



**Self Managed Support Pty Ltd  
trading as HomeMade Support  
(HomeMade)  
and Service Provider**

**Service Provider Terms**

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**SCHEDULE 1 – COMPLIANCE OBLIGATIONS**

**SCHEDULE 2 – PERSONNEL REQUIREMENTS**

**SCHEDULE 3 – SERVICE PROVIDER INFORMATION**

**SCHEDULE 4 – CUSTOMER CONTRACT REQUIREMENTS**

## **SERVICE PROVIDER TERMS**

### **Recitals**

- A HomeMade is a registered provider under the *Aged Care Act 2025* (Cth).
- B The Service Provider delivers home care services, goods and / or services to home care participants and has represented to HomeMade that it is able to provide these to HomeMade's Customers.
- C HomeMade and the Service Provider have agreed that the Service Provider will provide the agreed Services to the Customer in accordance with the terms and conditions of these Terms and the Customer's Care Plan.

### **Schedules**

The following schedules form part of these Terms:

**Schedule 1** – Compliance Requirements

**Schedule 2** – Personnel Requirements

**Schedule 3** – Service Provider Information

**Schedule 4** – Customer Contract Requirements

## **IT IS AGREED**

### **1 INTERPRETATION AND DEFINITIONS**

#### **1.1 Interpretation**

In these Terms, unless the context otherwise requires:

- (a) words and phrases used have the meanings set out in clause 1.2;
- (b) a reference to:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) any contract (including these Terms) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (iv) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (v) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (vi) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (vii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
  - (viii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
  - (ix) money (including '\$', 'AUD' or 'dollars') is to Australian currency;
  - (x) time is to time in the Territory;
- (c) unless expressly stated, no party enters into these Terms as agent for any other person (or otherwise on their behalf or for their benefit);
- (d) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;

- (e) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (f) headings and the table of contents are for convenience only and do not form part of these Terms or affect its interpretation;
- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;
- (i) where there are two or more persons in a party each are bound jointly and severally; and
- (j) a provision of these Terms must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms or the inclusion of the provision in these Terms.

## 1.2 Definitions

In these Terms:

**Aged Care Code of Conduct** means the code of conduct that applies to Aged Care Workers, Responsible Persons and registered providers under Part 5 of Chapter 1 of the *Aged Care Rules 2025* (Cth) as amended or replaced from time to time;

**Aged Care Laws** means the *Aged Care Act 2024* (Cth), the *Aged Care Rules 2025* (Cth) and any associated regulations, principles and rules as amended or replaced from time to time;

**Aged Care Worker** has the meaning in the *Aged Care Act 2024* (Cth);

**Aged Care Clearance Decision** means a decision under the *Aged Care Act 2024* (Cth) that a person seeking to work with individuals accessing funded aged care services does not pose a risk to those individuals;

**Aged Care Exclusion Decision** means a decision under the *Aged Care Act 2024* (Cth) that a person seeking to work with individuals accessing funded aged care services poses a risk to such individuals;

**AHPRA** means the Australian Health Practitioner Regulation Agency;

**Applicable Laws** means:

- (a) the Aged Care Laws;
- (b) for Goods generally, all laws relating to the sale, possession, delivery use or maintenance of the Goods, including registration and licencing requirements, if any;

- (c) for Services generally, all laws relating to the delivery of the Services;
- (d) all occupational and/or workplace health and safety laws that apply in the Relevant Jurisdiction; and
- (e) any other laws applicable to the provision of the Goods and/or Services, as amended or replaced from time to time;

**Associated Provider** has the meaning given in the *Aged Care Act 2024* (Cth);

**Australian Privacy Principles** means the Australian privacy principles set out in the Privacy Act;

**Banning Order** means an order made by a relevant regulator banning a person or entity from engaging in funded aged care services, including an order made under sections 497 and 498 of the *Aged Care Act 2024* (Cth) and includes an NDIS Banning Order;

**Business Day** means any day other than Saturdays, Sundays and public holidays in the Relevant Jurisdiction;

**Business Hours** means 9am to 5pm on a Business Day;

**Care Plan** means the care and services plan developed by HomeMade with each Customer;

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising;

**Customer** means any Customer of HomeMade to whom the Service Provider provides the Goods and/or Services;

**Customer Contract** means the arrangement under which the Customer (or HomeMade on the Customer's behalf) engages the Service Provider directly for the provision of Goods and/or Services;

**Customer Contract Requirements** means the aspects that must be agreed between the Customer (or HomeMade on the Customer's behalf) and the Service Provider in the Customer Contract, as set out in Schedule 4;

**Clinical Service Standards** means any clinical service standards or clinical service delivery requirements set out in policies communicated by HomeMade to the Service Provider;

**Commencement Date** means the date these Terms are accepted by the Service Provider or the Service Provider begins providing Goods and / or Services to a Customer under these Terms;

**Compliance Requirements** means the requirements specified as the compliance requirements in Schedule 1 and any other requirements reasonably notified by HomeMade to the Service Provider;

**Confidential Information** means any information disclosed by a party to the other party in connection with these Terms, including information about a party's business or affairs and any Customer details;

**Conflict of Interest** means a conflict of interest, whether actual or potential, arising through the Service Provider engaging in any activity or obtaining any interest that is likely to or interfere with the Service Provider in providing the Goods and/or Services fairly and independently;

**Data Breach** has the meaning given in clause 13.2(a);

**Defective Goods** has the meaning given in clause 6.3;

**Expiry Date** means the date two years from the Commencement Date, unless otherwise agreed between the parties;

**Goods and/or Services** means the goods and/or services to be provided by the Service Provider to a Customer under a Customer Contract and these Terms and as set out in the Service Provider Portal;

**GST** has the meaning given to that term in the GST Law and includes any amounts imposed as additional tax, penalty tax, fine, interest or other charge payable in respect of GST;

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) including any regulations under that Act;

**Intellectual Property Rights** means all intellectual property rights and interests throughout the world and all associated goodwill, whether present or future, whether registered or unregistered, including patents, copyright, registered designs, trade or service marks, company and business names, Confidential Information and any application or right to apply for registration of the same;

**Loss** means all loss, liability, damage, claims, injury (including disease or illness), death, expense (including legal expenses) or cost;

**Materials** means any material in whatever form (including copies of such material) including any information, software, source code, documented methodology or process and other documentation (including books, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions), in connection with these Terms;

**Modern Slavery** has the meaning given in the *Modern Slavery Act 2018* (Cth);

**NDIS** means the National Disability Insurance Scheme;

**NDIS Banning Order** has the meaning given in the *Aged Care Act 2024* (Cth);

**NDIS Clearance Decision** has the meaning given in the *National Disability Insurance Scheme Act 2013* (Cth) for the term "clearance decision";

**NDIS Exclusion Decision** has the meaning given in the *National Disability Insurance Scheme Act 2013* (Cth) for the term "exclusion decision";

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth);

**Personnel** means directors, officers, employees, agents or sub-agents, contractors or sub-contractors of the Service Provider and includes the Service Provider if they are providing the Goods and/or Services;

**Personnel Requirements** means the requirements set out in Schedule 2;

**Police Certificate**, for a person, means a report about a person's criminal conviction record prepared by:

- (a) the Australian Federal Police; or
- (b) the Australian Criminal Intelligence Commission; or
- (c) an agency accredited by the Australian Criminal Intelligence Commission; or
- (d) the police force or police service of a State or Territory,

which is not more than 3 years old;

**Policies** means any policies and/or procedures of HomeMade reasonably notified to the Service Provider as applicable to the provision of Goods and/or Services;

**Pre-Existing IPR** has the meaning given in clause 12.1;

**Price** means the price that the Service Provider charges for the Goods and / or Services provided to the Customer;

**Pricing Guidelines** means the guidance document HomeMade provides regarding the amount that Service Providers will charge for Services that they provide to Customers, as updated from time to time. A copy of our Pricing Guidelines is available through My Aged Care and can be sent to you on request.

**Priority 1 Reportable Incident** means a Reportable Incident:

- (a) that has caused or could have caused a Customer physical or psychological injury or discomfort that requires medical or psychological treatment to resolve;
- (b) where there are reasonable grounds to report the incident to police; or
- (c) that involves unlawful sexual contact, inappropriate sexual conduct or the unexpected death of a Customer;

**Privacy Act** means the *Privacy Act 1988* (Cth);

**Relevant Jurisdiction** means the New South Wales jurisdiction;

**Reportable Incident** means:

- (a) unreasonable use of force against a Customer;
- (b) unlawful sexual contact, or in appropriate sexual conduct inflicted on a Customer;
- (c) psychological or emotional abuse of a Customer;
- (d) unexpected death of a Customer;
- (e) stealing from or financial coercion of a Customer by an Aged Care Worker;
- (f) neglect of a Customer;
- (g) inappropriate use of restrictive practices in relation to a Customer (other than in accordance with the requirements of Applicable Laws); or
- (h) unexplained absence of a Customer in the course of delivering funded aged care services;

**Risk Assessed Role** has the meaning given in the *Aged Care Rules 2025* (Cth);

**Service Provider Portal** means the online portal operated by HomeMade which it provides the Service Provider with access in accordance with these Terms;

**Service Standards** means the requirements set out in Part B, Schedule 1.

**Site Terms** refers to HomeMade's [Site Terms](#) as updated from time to time;

**Terms** means the agreement recorded in this document including in any schedules or attachments;

**WHS** means workplace health and safety under the Work Health and Safety legislation in force in the Relevant Jurisdiction;

**WHS Law** means any of the following relating to work health and safety, dangerous goods or electrical safety:

- (a) Applicable Laws in the Relevant Jurisdiction;
- (b) codes of practice, Australian Standards and compliance codes; and
- (c) directions, notices and the like issued in accordance with any Applicable Laws; and

**Worker Screening Requirements** means the requirements set out in Part A of Schedule 2.

## **2 TERM**

- 2.1 These Terms will commence on the Commencement Date and will end on the Expiry Date, subject to the terms and conditions of these Terms (**Term**).

- 2.2 The Term may be extended by mutual agreement by the parties in writing.
- 2.3 If the Service Provider continues to provide the Services and / or Goods to a Customer after the Term, these Terms will continue to apply to the Service Provider on a monthly basis which either party can terminate by giving one month's written notice.

### **3 RELATIONSHIP**

- 3.1 The Service Provider is appointed to provide the Services and / or Goods in accordance with these Terms.
- 3.2 The Service Provider is an independent contractor. These Terms do not create a relationship of employer and employee, principal and agent, or partnership between Service Provider and HomeMade, or any of its Personnel. The Service Provider must not represent itself, and must ensure that its Personnel do not represent themselves, as employees or agents of HomeMade.

### **4 SERVICE PROVIDER OBLIGATIONS**

#### **4.1 Associated Provider obligations**

- (a) The Service Provider agrees and undertakes to comply with all of its obligations under the Aged Care Laws as an Associated Provider, including:
- (i) complying with all obligations set out in **Schedule 1 - Part A**;
  - (ii) providing HomeMade with all relevant information so that HomeMade may comply with its obligations under the Applicable Laws, including any details of a change in circumstances to the Service Provider; and
  - (iii) taking reasonable steps to ensure that a Customer's property is not damaged in the delivery of the Goods and/or Services.
- (b) The Service Provider acknowledges that HomeMade is responsible for the conduct of the Service Provider as an Associated Provider under the Aged Care Laws. The Service Provider must and must ensure its Personnel, do not do anything which would cause or would likely cause HomeMade to:
- (i) contravene any Applicable Laws;
  - (ii) breach any Policies; and
  - (iii) breach any of its conditions of registration under the Aged Care Laws or cause the regulator to take any regulatory actions under the *Aged Care Act 2024* (Cth) or any other action under that Act affecting HomeMade's registration or ability to provide funded aged care services.

#### **4.2 Provision of goods / services**

- (a) The Service Provider agrees to provide to the Customer the Goods and / or Services as it represents itself able to provide in the Service Provider Portal.
- (b) The Services Provider must perform all such ancillary activities as may be reasonably required or requested by HomeMade to give effect to the Goods and / or Services.
- (c) The Service Provider acknowledges that Customer is the recipient of the Goods and/or Services and the Customer (or HomeMade on behalf of the Customer) will contact the Service Provider directly to request Goods and / or Services.
- (d) Before providing Services to a Customer, the Service Provider must:
  - (i) obtain from the Customer (or HomeMade on the Customer's behalf):
    - (A) a copy of the Customer's Care Plan; or
    - (B) an extract of the Customer's Care Plan, which must include the following details:
      - (I) the Customer's goal(s) relevant to the Goods and / or Services to be provided to the Customer;
      - (II) the Customer's assessed need(s) relevant to the Goods and / or Services to be provided to the Customer; and
      - (III) the budget for the Goods and / or Services to be provided to the Customer; and
  - (ii) enter into a Customer Contract with the Customer (or HomeMade on behalf of the Customer) which includes the Customer Contract Requirements; and
  - (iii) agree on a Price with the Customer that is no more than the amount specified in the Pricing Guidelines, unless otherwise agreed to by HomeMade and the Customer.

#### 4.3 **Obligations**

The Service Provider must provide the Goods and/or Services in accordance with:

- (a) these Terms, including all Schedules;
- (b) all Applicable Laws;
- (c) all Policies notified to the Service Provider from time to time;
- (d) the Clinical Service Standards;

- (e) the Customer Contract;
- (f) the Customer's Care Plan; and
- (g) all reasonable directions of HomeMade.

#### 4.4 **Service Standards**

The Service Provider must perform Services:

- (a) in accordance with the Service Standards;
- (b) to a standard of professional care, skill, expertise and judgment expected of a competent person experienced in providing services of a type similar to the Services;
- (c) in a diligent and timely manner;
- (d) in a manner that where equipment is provided to the Customer as part of the Services, it is safe, suitable, clean and well maintained;
- (e) using Personnel who are appropriately skilled, qualified and experienced and meet the requirements in these Terms;
- (f) in that manner that would not or does not have the potential to adversely affect or damage the reputation of HomeMade or any of its related entities; and
- (g) using sufficient resources to provide the Services in accordance with these Terms and the Customer Contract.

#### 4.5 **Conflict of interest**

- (a) The Service Provider warrants that, to the best of its knowledge, at the Commencement Date, no Conflict of Interest exists or is likely to arise in the performance of its obligations under these Terms.
- (b) The Service Provider must:
  - (i) immediately notify HomeMade in writing of any actual or potential Conflict of Interest and of the steps proposed to take to resolve or otherwise deal with the Conflict of Interest; and
  - (ii) take steps as HomeMade reasonably requires to resolve or otherwise deal with the Conflict of Interest.

#### 4.6 **Work health and safety**

The Service Provider must:

- (a) ensure that it meets its obligations under WHS Law in connection with the delivery of Goods and/or Services;
- (b) implement and maintain a documented WHS policy and provide HomeMade with a copy of the policy upon request; and
- (c) notify HomeMade immediately of any identified notifiable incidents, hazards, safety concerns, accidents or incidents, near misses or other WHS matters relevant to the delivery of Goods and/or Services.

#### 4.7 **Service Provider Portal**

- (a) The Service Provider must provide the information in Schedule 3 and any other information requested by HomeMade before HomeMade provides it with access to the Service Provider Portal.
- (b) The Service Provider must only use the Service Provider Portal:
  - (i) for the purpose of fulfilling its obligations under these Terms;
  - (ii) in accordance with any reasonable instructions from HomeMade; and
  - (iii) in accordance with HomeMade's Site Terms.
- (c) The Service Provider must ensure that its information on the Service Provider Portal is accurate and up to date.

## **5 PERSONNEL**

### 5.1 **Personnel obligations**

In providing the Goods and/or Services, the Service Provider must ensure that its Personnel who supply the Goods and/or Services:

- (a) are competent in relation to their role, hold any relevant qualifications and have the relevant expertise and experience to fulfil the defined role;
- (b) hold any necessary permits, licences, certifications, registrations and other statutory requirements necessary for the performance of their role;
- (c) meet the Personnel Requirements;
- (d) do not use and are not under the influence of alcohol or illicit substances;
- (e) complete any induction or training and education as reasonably required by HomeMade and relevant to the Goods and/or Services being supplied; and
- (f) provide the Goods and/or Services in accordance with these Terms, including in accordance with all Applicable Laws.

## 5.2 **Vaccination and infection control**

The Service Provider must ensure that each of its Personnel meets any vaccination and infection control requirements in the Worker Screening Requirements and in any of our Policies as reasonably notified to them from time to time.

## 5.3 **Worker Screening Requirements**

The Service Provider must, at its expense, and for each of its Personnel:

- (a) comply with all Personnel Requirements in Schedule 2 and under Applicable Laws;
- (b) take such steps as are reasonable or required by any Applicable Laws to verify the validity and the authenticity of any Personnel Requirements, including reviewing the currency of any Worker Screening Requirements to ensure that they are current and valid; and
- (c) maintain these records for a period of at least seven years or longer as legally required and provide them to HomeMade upon request.

The obligation of the Service Provider to obtain and review all applicable Worker Screening Requirements for its Personnel must be undertaken prior to commencing any provision of Goods and/or Services under these Terms.

## 5.4 **Notification requirements**

The Service Provider must ensure that it notifies HomeMade where any of the following occurs in relation to any Personnel:

- (a) an Aged Care Exclusion Decision for the Aged Care Worker;
- (b) an NDIS Exclusion Decision is in force for the Aged Care Worker;
- (c) an Aged Care Clearance Decision or NDIS Clearance Decision is suspended;
- (d) where the Aged Care Worker has a Police Certificate issued which records:
  - (i) convictions of murder or sexual assault;
  - (ii) convictions of, and sentences to imprisonment for, any other form of assault; and
- (e) a health professional registration being subject to any suspensions or exclusions.

## 5.5 **Removal of Personnel**

The Service Provider must:

- (a) notify HomeMade immediately if any Personnel is non-compliant with this clause 5 or any other provision of these Terms;

- (b) ensure that any Personnel who do not comply with this clause 5, or any other term of these Terms, are not engaged in connection with the provision of Goods and/or Services;
- (c) remove any Personnel:
  - (i) who are, or become, non-compliant with this clause; or
  - (ii) upon the request of HomeMade; and
- (d) if, in the reasonable opinion of HomeMade, the work standard of any member of the Service Provider's Personnel is unsuitable, counsel that individual for poor performance and will work cooperatively with the Service Provider to resolve HomeMade's concerns.

#### 5.6 **Aged Care Code of Conduct**

- (a) The Service Provider acknowledges that it and its Personnel are persons to whom the Aged Care Code of Conduct may apply.
- (b) The Service Provider must:
  - (i) comply with the Aged Care Code of Conduct;
  - (ii) take reasonable steps to ensure its Personnel are aware of and comply with the Aged Care Code of Conduct, to the extent relevant to them in their role; and
  - (iii) ensure that its Personnel understand their responsibilities under the Aged Care Code of Conduct and the potential consequence of non-compliance with the Aged Care Code of Conduct including the potential for a Banning Order and/or a civil penalty to be imposed as a result of a breach of the Aged Care Code of Conduct.

#### 5.7 **Training**

- (a) The Service Provider must ensure that its Personnel comply with all training and learning requirements reasonably required by HomeMade to meet its obligations under these Terms and under all Applicable Laws.
- (b) Such training must include any education necessary for HomeMade to meet its obligations under the *Aged Care Act 2024* (Cth) and the Aged Care Quality Standards, including Standard 7 (the Workforce). This includes training on consumer dignity and choice, infection control, incident management, clinical governance (if applicable), and any specific competencies for their role. Refresher training must be completed at regular intervals, and the Service Provider must retain records of all training completed.
- (c) HomeMade may require the Service Provider:

- (i) to undertake training, including any specific training, and the Service Provider must ensure that it and its Personnel complete such training as required by HomeMade; and
- (ii) to provide evidence that the Service Provider and its Personnel have complied with all of the training and learning required under this clause 5.7, including, without limitation, a statutory declaration from the Service Provider confirming compliance with this obligation.

## 5.8 **Banning order**

- (a) The Service Provider must ensure that it and its Personnel are not subject to any Banning Order that prohibits or restricts the Service Provider or its Personnel from being involved or engaging in providing Goods and/or Services to a Customer.
- (b) The Service Provider must notify HomeMade immediately in the event it, or any of its Personnel become subject to, or are being investigated in relation to, a Banning Order.

## 5.9 **Obligations**

In respect of all Personnel engaged by the Service Provider to provide the Goods and/or Services, the Service Provider is solely responsible for:

- (a) administrative matters related to that employment or engagement;
- (b) the payment of wages, salary, workers compensation, employment entitlements, insurance, fringe benefits tax, payroll tax and superannuation; and
- (c) disciplinary matters and the termination of employment or engagement of those Personnel (as applicable).

## 6 **GOODS**

### 6.1 **Warranties in relation to Goods**

The Service Provider must ensure any Goods supplied in accordance with these Terms are:

- (a) suitable for their intended purpose typical of items of the same type;
- (b) new and of marketable quality;
- (c) devoid of defects; and
- (d) free from all encumbrances.

### 6.2 **Risk**

Goods are at the Service Provider's risk until the Customer or HomeMade on the Customer's behalf accepts them in accordance with clause 6.3. Completion of a delivery acknowledgment or payment for Goods does not constitute acceptance.

### 6.3 **Acceptance of Goods**

- (a) If, within 10 Business Days of delivery, the Customer or HomeMade on the Customer's behalf (acting reasonably) notifies the Service Provider that any Goods:
- (i) are defective;
  - (ii) are not fit for their intended purpose;
  - (iii) are not of merchantable quality; or
  - (iv) do not meet their description,

#### **(Defective Goods)**

those Defective Goods will be returned to the Service Provider at the cost of the Service Provider.

- (b) If the Service Provider has not provided any notice under clause 6.3(a), the Goods will be deemed accepted by HomeMade.
- (c) At HomeMade's reasonable request, Defective Goods must be resupplied or rectified promptly, and in any case no later than 48 hours after the time of supply or notice of the Defective Goods, to HomeMade's reasonable satisfaction.

### 6.4 **Manufacturer's warranty**

If a claim in relation to Goods arises under any manufacturer's warranty or other warranty given by the Service Provider concerning defects, the Service Provider must promptly repair or replace the Goods, at its expense. Following such repair or replacement, the Goods must meet the requirements set out in clause 6.1 and continue to conform with all warranties.

## **7 REPORTABLE INCIDENTS**

### 7.1 **Reporting incidents**

- (a) The Service Provider (including its Personnel) must report any Reportable Incidents that occur in connection with the provision of the Goods and/or Services under these Terms to HomeMade:
- (i) as soon as possible upon becoming aware of an actual, alleged or suspected Priority 1 Reportable Incident;
  - (ii) for any other Reportable Incident that is not a Priority 1 Reportable Incident:

- (A) on the date the Service Provider becomes aware of an actual, alleged or suspected Reportable Incident; or
  - (B) as soon as possible on the following Business Day if the Service Provider becomes aware of an actual, alleged or suspected Reportable Incident outside of Business Hours.
- (b) The Service Provider must ensure its Personnel's compliance with this clause 7.1.

## 7.2 **Registered Provider response**

- (a) Where there has been a Reportable Incident, HomeMade may do any or all of the following:
  - (i) investigate the Reportable Incident, in which case the Service Provider must provide reasonable cooperation and assistance;
  - (ii) require the Service Provider to withdraw any Personnel who are subject to or associated with any adverse allegation in relation to the incident from the delivery of Goods and/or Services under these Terms;
  - (iii) report the allegation to a relevant disciplinary body; and
  - (iv) report the allegation to police or other statutory authority.
- (b) Without limiting a party's obligations under these Terms, the parties will cooperate reasonably with each other and take all action necessary in relation to a Reportable Incident, to ensure the immediate safety and welfare of Personnel and any Client.

## 7.3 **Service Provider obligations**

The Service Provider must ensure its Personnel:

- (a) are aware of and understand their roles and responsibilities in managing and responding to Reportable Incidents;
- (b) comply with HomeMade's incident management system and policy;
- (c) undertake all appropriate training and education (provided by HomeMade or otherwise) related to incident management;
- (d) report all incidents to the Service Provider within time to enable the Service Provider or Registered Provider to determine whether the incident is a Reportable Incident and comply with its reporting obligations;
- (e) escalate incidents to the Service Provider's management so they can be appropriately managed; and
- (f) document incidents in an incident management system.

## **8 COMPLAINTS AND FEEDBACK MANAGEMENT**

### **8.1 Complaints and feedback management system**

- (a) The Service Provider must:
  - (i) implement and maintain a complaints and feedback management system to capture, manage and report to HomeMade any complaints or feedback relating to the Goods and/or Services provided under these Terms in accordance with the Applicable Laws;
  - (ii) report, and ensure its Personnel report, all complaints and feedback regarding the Goods and/or Services provided under these Terms to HomeMade as soon as possible; and
  - (iii) inform HomeMade if it becomes aware of any allegations of improper conduct involving any Personnel in connection with the provision of the Goods and/or Services provided under these Terms as soon as possible.
- (b) The Service Provider must maintain a complaints and feedback log and report on patterns and resolution outcomes to HomeMade quarterly or as otherwise reasonably requested, in compliance with its obligations as an Associated Provider.
- (c) Without limiting a party's obligations under these Terms, the parties will cooperate with each other and take all action necessary in relation to feedback or a complaint, to ensure the immediate safety and welfare of Personnel and any Customer.

### **8.2 Compliance with Registered Provider's policies**

- (a) The Service Provider must ensure that it and its Personnel:
  - (i) comply with HomeMade's whistleblowing or complaints and feedback policy, as applicable; and
  - (ii) understand their roles and responsibilities as Aged Care Workers in managing and dealing with disclosures made under the Applicable Laws and in relation to HomeMade's complaints and feedback management system; and
  - (iii) undertake any relevant training or learning required by HomeMade in relation to whistleblowing or complaints and feedback.
- (b) HomeMade may provide feedback and suggest measures to the Service Provider and its Personnel. Any such feedback provided to the Service Provider must be communicated to its Personnel deemed Aged Care Workers.

## **9 Pricing and invoicing**

### **9.1 General**

- (a) In consideration of the Service Provider providing the Goods and/or Services to the Customer in accordance with these Terms, HomeMade will pay the Service Provider the Price charged by the Service Provider on behalf of the Customer.
- (b) HomeMade will not be liable for reimbursing any expenses of the Service Provider (in excess of the Price) unless the Service Provider obtains the written approval of HomeMade prior to the expense being incurred.

### **9.2 Setting Prices**

- (a) The Service Provider must provide its Prices to HomeMade via the Service Provider Portal in accordance with Schedule 3.
- (b) The Service Provider must ensure its Prices align with HomeMade's Pricing Guidelines unless written consent has been provided by HomeMade.
- (c) Prices must be inclusive of all costs incurred in providing the Goods and / or performing the Services, including travel and other indirect costs.

### **9.3 Invoicing**

- (a) The Service Provider must provide a valid tax invoice (via the preferred method specified by HomeMade) for the Goods and/or Services within 7 business days of the Goods and/or Services being provided.
- (b) The tax invoice must be submitted via the Service Provider Portal.
- (c) The tax invoice must specify:
  - (i) the date the Goods and/or Services were provided;
  - (ii) the location at which the Goods and/or Services were provided;
  - (iii) the duration of the provision of any Services;
  - (iv) the type of Goods and/or Services;
  - (v) the quantity of Goods provided, including unit cost (exclusive and inclusive of GST);
  - (vi) the total Price claimed (exclusive and inclusive of GST) and the total amount of GST claimed; and
  - (vii) account details for an electronic funds transfer payment.

#### 9.4 **Failure to submit invoices in time**

If a Service Provider does not submit an invoice within 45 days at the end of each quarter, HomeMade will not provide payment for the relevant Goods and/or Services.

#### 9.5 **Payment of invoices**

- (a) Subject to the Service Provider's compliance with this clause 9 and the Service Standards, HomeMade will pay invoices via electronic funds transfer into the account nominated by the Service Provider within 30 days of receiving an invoice except where HomeMade disputes the invoice, in which case:
- (i) HomeMade will pay the undisputed portion of the relevant invoice (if any) and dispute the balance;
  - (ii) the dispute will be resolved in accordance with clause 18; and
  - (iii) if the resolution of the dispute determines that HomeMade is to pay an amount to the Service Provider, HomeMade will pay that amount upon resolution of the dispute.
- (b) HomeMade reserves the right to refuse to pay any invoice that does not meet the requirements of this clause 9 or if the Price in the invoice exceeds the Pricing Guidelines without HomeMade's approval.
- (c) The parties acknowledge that HomeMade may not receive the funds associated with the Customer's Goods and / or Services within the payment terms set out in clause 9.5. Where the Service Provider's invoices are paid by HomeMade prior to HomeMade receiving the funds, HomeMade may charge a transaction fee of up to 3% for the processing of invoices. The Service Provider acknowledges that this fee will not be charged to the Customer.

#### 9.6 **Processing payments**

If HomeMade processes any payment on behalf of the Customer, it does so as an administrative service only and not as the contracting party.

#### 9.7 **Payment not proof of compliance with these Terms**

Any payment made under these Terms will not be taken or construed as proof or admission that the Goods and/or Services were to the satisfaction of HomeMade but will only be taken to be payment on account.

#### 9.8 **Deduction**

HomeMade may deduct from any payment due to the Service Provider an amount equivalent to any amount owed, or claimed to be owing, by the Service Provider to

HomeMade under these Terms. HomeMade will provide at least 7 days prior written notice of any deduction.

## **10 GST**

### **10.1 General**

- (a) Any amount referred to in these Terms which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.
- (b) If GST is imposed on a supply made under or in connection with these Terms, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.

### **10.2 Tax Invoice**

The Service Provider must issue a tax invoice to HomeMade of the supply at the time of payment of the GST inclusive consideration or at another time agreed by the parties.

### **10.3 Input tax**

If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with these Terms, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

## **11 CONFIDENTIALITY**

### **11.1 Confidentiality**

- (a) Each party agrees to keep confidential, not to use or disclose, other than as permitted by these Terms, any Confidential Information of the other party.
- (b) The obligation of confidence in clause 11.1 extends to Confidential Information provided to or obtained by a party before entering into these Terms.

### **11.2 Exclusions**

The obligation of confidence in clause 11.1 does not apply to Confidential Information that is:

- (a) required to be disclosed by any laws, including the Applicable Laws;
- (b) in the public domain otherwise than as a result of a breach of these Terms or another obligation of confidence; or

- (c) already known by the recipient of the Confidential Information independently of its involvement in these Terms or interaction with the other party and free of any obligation of confidence.

### 11.3 **Permitted disclosures**

- (a) Each party may disclose Confidential Information of the other party only on a 'need to know' and confidential basis:
  - (i) with the prior written consent of the other party; or
  - (ii) to its employees, agents, officers or Personnel,for the exercise of rights or the performance of obligations under these Terms.
- (b) Each party who discloses Confidential Information of the other party pursuant to clause 11.3(a) must ensure that such information is kept confidential by the recipients.

### 11.4 **Preventing disclosures**

Each party must take all steps and do all such things as may be reasonably necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

### 11.5 **Notification**

Each party must promptly notify the other party if it becomes aware that:

- (a) a disclosure of the other party's Confidential Information may be required by any Applicable Law or otherwise in the circumstances envisaged by clause 11.2; or
- (b) an unauthorised disclosure of the other party's Confidential Information has occurred.

### 11.6 **Survival of obligations**

The obligations of this clause 11 survive the expiry or termination of these Terms.

## 12 **INTELLECTUAL PROPERTY RIGHTS**

### 12.1 **Pre-Existing IPR**

The ownership of the Intellectual Property Rights in any Materials which exist prior to the Commencement Date or which are created independently of these Terms (**Pre-Existing IPR**) remain the property of the party who created the Materials and no Intellectual Property Rights will be transferred or assigned merely by virtue of that item's use for the purposes of these Terms.

### 12.2 **Intellectual Property Rights under these Terms**

- (a) The Service Provider acknowledges and agrees that all Intellectual Property Rights in Materials created by HomeMade are owned by HomeMade.
- (b) To the extent which HomeMade requires the use of any Pre-Existing IPR owned by the Service Provider in relation to accessing or obtaining the benefit of the Goods and/or Services supplied to the Customer under these Terms, the Service Provider agrees to grant a royalty free, perpetual, irrevocable, sublicensable, transferrable licence to HomeMade for that purpose.

### 12.3 **Survival of obligations**

The obligations of this clause 12 survive the termination or expiry of these Terms.

## 13 **Privacy & data security**

### 13.1 **Compliance with privacy laws**

- (a) The Service Provider agrees that all Personal Information it collects in the course of providing the Goods and/or Services will be collected, retained, used and disclosed only in accordance with the Privacy Act and Aged Care Laws and in particular, the Australian Privacy Principles.
- (b) Without limiting the generality of clause 13.1(a), the Service Provider must:
  - (i) not use or disclose Personal Information, other than as strictly required for the purpose of performing its obligations under these Terms;
  - (ii) comply with HomeMade's Privacy Policy as reasonably notified to the Service Provider from time to time;
  - (iii) ensure that it and its Personnel engage in all required training and education in relation to the handling of Personal Information and information relating to Customers; and
  - (iv) comply with any reasonable requests or directions of HomeMade relating to the collection, use or disclosure of Personal Information, including in relation to an individual's rights to access and amend their Personal Information.

### 13.2 **Data Breach**

- (a) The Service Provider must notify HomeMade as soon as possible (and at least within 24 hours) if it becomes aware of any suspected or actual loss, misuse or unauthorised access, modification or disclosure of Personal Information (each such circumstance being a **Data Breach**).
- (b) Where any Data Breach occurs by or in relation to the Service Provider, the Service Provider must:

- (i) immediately take reasonable steps to remediate the consequences of the Data Breach and prevent any further breaches from occurring;
  - (ii) comply with the reasonable and lawful directions of HomeMade with respect to the assessment of a Data Breach and/or any necessary remedial actions;
  - (iii) provide all details of the Data Breach as requested by HomeMade; and
  - (iv) report the Data Breach in accordance with the Privacy Act or allow HomeMade to make any required report if directed to do so by HomeMade.
- (c) If the Service Provider appoints a sub-contractor or third party to carry out any of its obligations under these Terms (in whole or in part) so that a third party or sub-contractor is processing Personal Information on the Service Provider's behalf, the Service Provider must enter into a written agreement with the sub-contractor or third-party incorporating provisions equivalent materially similar to this clause 13.2.

### 13.3 **No offshoring**

The Service Provider must not transfer or store any Personal Information which it receives, uses or collects in connection with these Terms outside Australia, or allow parties located outside Australia to have access to such information, unless HomeMade gives its prior written consent.

### 13.4 **Security**

The Service Provider must have in place adequate measures to protect any Personal Information or Confidential Information that it handles under these Terms and comply with HomeMade's reasonable security requirements.

### 13.5 **Survival of obligations**

The obligations of this clause 13 survive the expiry or termination of these Terms.

## 14 **RECORD KEEPING AND AUDIT**

### 14.1 **Record and accounts**

- (a) The Service Provider must maintain adequate records relating to the performance of its obligations under these Terms and as reasonably required by HomeMade, including (without limitation) the following:
- (i) full and accurate financial accounts relating to the provision of the Goods and/or Services and the operation of the Service Provider;
  - (ii) evidence that it has complied with its obligations under these Terms;

- (iii) all details of the Service Provider's Personnel deemed Aged Care Workers under the Applicable Laws, including:
    - (A) which Aged Care Workers were engaged in a Risk Assessed Role when providing Goods and/or Services on any given day during the Term;
    - (B) allegations of misconduct and actions taken, including any investigation; and
    - (C) evidence of the qualifications, skills or experience of the Personnel, including the Personnel Requirements.
  - (iv) all records required under the Applicable Laws relating to vaccination of its Personnel;
  - (v) any other records required to be maintained by the Service Provider under these Terms or the Applicable Laws;
  - (vi) all incident reports logged in the incident management system;
  - (vii) training records showing completion of required training under these Terms or the Aged Care Laws;
  - (viii) copies of shift notes provided for each Service; and
  - (ix) evidence of compliance with the Aged Care Code of Conduct and any relevant policies.
- (b) The Service Provider must maintain all records and accounts referred to in this clause for a minimum period of 7 years and must make the records and accounts available for inspections by HomeMade on request.

#### 14.2 **Access to records**

- (a) The Service Provider acknowledges and agrees that HomeMade may, with reasonable notice to the Service Provider, carry out from time to time an audit or review of the Service Provider's compliance with or performance of its obligations under these Terms including through inspections of any systems, records, practices or data, observation of the work undertaken by the Service Provider and its Personnel, feedback from Customers and by any other reasonable means.
- (b) The Service Provider must provide all records and reasonable assistance required by HomeMade for the purposes of meeting its obligations under clause 14.2(a)
- (c) Unless otherwise agreed, each party must bear its own costs in relation to any audit undertaken by HomeMade under this clause.

- (d) HomeMade may, on reasonable notice, conduct an audit of the Service Provider's compliance with HomeMade's workforce-related obligations under these Terms and the Aged Care Quality Standards, including Standard 7 (The Workforce). This includes review of:
  - (i) Training completion records and refresher schedules;
  - (ii) Verification of qualifications and registrations;
  - (iii) Verification of Personnel Requirements;
  - (iv) Competency assessments; and
  - (v) Policies or procedures for workforce development.
- (e) The Service Provider must provide all relevant records and reasonable assistance required for this purpose.

#### 14.3 **Annual attestation**

- (a) HomeMade may require the Service Provider to provide an annual attestation that it complies with the obligations in these Terms.
- (b) HomeMade reserves the right to suspend these Terms if the Service Provider does not provide the attestation.

### 15 **INSURANCES**

#### 15.1 **Insurance requirements**

- (a) The Service Provider must, at its own cost, procure and keep in force during the Term the insurances as specified below with an insurer who is appropriately registered to provide insurance products with the Australian Prudential Regulation Authority:
  - (i) Workers compensation insurance as required under the legislation in any State or Territory of Australia, to cover all Personnel engaged in providing the Service/s;
  - (ii) Public liability insurance for at least the sum of \$10,000,000 for any one occurrence;
  - (iii) Products Liability insurance, if relevant, for at least the sum of \$10,000,000 for any one occurrence, to be maintained during the Term;
  - (iv) Professional indemnity (or similar, if relevant) in an amount of not less than \$10,000,000 per claim and in the aggregate for all claims for each 12 monthly policy period with one right of reinstatement; and

- (v) Cyber insurance for at least the sum of \$5,000,000 for each occurrence.
- (b) The Service Provider must not do or permit to be done anything that might render void or voidable any of its insurances.

## 15.2 **Evidence of insurance**

At HomeMade's request, the Service Provider must provide to HomeMade certificates of currency evidencing that the insurance policies required under this clause have been effected and are current.

## 15.3 **Survival of obligations**

The obligations of this clause 15 survive the expiry or termination of these Terms.

# 16 **INDEMNITY**

## 16.1 **General**

- (a) The Service Provider indemnifies HomeMade and its employees, officers or agents (**those indemnified**) against any Loss which those indemnified suffer, sustain or incur in connection with:
  - (i) any breach of these Terms by the Service Provider or its Personnel, including any breach caused by a negligent act or omission of the Service Provider or its Personnel;
  - (ii) any claim or Loss under a Customer Contract;
  - (iii) any negligence or other wrongful act or omission of the Service Provider or its Personnel;
  - (iv) any damage to property, real or personal, including any infringement of third-party Intellectual Property Rights caused by or contributed to by the Service Provider or its Personnel in connection with these Terms;
  - (v) any personal injury or death caused or contributed to by the Service Provider or its Personnel in connection with the provision of Goods and/or Services in these Terms; and
  - (vi) any claim made by or on behalf of a third party in relation to or arising out of provision of the Goods and/or Services.
- (b) The Service Provider acknowledges that any breach of the Aged Care Laws by it or its Personnel, or any action or inaction by the Service Provider or its Personnel that causes HomeMade to be in breach of the Aged Care Laws, may result in HomeMade being subject to regulatory action. The Service Provider indemnifies HomeMade against any liability, cost, or consequence

arising from such breach, including regulatory penalties or loss of registration.

#### 16.2 **Limitation of liability**

The Service Provider's liability under clause 16.1 is limited to the extent that HomeMade or its Personnel cause or contribute to the Loss.

#### 16.3 **Associated Provider liability**

If the Service Provider is deemed an Associated Provider due to the nature of the Goods and/or Services, HomeMade may become liable for the Service Provider's breach of the Applicable Laws in the course of providing the Goods and/or Services. The Service Provider also releases and indemnifies HomeMade against any Loss arising out of any conduct which constitutes a breach of these Terms or the Aged Care Laws which causes HomeMade to become liable under the Aged Care Laws.

#### 16.4 **Consequential loss**

Neither party is liable to the other in contract, in tort (including negligence), in equity, by operation of statute or otherwise for any consequential loss, including loss of business opportunity, loss of revenue, loss of profit or anticipated profit, loss of goodwill, loss arising from business interruption which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into these Terms.

#### 16.5 **Survival of obligations**

This clause 16 survives expiration or termination of these Terms.

### 17 **TERMINATION**

#### 17.1 **Termination for convenience**

Either party may terminate these Terms for convenience by providing the other party with 30 days' written notice.

#### 17.2 **Termination by either party**

Either party may otherwise by written notice to the other party terminate these Terms immediately if the other party:

- (a) fails to remedy a breach of any term of these Terms within 10 Business Days after a notice to remedy that breach has been given to the other party;
- (b) breaches any term of these Terms and such a breach is not capable of remedy;
- (c) where the other party is the Service Provider:

- (i) refuses to proceed with the provision of Goods and/or Services under these Terms; or
- (ii) in HomeMade's reasonable opinion, is not meeting the Service Standards;
- (d) has a receiver, receiver and manager, controller, managing controller, administrator, official manager, trustee or provisional or official liquidator appointed over the assets or undertaking of the other party;
- (e) is or becomes insolvent within the meaning of the *Corporations Act 2001* (Cth); or
- (f) has an application filed, an order made or a resolution passed for the winding up or dissolution of a party (other than for the purposes of reconstruction or amalgamation).

### 17.3 **No release**

Upon termination of these Terms nothing operates to discharge any party from its obligations arising under or in connection with these Terms prior to the date of termination or expiry, or expressly provided by these Terms to survive following termination of these Terms, unless otherwise agreed in writing by the parties. This clause survives the expiry or termination of these Terms.

### 17.4 **Termination without prejudice**

Any termination of these Terms will be without prejudice to the rights of any party against the other in respect of anything done or omitted under these Terms before termination or expiry or regarding any sums or other Claims outstanding at the time of termination or expiry.

### 17.5 **Termination for Breach of Aged Care Laws**

If the Service Provider is found to be in serious breach of the Aged Care Laws or any material obligation under these Terms, or to have caused HomeMade to be in serious breach of the Aged Care Laws, HomeMade may suspend the Service Provider's right to deliver Services under these Terms with immediate effect pending investigation. HomeMade may terminate these Terms immediately if the breach cannot be remedied or poses a material risk to Customers or to HomeMade's regulatory obligations.

### 17.6 **Consequences of termination**

If these Terms are terminated, the Service Provider must cease to provide Goods and / or Services to HomeMade's Customers after the Expiry Date.

## 18 **DISPUTE RESOLUTION**

### 18.1 **Terms to Dispute Resolution**

The parties to these Terms will use all reasonable endeavours to first resolve disputes pursuant to clause 18.2 prior to seeking any external dispute resolution or lodgment of any claims.

## 18.2 **Dispute Resolution Process**

- (a) If a dispute arises in respect of any issue under these Terms, a party (**Notifying Party**) must notify the other party (**Responding Party**) in writing advising of:
  - (i) the issue giving rise to the dispute;
  - (ii) its available dates to meet and discuss the dispute; and
  - (iii) the representative it has authorised (**Authorised Representative**) to discuss the dispute with the Responding Party.
- (b) Within 7 Business Days of receiving the notice in clause 18.2(a), the Responding Party must notify the Notifying Party, in writing, advising of its available dates to discuss the dispute and the representative it has authorised to discuss the dispute with the Notifying Party (**Authorised Representative**).
- (c) The Authorised Representatives of each party must meet and discuss the dispute, and use best endeavours to resolve the dispute within 7 Business Days of meeting.
- (d) If the dispute remains unresolved within the time period referred to in subclause 18.2(c) then the dispute must be referred immediately (within 10 Business Day) to the parties' respective chief executive officers who must meet and discuss the dispute within 7 Business Days.
- (e) If within 7 Business Days from the meeting referred to in clause 18.2(d) the parties have failed to resolve a dispute, the parties must attempt to resolve the dispute by mediation in accordance with the Institute of Arbitrators and Mediators of Australia Rules for the Mediation of Commercial Disputes (in operation from time to time).

## 18.3 **Injunctive relief**

This clause 18 does not stop a party from seeking urgent or injunctive relief where that is necessary for the protection of a party's rights.

## 19 **ASSIGNMENT AND SUBCONTRACTING**

### 19.1 **Assignment by Service Provider**

These Terms must not be assigned or novated by the Service Provider without the prior written consent of HomeMade which must not be unreasonably withheld.

### 19.2 **Assignment by Registered Provider**

HomeMade may assign or novate these Terms at any time by providing 30 days' prior notice in writing to the Service Provider. The Service Provider must execute any documents reasonably required by HomeMade to give effect to any assignment or novation.

### 19.3 **Subcontracting**

The Service Provider must not subcontract or otherwise allow any third party to deliver the Goods and/or Services or comply with its obligations under these Terms without HomeMade's prior written consent, which must not be unreasonably withheld. If any subcontractor is appointed by the Service Provider in accordance with this clause, the Service Provider:

- (a) remains fully responsible for providing the Goods and/or Services and retains responsibility for any Personnel and for the acts or omissions of all Personnel of the subcontractor under these Terms;
- (b) must ensure that the subcontractor is aware of and complies with all of the provisions of these Terms, including the insurance requirements, and the obligations to comply with all Applicable Laws;
- (c) the Service Provider must ensure that any subcontractor complies with all obligations of the Service Provider under this agreement as if they were the Service Provider. HomeMade may require evidence of a subcontractor's compliance with screening, training, and performance standards at any time; and
- (d) is liable for any breaches, acts or omissions of all subcontractor under these Terms as if those breaches, acts or omissions were those of the Service Provider.

## 20 **GENERAL**

### 20.1 **Further action**

Each party must use reasonable efforts to do, do all things reasonably necessary to effectively carry out and give full effect to these Terms.

### 20.2 **Governing law**

These Terms are governed by and must be interpreted in accordance with the laws of the Relevant Jurisdiction and the parties submit to the non-exclusive jurisdiction to the courts of that State.

### 20.3 **Notice**

- (a) Any notice under these Terms will be sent to:
  - (i) in relation to the Service Provider, to the details provided by the Service Provider in the Service Provider Portal or as otherwise notified;

- (ii) in relation to HomeMade, to:
  - Name: HomeMade Head of Customer Operations
  - Address: PO Box 20846, World Square NSW 2002
  - Email: [services@homemadesupport.com.au](mailto:services@homemadesupport.com.au)
  
- (b) A notice or other communication required or permitted to be given by one party to another under these Terms must be in writing and:
  - (i) delivered personally;
  - (ii) sent by pre-paid mail to the address of the recipient;
  - (iii) sent by email transmission to the email address of the recipient.
  
- (c) A notice or other communication is taken to have been given (unless otherwise proved):
  - (i) if mailed, on the third Business Day after posting; or
  - (ii) if sent by email before 5.00pm on a Business Day at the place of receipt, at the time it is sent and otherwise on the next Business Day at the place of receipt.
  
- (d) A party may change its address for service by giving notice of that change in writing to the other parties.

#### 20.4 **Amendment**

- (a) These Terms may be varied or replaced by HomeMade from time to time by providing 30 days' notice to the Service Provider. If the Service Provider accepts the Terms or continues to provide Goods and / or Services to Customers after this period, the new Terms will be deemed to be accepted by the Service Provider.
  
- (b) The Service Provider acknowledges and agrees that if any laws are changed or introduced, or any relevant Authority publishes, issues or otherwise communicates any statement, rules, code or requirement which, in the reasonable opinion of HomeMade, renders or is likely to render all or part of these Terms unenforceable, illegal or void, HomeMade may amend any part of these Terms by providing 30 days' written notice to the Service Provider or such shorter period to ensure the Terms is legal, enforceable and not void.

#### 20.5 **Whole agreement**

These Terms constitute the entire agreement between the parties in respect of its subject matter and supersedes any prior agreements or negotiations, whether oral or written.

## 20.6 **Acceptance**

- (a) The parties consent to the use of electronic signature or other forms of electronic acceptance, which identifies the person and indicates their intention to accept these Terms.
- (b) The Service Provider may also accept these Terms electronically through the Service Provider Portal, including by selecting a tick box to confirm acceptance.
- (c) If the Service Provider has been provided with a copy of these Terms and the Service Provider commences the provision of Goods and / or Services to Customers, the Service Provider will be deemed to have accepted the Terms.

## 20.7 **Legal Costs**

Except as expressly stated otherwise in these Terms, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under these Terms.

## 20.8 **Severability**

If a provision of these Terms is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of these Terms unless severing the provision materially alters the scope and nature of these Terms or the relative commercial or financial positions of the parties.

## 20.9 **Waiver**

A single or partial exercise or waiver by a party of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right.

## **SCHEDULE 1 - COMPLIANCE OBLIGATIONS**

### **A. Associate Provider Obligations**

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The Service Provider acknowledges it is an Associated Provider under the Aged Care Act 2024 (Cth) and agrees, in the course of delivering Goods and/or Services to a Customer, to fully comply with all related obligations including but not limited to:

- (a) Complying with the Aged Care Quality Standards;
- (b) Adhering to the Aged Care Code of Conduct and ensuring all Personnel understand and act in accordance with the Code;
- (c) Implementing and maintaining an incident management system that supports early detection, proper documentation, and prompt notification of Reportable Incidents;
- (d) Cooperating with HomeMade in any regulatory compliance processes including any audits undertaken by the Aged Care Quality and Safety Commission;
- (e) Ensuring that Personnel complete mandatory training required under the Aged Care Act 2024 and related regulations;
- (f) Ensuring all Personnel meet the Police Check Requirements, including any mandatory Aged Care Clearance Decisions and criminal history checks;
- (g) Maintaining relevant records regarding mandatory training completed by Personnel and worker screening for a period of seven years and providing access to such records upon reasonable request by HomeMade or a relevant regulator;
- (h) Ensuring robust privacy, data security, and information handling in accordance with the Privacy Act and Aged Care Laws;
- (i) Notifying HomeMade immediately upon becoming aware of any regulatory investigation, non-compliance, or change in circumstances that may affect the Service Provider's ability to deliver compliant services;
- (j) Ensuring any subcontractors or agents engaged by the Service Provider are aware of and comply with these same obligations; and
- (k) Notifying HomeMade immediately if the Service Provider or any of its Personnel becomes the subject of any investigation, warning notice, banning order, or other regulatory or disciplinary action by the Aged Care Quality and Safety Commission or any other regulator.

### **B. Service Standards**

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<b>Details</b>	<b>Timeframes</b>
<p><b>Shift notes</b></p> <p>Detailed shift notes are provided to HomeMade after each Service.</p>	<p>Must be provided within 12-24 hours following each Service.</p>
<p><b>Billing</b></p> <p>Invoices to be sent on completion of Service and submitted through the Service Provider Portal.</p>	<p>Within 7 business days of Service delivery.</p>
<p><b>Certificate of compliance</b></p> <p>Copy of ABN and certificate of insurance to be supplied.</p>	<p>Prior to commencement of Service.</p>
<p><b>Personnel Requirements</b></p> <p>All Personnel meet the Personnel Requirements in Schedule 2.</p>	<p>Ongoing.</p>
<p><b>Record keeping</b></p> <p>Training and Worker Screening Requirement records are kept.</p>	<p>Records are retained for a minimum of 7 years or longer as legally required.</p>
<p><b>Information request</b></p> <p>Information is provided to HomeMade upon request.</p>	<p>Urgent queries are responded to within 12 hours and other queries are responded to within 2 business days or as otherwise accepted by HomeMade.</p>
<p><b>Reportable Incidents</b></p> <p>Reportable Incidents are reported to HomeMade in accordance with the timeframes in these Terms.</p>	<p>Priority 1 Reportable Incident – As soon as possible upon becoming aware.</p> <p>Other Reportable Incident – On the date of the reportable incident or as soon as possible on the following Business Day.</p>
<p><b>Annual attestation</b></p> <p>Annual attestation of compliance with the Terms to be provided as provided by HomeMade to the Service Provider to be completed by an authorised representative of the Service Provider.</p>	<p>Within 30 days of being provided by HomeMade to the Service Provider.</p>



## SCHEDULE 2 – PERSONNEL REQUIREMENTS

### A. Worker Screening Requirements

Item	Additional detail / requirement / level
<b>Identification check</b>	100 point ID check
<b>Police certificate</b>	Acceptable aged care police certificate not more than 3 years old for all Aged Care Workers. Must meet the requirements of the Aged Care Act and Aged Care Worker Screening Guidelines.
<b>Assessment of police certificate</b>	All police certificates are assessed to ensure there are no precluding offences and to consider any non-precluding offences in accordance with the Aged Care Worker Screening Guidelines.
<b>Statutory declaration</b>	Any aged care worker who has been, at any time after turning 16, a citizen or permanent resident of a country other than Australia – must provide a statutory declaration stating that the person has never been convicted of murder or sexual assault; or convicted of, and sentenced to imprisonment for, any other form of assault.
<b>No banning order</b>	There is no banning order against any worker providing Services. An NDIS Exclusion Decision or any suspension relating to the NDIS Clearance Decision must not be in force.
<b>Vaccination</b>	All Personnel engaged to provide the Goods and/or Services are required to comply with all applicable laws, regulatory and public health directives, policies, procedures and training regarding immunisations and infection control and screening procedures, including in relation to immunisations and other infectious disease control protocols.

### B. Suitability Requirements

Item	Additional detail / requirement / level
<b>Skills / Qualifications</b>	The Service Provider must ensure all Personnel are appropriately skilled and qualified to perform their role in providing Goods and/or Services to Customers, including (as applicable): <ul style="list-style-type: none"> <li>• Certificate III in Individual Support (Ageing)</li> <li>• Assist Clients with Medication Skill Set</li> <li>• Driver's Licence</li> </ul>
<b>AHPRA Registration</b>	Personnel of the Service Provider must hold current and appropriate AHPRA registration in order to provide any clinical Services for which a registered qualification is required.
<b>Training / Education</b>	The Service Provider must ensure all Personnel have appropriate training to perform their role in providing the relevant Goods and/or Services to Customers, including ensuring completion of any training or education required by HomeMade and training to ensure that they have the appropriate skills and experience to perform their roles.
<b>Medication</b>	<b>Administering, supervising and monitoring</b> Registered nurses who are Personnel of the Service Provider may: <ul style="list-style-type: none"> <li>• supervise or monitor a Customer's medication where a drug order is present and listed on the Customer's care plan and where the medication is</li> </ul>

Item	Additional detail / requirement / level
	<p>contained in a tamper proof administration device, or an originally labelled container; and</p> <ul style="list-style-type: none"> <li>• administer medication to a Customer in accordance with the Customer's drug order.</li> </ul> <p><b>Supervising</b> Only Personnel who have completed appropriate medication training from time to time, and who are permitted under the relevant Applicable Laws, may assist a Customer to take medications from a tamper proof administration device, when supervision has been identified in the care plan.</p> <p><b>Reporting</b> Any issues or incidents in relation to the administering of medication or the non-administering of medication must be reported and managed as Reportable Incidents in accordance with these Terms.</p>
<b>Ongoing Competency</b>	The Service Provider must ensure that Personnel complete ongoing training and professional development relevant to their roles, and maintain up-to-date records of the same.

### SCHEDULE 3 – SERVICE PROVIDER INFORMATION

<b>Information to be provided by the Service Provider in the Service Provider Portal</b>	
<b>Business information</b>	The Service Provider's name, trading name, contact details, business contact and account contact (role, name, contact email and contact number), ABN / ACN, email, website, languages, bank information etc.
<b>Services</b>	The Services that the Service Provider will provide HomeMade Customers under these Terms: <ul style="list-style-type: none"><li>• [e.g. meal preparation, direct transport, group social support, physiotherapy, registered nurse clinical care etc.]</li></ul>
<b>Goods</b>	Goods that the Service Provider will supply under these Terms
<b>Postcode</b>	Postcodes which the Service Provider will provide its Goods / Services in
<b>Prices</b>	Relevant prices for each Good / Service to be provided, including any travel rates or other expenses. Prices must align with the Pricing Guidelines, unless otherwise authorised by HomeMade
<b>Insurance</b>	Copies of relevant insurance policies in accordance with the Terms

## SCHEDULE 4 - CUSTOMER CONTRACT REQUIREMENTS

Party details			
Service Provider details	Name:		
	ABN:		
	Address:		
	Phone:		
	Email:		
Participant details	Name:		
	Address:		
	Phone:		
	Email:		
Key terms			
General description of Services to be provided (eg garden maintenance domestic assistance, personal care services)			
Expected start day			
Expected End Date (if any)			
Location at which Services are to be provided			
Invoice terms (eg 14 days)			
Cancellation/rescheduling terms (suggested text reflects the Aged Care Rules. The Participant and Service Provider must not agree to less favourable terms)		If the Participant provides less than 2 Business Days' notice of the cancellation of a scheduled Service, the full charge for the Service will be applied.	
No Shows (suggested text reflects the Aged Care Rules. The Participant and Service Provider should agree to these terms).		If the Participant was required to be present for a scheduled Service, was not present at the agreed place or time and did not cancel the scheduled Service, the full charge for the Service will be applied.	
Arrangements for worker unavailability (where sick or on leave)			
Emergency arrangements (eg emergency contact (provide details) and/or call emergency services)			
Additional comments			
Service Pricing (must be reasonable and in accordance with the Service Price List)			
Description of Services	Hours	Rate	Amount

		\$	\$
		\$	\$
		\$	\$
		\$	\$
		Total	\$

**Goods Pricing (must be reasonable and in accordance with the Service Price List)**

Description of goods	Quantity	Price per unit	Amount
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		Total	\$