

THE BENEVOLENT SOCIETY
A.B.N. 95 084 695 045

("The Society")

AND

("the Contractor")

RESPIRE SERVICE AGREEMENT

THE BENEVOLENT SOCIETY

On behalf of

SOUTH EAST SYDNEY CARER RESPIRE CENTRE

20 Market Street, Rockdale, NSW

Telephone: (02).....

Fax: (02)

BENEVOLENT SOCIETY OF NEW SOUTH WALES

A.B.N. 95 084 695 045

RESPIRE SERVICE AGREEMENT ("the Agreement")

THIS AGREEMENT is made the _____ day of _____ 2000
between:

1. **THE BENEVOLENT SOCIETY** of 171 Glenmore Road, Paddington, New South Wales on behalf of SOUTH EAST SYDNEY CARER RESPIRE CENTRE
("The Society")

AND

2. _____
("the Contractor")

BACKGROUND:

- A. The Society provides respite support services to Carers of frail elderly people, people with disabilities and people with chronic illness.
- B. The Society has requested the Contractor to provide the Respite Service specified in this Agreement ("Respite Service").
- C. The Society has agreed to purchase the Respite Service for the Contract Price specified in this Agreement ("Contract Price").

AGREEMENT

1. DEFINITIONS

- 1.1 In this Agreement, except in so far as the context or subject matter otherwise provides:
- 1.2 “**ACT**” means A new Tax System (Goods and Services Tax) Act 1999 and A New Tax System (Goods and Services Tax) Transition Act 1999 and any related tax impositions legislation;

“**Clients**” mean the clients of the Society who are the Primary Carers for chronically ill, disabled or elderly persons and who have requested the Society to arrange Respite Service for the chronically ill, disabled or elderly persons.

“**Commencement Date**” means the date specified in the **First Schedule**.

“**Confidential Information**” means information relating to the Society or its business (including clients lists, names, service procedures of the Society and all the Societies forms and other documents) which the Society discloses to the Contractor orally, in writing, electronically or by other means;

“**Completion Date**” means the date specified in the **First Schedule**.

“**Contract Price**” means all amounts calculated in accordance with the rates specified in the **Third Schedule**.

“**Contractor**” means the party named in the **First Schedule**.

“**Notice**” means a notice in writing given to a party in accordance with this Agreement to the address specified in the **First Schedule**.

“**Period of Agreement**” means the period specified in the **First Schedule**.

“**Respite Service**” means the service or services specified in the **Second Schedule, Form 1**.

“**Government Authority**” means:

- (a) any government or any governmental, semi-governmental or judicial entity or authority; and
- (b) any self-regulatory organisation established under legislation or by any stock exchange;

“**GST**” means any tax imposed by or through the Act on Supply (without regard to any input tax credit);

“**Procedures**” means the Societies procedures as set out in schedule 3 under the heading “Procedures” as varied by The Society from time to time;

“**Service Assignments**” means a particular requirement for the contractor to provide certain Services to Clients as notified by the Society under clause 6;

“**Supply**” means a taxable supply under the Act;

“**Taxes**” means all taxes, charges, duties and similar imposed by a government or statutory body relating to the supply and use of goods and services or otherwise arising out of this Agreement including without limitation sales tax, GST, fringe benefits tax, undistributed profits tax, withholding tax, financial institutions duty, stamp duties and any interest or penalty imposed in connection with any of the preceding items but does not include any Tax payable on the income or capital gains of the Supplier;

“**Term**” means the period specified in Schedule 1 under the heading “Term”

2. INTERPRETATION

In this Agreement unless the context otherwise requires:

- reference to a person includes, but is not limited to, an individual, corporation, partnership, body corporate, registered association and statutory authority;
- words importing the singular number include the plural number and vice versa;
- words importing one gender include every gender;
- every agreement or undertaking expressed or implied by which more than one person agrees or undertakes any obligation or derives any benefit binds or enures for the benefit of those persons jointly; and
- reference to a Schedule is a reference to a Schedule attached to this Agreement.
- all references to statutory provision (including acts, rules, regulations, orders, by-laws and ordinances) include any modification or re-enactment of such statutory provisions, whether before, on or after the date of this Agreement, for the time being in force.
- a reference to any government body, if that body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (“defunct body”) means the government body which performs most closely the functions of the defunct body;
- where a word or phrase is given a particular meaning in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning; and
- where the day on or by which anything is to be done is not a Business Day that thing must be done on or by the next Business Day.

3. DURATION OF AGREEMENT

- 3.1 This Agreement will commence on the Commencement Date and will continue for the Term unless terminated by either party in accordance with **Clause 18**, whichever is the earlier.

4. REQUEST FOR RESPITE SERVICE

- 4.1 The Respite Service which the Contractor is requested to provide is specified in the **Second Schedule, Form 1** Notice which the Society may deliver to the Contractor in accordance with **Clause 21**.
- 4.2 The Contractor may accept the Society's request for Respite Service by giving the Society a Notice in the form specified in the **Second Schedule, Form 4**.
- 4.3 On receipt by the Society of the Contractor's Notice referred to in **Clause 4.2** the Contractor is bound by the terms and conditions of this Agreement.

5. EXTENSION OF RESPITE SERVICE

- 5.1 The Contractor may continue to provide the Respite Service on behalf of the Society beyond the Period of Agreement only with the consent of the Society. The Society will give the Contractor a Notice in the form specified in the **Second Schedule, Form 2** if an extension of Respite Service is required.
- 5.2 The Contractor may accept the request for an extension of Respite Service by giving the Society a Notice in the form specified in the **Second Schedule, Form 4**.
- 5.3 On receipt by the Society of the Contractor's Notice referred to in **Clause 5.2**, the Contractor will continue to be bound by the terms and conditions of this Agreement.

6. PROVISION OF RESPITE SERVICES

- 6.1 The Contractor must perform the Respite Service in a conscientious, expeditious and professional manner.
- 6.2 Request a Criminal Record Check be carried out within one month of employment and be satisfied as to the outcome.
- 6.2 The Contractor warrants that it and its staff have the necessary skills, competency and resources to perform the Respite Service.

6.3 The Contractor may employ new staff to provide Respite Service for the Society, with the permission of the Society and in doing so the Contractor must:

- 6.3.1 check appropriate references of new staff;
- 6.3.2 orient and appropriately train all staff including on-site training and supervision where necessary;
- 6.3.3 employ staff who are competent and hold appropriate qualifications;
- 6.3.4 immediately replace staff incompatible or unacceptable to any Client;
- 6.3.5 remunerate staff in accordance with any relevant award;
- 6.3.6 ensure that staff comply with any directive or guideline imposed by The Society.

6.4 Any breach of any term of this Agreement by a member of staff of the Contractor is deemed to be a breach by the Contractor giving the Society the right to terminate this Agreement in accordance with **Clause 18.2**.

7. SPECIFIC SERVICE ASSIGNMENTS

- 7.1 The Contractor may be engaged for specific service assignments to Clients.
- 7.2 The Society will send the Contractor a Notice in the form specified in the **Second Schedule, Form 1** if a specific service assignment is required.
- 7.3 The Contractor may accept the Society's request for a specific service assignment by giving the Society a Notice in the form specified in the **Second Schedule, Form 4**.
- 7.4 On receipt by the Society of the Contractor's Notice referred to in **Clause 7.3**, the Contractor will be bound by the terms and conditions of this Agreement.
- 7.5 The Society does not warrant or guarantee the number or regularity of such specific service assignments.
- 7.6 Such specific service assignments may be cancelled by either party giving Notice to the other party in the form specified in the **Second Schedule, Form 3** provided:

8. CANCELLATION

Service Assignments can be cancelled by either the Contractor or The Society on not less than (4) hours' notice.

In the event The Society provides less than four (4) hours' notice of cancellation of any specific Service Agreement, The Society must, at the request of the Contractor, pay the Contractor a cancellation fee equivalent to 1 hour's service. If the relevant Service Agreement required the contractor to provide more than one type of service, the cancellation fee will be the equivalent of 1 hour of the service that has the highest hourly rate.

In the event that the Contractor fails to provide at least four (4) hours' notice that it is unable to provide or fulfil any specific service assignment, then the Society will be entitled to charge the Contractor a cancellation fee as set out in the **Third Schedule**. The Society will be entitled to deduct this fee from payments due or falling due to the Contractor.

9. COSTS AND EXPENSES IN THE PROVISION OF SERVICES

- 9.1 The Contractor will, at its own expense, provide itself and its employees with all necessary materials, clothing and/or equipment for the purpose of carrying out its obligations under this Agreement.
- 9.2 The Contractor will be responsible for any other charge or expense incurred in connection with the provision of Respite Service under this Agreement unless The Society agrees in writing to be responsible for the charge or expense.

10. PAYMENT FOR SERVICES

- 10.1 The Contractor must submit an invoice for payment each fortnight to The Society for Services provided in the previous fortnight.
- 10.2 The Society will pay the Contractor for the Services provided an amount calculated in accordance with the rates specified in the **Third Schedule**.
- 10.3 The Society will pay the Contractor for the Respite Service, subject to satisfactory progress and performance, within one month from the receipt by The Society of the Contractor's invoice for the work in accordance with the rates specified in the **Third Schedule**.

The Contractor will not accept any payment of other benefit in money or in kind from any person as an inducement or reward for any matter or business carried out by or on behalf of The Society under this agreement.

12. INSURANCE

- 12.1 The Contractor must take out and maintain for the duration of this Agreement with a reputable insurance company:

- 12.1.1 a comprehensive policy of public liability insurance providing a minimum cover of ten million dollars (\$10,000,000.00) in respect of its operations under this Agreement; and
 - 12.1.2 a comprehensive policy of insurance that provides protection to the Contractor's staff engaged in the provision of the Respite Service and in particular insurances required under Worker's Compensation legislation.
- 12.2 The Contractor must provide the Society with copies of the insurance policies and receipts evidencing payment of premiums at the commencement of this Agreement or whenever requested by the Society. The Society may take copies.

13. INDEMNITY

- 13.1 The Contractor must perform its duties at its sole risk and the Society will not be liable to the Contractor or its officers, staff, contractors or agents for any loss, damage, injury (which expression includes disease or illness) or death sustained by any persons or any property however caused whether as a result of or arising from negligence, breach of duty or breach of statute by the Society, its officers, staff, contractors, agents or otherwise.
- 13.2 The Contractor will be solely liable for and indemnify and hold harmless the Society, its officers, employees and agents against all liability, damage, loss, expense, costs and proceedings of any nature whatsoever arising out of or in connection with the services, duties and other obligations as a result of or arising from negligence, breach of duty or breach of statute by the Contractor, its officers, employees, agents or otherwise.
- 13.3 For the purpose of this clause, The Society shall be deemed to be acting as agent or trustee for and on behalf of and for the benefit of all persons who are or might be its officers, employees or agents from time to time and all such persons shall to this extent be deemed to be parties to this Agreement.

14. STATUS OF CONTRACTOR

- 14.1 The Contractor acknowledges that it is an independent contractor and will not under any circumstances by virtue of this Agreement or otherwise be deemed to be or hold itself out as a partner, employee or agent of The Society nor shall it be deemed that any contract of employment exists between the parties.
- 14.2 The supervision and control provisions imposed under this Agreement are intended to assist with the provision of The Society's services by independent contractors and are not intended to alter the status of the Contractor which shall remain as that of an independent Contractor.

15. NO ASSIGNMENT BY CONTRACTOR

- 15.1 The Contractor is not entitled to assign or subcontract the benefit of this Agreement.
- 15.2 The Society may assign the benefit of this Agreement. Upon such assignment the Contractor must continue to observe and perform all its obligations under this Agreement, and as soon as practicable enter into an Agreement with the assignee in the form prescribed by the Society.
- 15.3 On assignment of this Agreement, the Society will be released from any liability under this Agreement.

16. COMPLIANCE WITH STATUTORY AND OTHER REQUIREMENTS

- 16.1 The Contractor must at all times comply with all relevant statutes and governmental authorities regarding the performance of the Respite Service and indemnify the Society against all costs and liabilities in this regard.

- 16.2 The Contractor must in respect of itself and its staff pay all money due and payable as a result of the provision of the Respite Service and/or any payment made by the Society under this Agreement, including but not limited to payroll tax, PAYE tax deductions under Federal or State Income Tax Legislation, or Federal Superannuation Guarantee Levies.
- 16.3 The Contractor must at all times bear responsibility for money payable to the Contractor's employees, agents and contractors in respect of annual leave, long service leave, parent leave or other leave entitlements.

17. TAXATION

- 17.1 The Contractor, in respect of itself and its employees agrees to pay and comply with all taxes due and payable in respect of any payments received under this Agreement including but not limited to payroll tax, PAYE tax deductions or excise duties.
- 17.2 Monies payable by The Society under this Agreement are exclusive of any applicable Taxes. The Society must pay directly (if applicable) or reimburse the Contractor for any Taxes. The following additional provisions apply:
- 17.2.1 where required, the Contractor will give The Society a Tax invoice in accordance with the Act;
- 17.2.2 the Contractor must do all things reasonably necessary to assist The Society to claim any input tax credit or refund available in relation to any GST paid or payable by The Society under this clause;
- 17.2.3 the Contractor may invoice The Society for GST when the Contractor is required to remit the GST;
- 17.2.4 any GST payable by The Society under this Agreement is calculated by multiplying by the prevailing GST rate the amount of the consideration payable by The Society for the relevant Supply; and
- 17.2.5 any consideration payable by The Society in respect of a Supply after the GST begins to apply must be decreased by the amount of any corresponding reductions in other Taxes, as required under the Trade Practices Act 1974 and equivalent State and Territory legislation.

18. CONFIDENTIALITY AND TRADE RESTRAINTS

- 18.1 The Contractor acknowledges and agrees that all information supplied to it by the Society pursuant to the performance of this Agreement or which may come to the Contractor's knowledge as a consequence of the performance of the Respite Service under this Agreement concerning the business of the Society (including, but not limited to, customer lists, names, service procedures of the Society and all the Society's forms and other documents) as well as details regarding the Client or person being cared for must be kept strictly confidential and will be used by the Contractor only in connection with the performance of its obligations under this Agreement and must not be disclosed to any other party during or after the term of this Agreement.

- 18.2 The provisions of **Clause 18.1** will not apply in respect of information which:
- 18.2.1 entered the public domain otherwise than as a result of the breach by the Contractor of the provisions of this clause; or
 - 18.2.2 has otherwise become known to the Contractor; and
 - 18.2.3 in all the circumstances cannot reasonably be considered to be confidential information.
- 18.3 The Contractor must not at any time:
- 18.3.1 prejudice The Society's credibility
 - 18.3.2 in any way disparage the good name of The Society's service; and
 - 18.3.3 in any way do any act or anything that may prejudicially affect The Society.
- 18.4 The provisions of **Clauses 18.1 and 18.3** will survive termination of this Agreement.

19. TERMINATION

- 19.1 Either party may terminate this Agreement by giving 30 days Notice to the other party of its intention to do so. The termination will be effective 30 days from the date of the Notice.
- 19.2 The Society may terminate this Agreement by giving 7 days Notice to the Contractor if the Contractor defaults in the performance of any obligation under this Agreement or, if the Contractor, being a company:
- 19.2.1 goes into liquidation;
 - 19.2.2 is wound up or dissolved;
 - 19.2.3 enters into a scheme of arrangement with its creditors or any class of creditors;
 - 19.2.4 is placed under official management;
 - 19.2.5 a receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of any of its assets is appointed pursuant to the Corporations Law;
 - 19.2.6 behaves in a manner with which The Society believes to be offensive or is disruptive or detrimental to The Society's business or reputation;
 - 19.2.7 is unable to perform its duties and responsibilities under this Agreement for any reason whatsoever;
 - 19.2.8 The Society has reasonable cause to believe that the Contractor has been involved in a theft or other criminal act or physical or emotional abuse perpetrated upon the Clients.

20. CONSEQUENCES OF TERMINATION

- 20.1 Termination of this Agreement is without prejudice to any other rights or remedies which the Society may have in respect of any antecedent breach of any of the terms and conditions of this Agreement.
- 20.2 Upon termination or expiration of this Agreement, the Contractor at its own cost must return or deliver to the Society all material or property belonging to the Society, including but not limited to; Client lists, names, operating manuals of the Society and all of the Society's forms and other documents in the possession or control of the Contractor. The Contractor must not retain any copies or replicas of such material.

21. GOVERNING LAWS

- 21.1 This Agreement is governed by and will be interpreted in accordance with the laws for the time being in force in New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

22. NOTICES

- 22.1 A Notice in connection with this Agreement is to be in writing and:
- 22.1.1 may be given to either party or the party's solicitor or agent; and
 - 22.1.2 must be sent by prepaid post, ordinary post or facsimile to the address of the parties to this Agreement as set out in the **First Schedule**.
- 22.2 Unless a later time is specified in it and/or in this Agreement, a Notice takes effect from the time it is received, and is taken to be received;
- 22.2.1 if left at the address of the addressee, at the time it is left;
 - 22.2.2 in the case of a posted letter, on the third day after posting; or
 - 22.2.3 in the case of a facsimile transmission on production of a transmission report from the sender's facsimile machine indicating that a full, clear facsimile was sent to the addressee.

23. GENERAL

- 23.1 If any provision of this Agreement is held invalid by a court, that provision is deemed modified to eliminate the invalid element and, as so modified, that provision is deemed to be part of this Agreement. The remaining provisions of this Agreement will continue in full force and effect.
- 23.2 A release or waiver by the Society of any particular obligation under this Agreement will not prejudice the rights and powers of the Society under this Agreement other than as to the matter to which the release or waiver relates.
- 23.3 A release or waiver by the Society of any particular obligation under this Agreement will only be effective if a Notice is served on the Contractor
- 23.4 This Agreement constitutes the entire Agreement between the parties with respect to the matters dealt with in this Agreement and supersedes all or any prior oral or written undertakings, representations or commitments expressed or implied. The Contractor acknowledges that it has not been induced to enter this Agreement by any prior representation made in respect of this Agreement. No oral or written modification of this document will be of any force or effect unless such modification is in writing and executed by both parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

If the Contractor is an individual:

Signed by)
in the presence of:)

Signature

Print name

Signature of witness

Name of witness - please print

Address of witness

If the Contractor is a company:

Executed on behalf of)
by affixing the seal of)
to this document in accordance with its)
Constitution in the presence of:)

Signature of Director

Name of Director - please print

Signature of secretary/director)

Name of secretary/director - please print)

If the Contractor is a company without a seal:

Executed on behalf of)
By)

Signature of Director

Name of Director - please print

Signature of secretary/director)

Name of secretary/director - please print)

If the Contractor is Government funded community service:

Name of service:

Details of community service:

The full name, signature and position)
of the employee of the Service)
Authorised to enter into this Agreement:)

SIGNED for and on behalf of the Benevolent)
Society of New South Wales by)

(Signed by a Director or Senior Officer of the Society)

in the presence of:)

)

)

Signature of witness)

)

)

Name of witness - please print)

)

FIRST SCHEDULE

Society:

Name: _____

Position: _____

(Signed by a Director or Senior Officer
of the Society)

Contractor:

Name: _____

Position: _____

Respite Service Agreement:

Commencement Date: _____

Term of Agreement: **12 months**

Completion Date: _____

Address for service of Notices:

The Benevolent Society
SESCRC
PO Box 193
Bexley NSW 2207
Facsimile: 9599 0540

Contractor: _____

SECOND SCHEDULE

This schedule comprises of the following forms:

- Form 1 Request for Respite Service;
- Form 2 Request for Extension of Respite Service;
- Form 3 Cancellation of Request for Respite Service; and
- Form 4 Contractor's Acceptance of Request for Respite Service/Extension of Respite Service.

THE BENEVOLENT SOCIETY
A.B.N. 95 084 695 045
South East Sydney Carer Respite Centre

P O Box 576
Rockdale 2216

Telephone: 9599 0233
Fax: 9599 0540

REQUEST FOR RESPITE SERVICE

To: _____ ("Contractor") Fax: _____

Date: _____ Contact at SESCRC: _____

PRIMARY CARER: _____

ADDRESS: _____

TELEPHONE: (H) _____ (W) _____ (M) _____

RELATIONSHIP TO PERSON BEING CARED FOR: _____

PERSON BEING CARED FOR: _____

ADDRESS: _____

TELEPHONE: _____ DOB: _____

MEDICAL CONDITION/ NATURE OF DISABILITY OF PERSON BEING CARED FOR:

MEDICATION: _____

TO BE ADMINISTERED BY THE CONTRACTOR: YES / NO

RESPITE SERVICE REQUESTED:

TYPE EMERGENCY SHORT TERM

DETAILS OF DURATION AND TYPE OF RESPITE SERVICE REQUESTED:

NEXT OF KIN: _____ TELEPHONE: _____

RELATIONSHIP TO PERSON BEING CARED FOR: _____

LOCAL GP: _____ TELEPHONE: _____

SERVICE PROVIDER TO COMPLETE AND FAX TO SESCRC: FAX: 95990540	
Confirmation of Respite Request:	Name of Support Worker:
Date Confirmed:	

Please treat Primary Carer as the Client. Any alteration to this service as requested by the Client or Contractor must be approved by the Society beforehand, if possible where such a delay does not endanger the wellbeing of the person being cared for.

THE BENEVOLENT SOCIETY
A.B.N. 95 084 695 045
South East Sydney Carer Respite Centre

P O Box 576
Rockdale 2216

Telephone: 9599 0233
Fax: 9599 0540

**REQUEST FOR EXTENSION OF
RESPITE SERVICE**

To: _____ ("Contractor") Fax: _____

Date: _____ Contact at SESCRC: _____

PRIMARY CARER: _____

PERSON BEING CARED FOR: _____

ADDRESS: _____

TELEPHONE: _____ DOB: _____

CHANGE IN SITUATION: _____

RESPITE SERVICE REQUESTED:

TYPE EMERGENCY SHORT TERM

DETAILS OF DURATION AND TYPE OF RESPITE SERVICE REQUESTED:

TERM FOR WHICH THE SERVICES HAVE BEEN EXTENDED:

SERVICE PROVIDER TO COMPLETE AND FAX TO SESCRC: FAX: 95990540	
Confirmation of Respite Request:	Name of Support Worker:
	Date Confirmed:

Please treat Primary Carer as the Client. Any alteration to this service as requested by the Client or Contractor must be approved by the Society beforehand, if possible where such a delay does not endanger the wellbeing of the person being cared for.

FORM 3

THE BENEVOLENT SOCIETY
A.B.N. 95 084 695 045
South East Sydney Carer Respite Centre

P O Box 576
Rockdale 2216

Telephone: 9599 0233
Fax: 9599 0540

CANCELLATION OF REQUEST FOR
RESPITE SERVICE

To: _____ ("Contractor") Fax: _____

Date: _____ Contact at SESCRC: _____

RESPITE SERVICES TO BE CANCELLED:

PRIMARY CARER: _____

PERSON BEING CARED FOR: _____

ADDRESS: _____

TELEPHONE: _____ DOB: _____

DATES AND TIMES TO BE CANCELLED: _____

<u>SERVICE PROVIDER TO COMPLETE AND FAX TO SESCRC: FAX: 95990540</u>	
<u>Confirmation of Cancellation of Respite:</u>	<u>Name of Person:</u>
	<u>Date Cancelled:</u>

Please treat Primary Carer as the Client. Any alteration to this service as requested by the Client or Contractor must be approved by the Society beforehand, if possible where such a delay does not endanger the wellbeing of the person being cared for.

**CONTRACTOR'S ACCEPTANCE OF REQUEST FOR
RESPITE SERVICE/ EXTENSION OF RESPITE SERVICE**

Contractor Letterhead

To: Benevolent Society of New South Wales

PO Box 193
Bexley NSW 2207

The Respite Service will be provided by _____

A quote for this Respite Service is:

Total number of hours: _____ Cost: _____

Travel Costs: _____

Other Costs: _____
(please specify)

Total Quote: _____

Signed: _____

Date: _____

THIRD SCHEDULE

CALCULATION OF CONTRACTOR PAYMENTS:

(A) RATES OF COST OF SERVICE

to include details of:

- (1) Weekday and weekend rates per hour
- (2) Weekday and weekend penalty rates per hour
- (3) Sleepover/overnight rates per hour
- (4) 24 hour rates per hour
 - per AIN, EN, RN, Personal Care
 - respite/companionship
- (5) Travel costs _____

(B) CANCELLATION FEES (if any):

- fee to be charged by Contractor _____
- fee to be charged by the Society _____

(C) INVOICES TO BE ADDRESSED TO:

Benevolent Society of NSW
 South East Sydney Carer Respite Centre
 PO Box 193
 BEXLEY NSW 2207

(D) NOMINATED METHOD OF PAYMENT TO CONTRACTOR:

- (i) Electronic transfer Bank, BSB, Branch, A/C Number _____
- (ii) Cheque to be addressed _____
 and sent to _____

INDEX

	HEADING	PAGE No.
1.	DEFINITIONS	2
2.	REQUEST FOR RESPITE SERVICE	3
3.	DURATION OF AGREEMENT	3
4.	EXTENSION OF RESPITE SERVICE	3
5.	PROVISION OF RESPITE SERVICES.....	3
6.	SPECIFIC RESPITE SERVICE ASSIGNMENTS.....	4
7.	COSTS AND EXPENSES IN THE PROVISION OF RESPITE SERVICE	5
8.	PAYMENT FOR RESPITE SERVICE.....	5
9.	INSURANCE.....	5
10.	INDEMNITY.....	6
11.	STATUS OF CONTRACTOR.....	6
12.	NO ASSIGNMENT BY CONTRACTOR.....	6
13.	COMPLIANCE WITH STATUTORY AND OTHER REQUIREMENTS.....	6
14.	TAXATION	7
15.	CONFIDENTIALITY AND TRADE RESTRAINTS	7
16.	TERMINATION	8
17.	CONSEQUENCE OF TERMINATION	8
18.	GOVERNING LAWS.....	9
19.	NOTICES.....	9
20.	GENERAL.....	9

THE BENEVOLENT SOCIETY
A.B.N. 95 084 695 045
South East Sydney Carer Respite Centre

P O Box 576
Rockdale 2216

Telephone: 9599 0233
Fax: 9599 0540

**REQUEST FOR CHANGE OF
RESPITE SERVICE**

To: _____ ("Contractor") Fax: _____

Date: _____ Contact at SESCRC: _____

PRIMARY CARER: _____

PERSON BEING CARED FOR: _____

ADDRESS: _____

TELEPHONE: _____ DOB: _____

CHANGES TO DATES AND/OR TIMES OF RESPITE: _____

RESPITE SERVICE REQUESTED:

TYPE EMERGENCY SHORT TERM

SERVICE PROVIDER TO COMPLETE AND FAX TO SESCRC: FAX: 95990540	
Confirmation of change to Respite:	Name of Support Worker:
	Date Confirmed:

Please treat Primary Carer as the Client. Any alteration to this service as requested by the Client or Contractor must be approved by the Society beforehand, if possible where such a delay does not endanger the wellbeing of the person being cared for.