service Agreement;

- (vi) is in breach of any other provision of this Head Agreement or any Service Agreement and, where the breach is capable of being rectified, fails to rectify such breach within twenty (20) Business Days of being notified in writing by the Minister about such breach; or
- (vii) is in breach of any other provision of this Head Agreement or any Service Agreement and such breach is incapable of being rectified; or

(b) where a Service Agreement Event of Default arises.

13.2 Effect of Event of Default

- 13.2.1 On the occurrence of any one or more of the Events of Default, the Minister may by Notice in writing to the Service Provider terminate this Head Agreement without prejudice to the rights, liabilities and obligations of either party accruing prior to the date of termination. The Notice will specify the Event of Default and the date of termination.
- 13.2.2 On receipt of a Notice under clause 13.2.1, the Service Provider must:
 - (a) cease work if specified in the Notice;
 - (b) take all available steps to minimise any loss resulting from that termination; and
 - (c) where specified in a Notice, continue work in respect of the delivery of any Subsidised Activities not affected by the Notice.
- 13.2.3 The Minister's obligations under this Head Agreement will cease on the Termination Date and the Minister may require the repayment of Subsidies paid to the Service Provider, in whole or in part, whether expended or not.
- 13.2.4 Within ninety (90) Business Days of the Termination Date, the Service Provider must provide to the Minister all outstanding reports and other documents required under this Head Agreement and any Service Agreements.

- 13.2.5 Where the Notice issued under clause 13.2.1 terminates this Head Agreement, all Service Agreements will automatically terminate upon the Termination Date, unless otherwise stated in the Notice. Where the Notice states that a specific Service Agreement is not terminated upon termination of this Head Agreement then the terms and conditions of this Head Agreement will continue to apply to that Service Agreement until the expiry or termination of that Service Agreement.

14. **GENERAL**

14.1 **Subsidies Payable**

No provision contained in this Head Agreement may be construed as creating any obligation, commitment or undertaking by the Minister to provide additional or further funding or assistance beyond that expressly provided for in a Service Agreement.

14.2 **Conflict of Interest**

- 14.2.1 The Service Provider warrants that, to the best of its knowledge and belief after making diligent inquiries, no conflict of interest exists or is likely to arise in the performance of its obligations under this Head Agreement or any Service Agreements, by itself or by any of its employees, agents, volunteers or subcontractors.

- 14.2.2 If, during the Term of this Head Agreement or of any Service Agreements, a conflict of interest arises, or appears likely to arise, the Service Provider undertakes to immediately notify the Minister in writing and to take such steps as the Minister may reasonably require to resolve or otherwise deal with the conflict.

14.3 **Entire Agreement**

This Head Agreement and any Service Agreements executed under this Head Agreement contain the entire agreement between the parties with respect to their subject matter. This Head Agreement supersedes any prior agreement, understanding or representation by the parties on the subject matter.

14.4 **Modification**

Other than as expressly provided for in this Head Agreement or a Service Agreement, any modification of this Head Agreement or a Service Agreement must be in writing and signed by each party.

14.5 **Waiver**

- 14.5.1 Any waiver of any provision of this Head Agreement or a Service Agreement is ineffective unless it is in writing and signed by the party waiving its rights.
- 14.5.2 A waiver by either party in respect of a breach of a provision of this Service Agreement by the other party is not a waiver in respect of any other breach of that or any other provision.
- 14.5.3 The failure of either party to enforce at any time any of the provisions of this Service Agreement must not be interpreted as a waiver of such provision.
- 14.5.4 Where there has been a breach by the Service Provider of its obligations under this Head Agreement or any Service Agreement and the Minister has paid Subsidies to the Service Provider for Subsidised Activities related to or impacted by the breach, such payment does not constitute acceptance or waiver of the breach by the Minister and does not limit any of the Minister's rights under this Head Agreement or the Service Agreement, or otherwise at law.

14.6 **Severance**

If any provision or part of a provision of the Head Agreement or a Service Agreement is invalid or unenforceable in any jurisdiction:

- 14.6.1 the provision must be read down for the purposes of the operation of that provision in that jurisdiction, if possible, so as to be valid and enforceable; or
- 14.6.2 if the provision cannot be read down under clause 14.6.1, it must be severed if it is capable of being severed, without affecting the remaining provisions of the Head Agreement or the Service Agreement or affecting the validity or enforceability of that provision in any other jurisdiction and the parties must consult in good faith to determine whether any amendment or substituted provision is required.

14.7 Rectification of Defects in the Head Agreement or a Service Agreement

If any provision of this Head Agreement or a Service Agreement is or becomes defective and the Minister consequently is unable to enforce any of the Service Provider's obligations under this Head Agreement or a Service Agreement and the defect is capable of remedy, the Service Provider must do all things and sign all documents which the Minister may reasonably require the Service Provider to do or sign to remedy the defect.

14.8 Survival

Without limiting clause 2.2, clauses 9 (Publication of Information about WorkReady Service Providers), 10 (Marketing / Promotion / Publicity), 11 (Intellectual Property), 12 (Indemnity) and 14.15 (Disclosure of Head Agreement and Service Agreements) survive any expiry or termination of this Head Agreement.

14.9 No Assignment

14.9.1 This Head Agreement and all Service Agreements are personal to the parties. Unless agreed by the Minister, the Service Provider must not assign, encumber or attempt to novate any of its rights and obligations under this Head Agreement or a Service Agreement.

14.9.2 For the purposes of this clause 14.9, an assignment includes but is not limited to:

- (a) an assignment or attempted novation to another legal entity;
- (b) a takeover of the Service Provider by, or merger with, another entity (including with a statutory authority);
- (c) an amalgamation with another incorporated association;
- (d) a change of either the legal or beneficial shareholding of the Service Provider; and
- (e) a change of the effective control of the ownership or management of the Service Provider.

14.10 Relationship

14.10.1 Nothing in this Head Agreement or a Service Agreement should be construed to create any fiduciary relationship between the parties or any relationship of employer and employee, principal and agent or partnership between the Minister and the Service Provider or the Service Provider's staff, employees or agents.

14.10.2 Except as expressly provided for in this Head Agreement or a Service Agreement, in their dealings with third parties, neither the Minister nor the Service Provider or any of the Service Provider's staff, employees or agents have the authority to bind the other party in any manner whatsoever, except with the prior written approval of the other party.

14.11 Governing Law & Jurisdiction

14.11.1 The laws in force from time to time in South Australia apply to this Head Agreement and any Service Agreements.

14.11.2 The courts of South Australia have exclusive jurisdiction to determine any proceedings in relation to this Service Agreement.

14.11.3 Any proceedings brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court.

14.11.4 The Service Provider undertakes not to apply to transfer any proceedings to another registry of the Federal Court.

14.12 Time of the Essence

Time is of the essence in respect of any time, date or period specified in this Head Agreement, in a Service Agreement and in any Notice served under this Head Agreement or a Service Agreement.

14.13 Compliance with Laws

The Service Provider must comply with all applicable laws (both Commonwealth and State) in the course of performing its obligations under this Head Agreement and Service Agreements, including but not limited to, the *Children's Protection Act 1993* and any other laws relating to child protection and any laws relating to information privacy.

14.14 Auditor-General

Nothing in this Head Agreement or any Service Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

14.15 Disclosure of Head Agreement and Service Agreements

14.15.1 The Minister may disclose this Head Agreement, any Service Agreement executed under this Head Agreement or information in relation to this Head Agreement or any Service Agreement executed under this Head Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

14.15.2 Nothing in this Head Agreement or a Service Agreement derogates from the Service Provider's obligations under any other provision of this Head Agreement or a Service Agreement or from the provisions of the *Freedom of Information Act 1991* (SA).

14.16 Minister Consent

Where the Service Provider requires the consent or approval of the Minister under this Head Agreement or any Service Agreement, the Minister may in its absolute discretion give or withhold consent or approval (subject to any provision in this Head Agreement or the Service Agreement to the contrary) and if giving consent or approval, the Minister may impose any condition on that consent that the Minister considers appropriate and the consent or approval of the Minister will not be effective unless it is in writing and signed.

14.17 Notices

14.17.1 Any Notice to be given or made pursuant to the provisions of this Head Agreement or any Service Agreement (including but not limited to where one party is required to "notify" the other party under a provision of this Head Agreement or a Service Agreement) must be in writing, signed by the Representative (or the party's solicitor) and issued in accordance with this clause 14.17.

14.17.2 Subject to clause 14.17.4, Notice may be served by delivery, prepaid mail or email to the address specified in the Schedule.

14.17.3 All such Notices and communication will be effective and be deemed to have been received in the following circumstances:

- (a) if delivered, on delivery;
- (b) if sent by prepaid mail, two (2) Business Days after posting;
- (c) if sent by email, at the time of receipt in accordance with the *Electronic Transactions Act 2000* (SA) if received before 5pm on a Business Day, otherwise on the next Business Day.

14.17.4 A party may change its Representative, address, telephone numbers and email address for receiving Notices by written Notice to the other party. Where a party fails to do so, a Notice issued to the party's then current Representative or address for Notices will be deemed effective under this clause.

14.18 Costs

14.18.1 Each party will pay its own costs incurred in and incidental to the preparation and execution of this Head Agreement and any Service Agreement.

14.18.2 Unless otherwise provided for in this Service Agreement, the Service Provider is responsible for all costs incurred in the performance of its obligations under this Service Agreement.

EXECUTED AS AN AGREEMENT

SCHEDULE

Head Agreement No:

ITEM 1. COMMENCEMENT DATE

This Head Agreement commences on the date this Head Agreement is executed by the last of the parties.

ITEM 2. EXPIRY DATE

Three (3) years after the Commencement Date.

ITEM 3. REPRESENTATIVES AND ADDRESS FOR NOTICES

For the Minister:

Director, Regulation and Contract Management
Department for Industry and Skills
Level 4, 11 Waymouth Street
ADELAIDE SA 5000
Email: skillscontracts@sa.gov.au

For the Service Provider:

ITEM 4. PLACE OF BUSINESS