INVITATION TO OFFER
DETE – 101224

The Provision of Outside School Hours Care (OSHC) Services to Windsor State School
SECTION 1-3
Stage 1 - Not-for-Profit Groups

Date Issued: 13 September 2012

All enquiries regarding the Invitation to Offer MUST be made in writing, to the Contact Officer:

Contact Officer: Chien-Hsing Chen
Email Address: Chien-Hsing.Chen@dete.qld.gov.au

CLOSING DATE AND TIME:
2pm (Queensland time) on Thursday 11 October 2012

LODGEMENT DETAILS:

Electronic Submission for Corporate Procurement Branch (refer Conditions of Offer 14.4)

1. All files that comprise an Offer must be uploaded on the Government e-Tender website - https://secure.publicworks.qld.gov.au/etender/home.do

2. Offerors will need to use the logon and password provided when requesting the Invitation to Offer documents, to upload their Offer.

3. Each electronic file submitted cannot exceed 3mb. Files may be zipped. Lodging an Offer electronically can take some time (depending on the number of files to upload). Offerors are to ensure they allow sufficient time to upload their documents prior to the closing date and time.

Offers will be opened privately at or after the closing date and time. Offers will not be opened publicly.

Note: The Conditions of Offer, and Background should be retained by the Offeror for possible future reference.
SECTION 1 – BACKGROUND INFORMATION

Background

1.1. The Department of Education, Training and Employment (DETE) seeks proposals from suitably qualified not-for-profit organisations to provide the services described in this Invitation to Offer. In this document, the service provider is referred to as the “Licensee”.

1.2. The proposed term of the Arrangement would be for five (5) years.

1.3. It should be noted that in accordance with the department’s policy in respect of school age care, Outside School Hours Care Services (available from the Department’s internet site at http://prr.det.qld.gov.au/education/management/Pages/Outside-School-Hours-Care-and-Vacation-Care.aspx), offers are sought in a two staged process. This Invitation to Offer is issued under Stage 1 which involves inviting offers from not-for-profit organisations only.

1.4. Windsor State School has a long history of providing quality education to the children of Brisbane’s inner north suburbs. The school is the centre of an active and supportive community that is proud of the school’s diversity and inclusive culture. The school culture and community spirit ensure the school is able to adapt to meeting the changing demands and expectations of students, parents and the wider community. Windsor State School is in the Metropolitan Region of Education Queensland. It currently has an enrolment of 550 students in years Prep to Year 7 (P-7). It is expected that enrolment will increase to in excess of 650 students over the next 3 years. On current enrolment trends student numbers are expected to continue to grow, even with the withdrawal of Year 7 students in 2015.

1.5. The spacious and well maintained school facilities include 24 classrooms, a Special Education Unit, Resource Centre, Hall (not available for Outside School Hours Care (OSHC) use) and Music Room. There are numerous covered areas and outdoor learning areas. There are two oval spaces and 2 adventure playgrounds. The school’s P&C association has a Master Plan for continual enhancement and maintenance.

1.6. The student population, assumed to be represented by a wide range of socio-economic backgrounds, is likely to be characterised by a reasonable percentage of families with both parents working. Due to limited space, increasing enrolments and demand from Windsor State School parents, OSHC at Windsor State School may be limited to students who are currently enrolled at the school.

1.7. The OSHC services are currently licensed to cater for 160 children of school age during both Queensland term periods and vacation periods. The service requirements are outlined in Section 4, Licence to Use Department of Education, Training and Employment Premises for Outside School Hours Care Service.

1.8. The OSHC Services are currently situated in the lower level of B-Block (Constitution Building) as per the attached School map. The current OSHC service also has access to various classrooms and utility rooms within the school to support its program.

1.9. A site visit is not mandated; however, the Principal of Windsor State School offers a once only opportunity to view the school OSHC facilities on Thursday 20 September 2012 at 12:00PM. Please advise the Contact Officer of your intention to attend by COB Wednesday 19 September 2012. All attendees must sign the attendance record. No further opportunity for a site visit will be offered.
SECTION 2—CONDITIONS OF OFFER

1. DEFINITIONS AND INTERPRETATION

1.1 For these Conditions of Offer, unless the contrary intention appears:

1.1.1 "Closing Date" means the date and time specified in the invitation by which offers must be received by the Licensor;

1.1.2 "Conditions of Offer" means this document, which forms Section 2 of the Invitation;

1.1.3 "Invitation" means the invitation to offer and comprises the documents listed in Condition 2 of the Conditions of Offer;

1.1.4 "Licence" means the Licence to Use Department of Education, Training and Employment Premises for Outside School Hours Care Service, set out in Section 5 of the Invitation.

1.1.5 "Licensor" means the State of Queensland acting through the Department of Education, Training and Employment and its successors;

1.1.6 "Offer" means the offer submitted by the Offeror;

1.1.7 "OSHC Service" means an Outside School Hours Care Service.

1.2 In the event of any inconsistency between the Conditions of Offer and the Specifications, these Conditions will prevail to the extent of the inconsistency.

2. INVITATION TO OFFER

2.1 The Invitation comprises:
- Section 1 - Background;
- Section 2 - Conditions of Offer;
- Section 3 - Specification
- Section 4 - Offeror’s Response Schedule; and
- Section 5 - Licence to Use Department of Education, Training and Employment Premises for Outside School Hours Care Service.

2.2 Should the department decide to accept an offer, Section 5 Licence to Use Department of Education, Training and Employment Premises for Outside School Hours Care Service will be completed using the information provided by the successful Offeror in its response and will, following execution, form the agreement between the parties.

3. ALTERATIONS TO DOCUMENTS

3.1 The Licensor will update the Invitation with any amendments or additional information within a reasonable time before the Closing Date. Prospective Offerors are responsible for ensuring that they have the latest version of the Invitation.

4. UNDERSTANDING THE REQUIREMENT

4.1 An Offeror may make a written request to the Licensor to provide clarification or additional information about the Invitation.

4.2 The Licensor reserves the right, in its discretion, to answer the Offeror’s request referred to in condition 4.1. If the Licensor provides an answer to the request for clarification, the Licensor reserves the right to provide the same information to all prospective Offerors.

4.3 If when the Offeror submits an Offer, the Offeror is unclear about the meaning of any part of the Invitation, the Offeror may include a statement of the Offeror’s interpretation of that part of the Invitation.

4.4 The Licensor is not liable for any costs or compensation, nor will it grant the Offeror an extension of time as a result of any additional information which the Licensor may, in its absolute discretion, provide under condition 4.2 of the Conditions of Offer.

5. ADVICE

5.1 The Licensor is not responsible for any oral advice given to an Offeror and such advice will not constitute a warranty or representation to the Offeror.

6. PREPARING THE OFFER

6.1 Each Offer is valid and irrevocable for four (4) calendar months after the Closing Date.

6.2 All alterations to the Offer must be initialled by the Offeror.

6.3 The Offeror must not complete entries in the Offeror’s Response Schedule with the words “see attached” only. If insufficient space is available in the Offeror’s Response Schedule, attachments may be appended. Full details of any attachments must be provided in the Offeror’s Response Schedule.

7. ESSENTIAL INFORMATION

7.1 An Offer must include:
- in the case of an Offer by an individual, the person’s full name and address;
- in the case of an Offer under a business name, the names and addresses of all proprietors and the address of the principal place of business; or
- in the case of an Offer by a company, the full name of the company, the Australian Company Number and the address of the registered office of the company.

8. NO PART OFFERS

8.1 Offers submitted for only part of the requirements of the Invitation will not be considered.

9. POSSESSION OF ABN

9.1 It is not a condition of the Offer that Offerors possess an Australian Business Number (ABN) at the time of submitting an Offer. However, Offerors that do not quote an ABN when submitting an Offer will be required to:
- submit a ‘Statement by a Supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise’ form to the Licensor with their Offer; or
- provide evidence of their ABN before any agreement can be entered into with the Licensor.

10. COMPETITIVE NEUTRALITY

10.1 Offers submitted by a government owned business, a local government, a State or Commonwealth agency or authority must be priced to comply with the competitive neutrality policy of their respective jurisdiction.
SECTION 2 – CONDITIONS OF OFFER

11. SITE VISITS

11.1 Any person or company intending to submit an Offer can obtain a copy of the plan of the site by contacting the contact officer named on the cover of the Invitation to Offer and see Section 5 of the Invitation.

11.2 It is highly recommended that any person or company intending to submit an offer attend a site visit.

11.3 Such Site Visits as referred to in 11.2 are to be co-ordinated through the school and will be subject to school’s schedules and timetables.

11.4 The Principal may answer questions regarding the use of the site and facilities for the conduct of the OSHC Service. The Licensor reserves the right to provide the answers to any questions to all potential Offerors through the Queensland Government Marketplace (or other means, if applicable) if the Licensor considers that the information would be beneficial to Offerors in the development of Offers.

12. OFFEROR’S CONDITIONS

12.1 Offerors must explain and clarify any terms or conditions they have included in their response. The Licensor reserves the right to accept, reject or negotiate any conditions lodged by an Offeror.

13. GENERAL OFFER CONDITIONS

13.1 By submitting an Offer, the Offeror offers to enter into the Licence subject to the terms and conditions of the invitation which, to remove any doubt, includes the terms and conditions of the documents referred to in conditions 2 of the Conditions of Offer.

14. FORMAT OF OFFER AND MODE OF SUBMISSION

14.1 Offers must be received by the closing date and time as detailed on the Invitation cover page.

14.2 Offers must be submitted;

- in the form of the attached Section 4 Offeror’s Response Schedule;

- signed by the person or persons making the Offer.

14.3 Offerors are to submit Offers in accordance with the Lodgement Details outlined in the Invitation cover page.

14.4 If Offers are requested on the invitation cover page to be submitted electronically, each file:

14.4.1 Must be submitted in a format compatible with Microsoft Office 2003;

14.4.2 The Offeror warrants that the Offer is free from viruses and has checked each electronic file with an up to date virus-checking program prior to submission.

15. LATE OR NON-CONFORMING OFFERS

15.1 The Licensor may, at its discretion, consider any Offer:

- not lodged before the Closing Date; or

- which does not comply in every respect with the requirements of the Conditions of Offer; or

- in which the Offeror’s Response Schedule is incomplete.

15.2 The Offeror must give particulars of any non-compliance with the requirements of the Invitation in the Offeror’s Response Schedule.

16. NO OFFERS BY FACSIMILE

16.1 The Licensor will not consider an Offer received by facsimile (fax).

17. NO RETURN OF DOCUMENTS

17.1 The Licensor will retain all Offers.

18. POST OFFER NEGOTIATIONS

18.1 The Licensor reserves the right to have post offer negotiations with Offerors who have been short listed on the basis of their Offer.

19. ACCEPTANCE OF OFFER

19.1 The Licensor reserves the right to:

- accept one Offer, or more than one Offer, for the whole of its requirements; or

- not accept any of the Offers.

19.2 An Offer will be deemed to be accepted when the Licensor issues an official order or a Formal Instrument of Agreement is signed.

20. NO ADVERTISING

20.1 The Offeror must not provide any information to any party relating to its progress through the evaluation process without the prior written approval of the Licensor.

20.2 The Offeror must not publish any information relating to the acceptance of any Offer in any advertising medium unless it first obtains the written approval of the Licensor.

21. COMMISSIONS AND INCENTIVES

21.1 An Offer will not be considered if the person who made the Offer, or a representative of the person or company who made the Offer, gives or offers anything to any agent of the Licensor as an inducement or reward which could in any way influence or appear to influence the person’s actions in relation to the Offer.

21.2 For the purposes of condition 21.1 of the Conditions of Offer, the word “agent” includes the parent, spouse, child or associate of the agent.

22. ADDITIONAL INFORMATION

22.1 The Licensor reserves its right in its absolute discretion, and at any time:

22.1.1 request clarification or additional information orally or in writing from any Offeror;

22.1.2 require any oral advice given by the Offeror pursuant to condition 22.1 to be confirmed in writing; and

22.1.3 request the Offeror to attend a meeting with the Licensor.
22.2 If the Licensor requests the Offeror to attend a meeting pursuant to condition 22.1.3 of the Conditions of Offer, the Offeror must be represented at the meeting by an officer who is authorised to make decisions on behalf of the Offeror and who has knowledge of all technical, financial and contractual details of the Offeror and is able to indicate the value of goods or services.

23. DISCLOSURE OF INFORMATION

24.1 The Licensor will regard all information submitted by any Offeror, (except the name of the successful Offeror), as confidential and will take all reasonable steps to safeguard the confidentiality of that information.

24. OFFER COSTS

25.1 No payment will be made by the Licensor to any person or organisation for any costs, losses or expenses incurred by that person or organisation in preparing, submitting, discussing or otherwise relating to this Invitation.

25. STATISTICAL DATA

The Licensor does not warrant the accuracy of any statistical data provided in this Invitation.

26.2 The Contractor must not construe any statistical data provided in this Invitation as a guarantee for any volume of business whatsoever.

26.3 The Contractor must not make any claim for anticipated profit or for loss of profit based on the statistical data provided in this Invitation.

26. DISCLAIMER

27.1 The Licensor will not be held liable for any claim on the grounds of erroneous or insufficient information. If an organisation has any doubts as to the meaning or intention of any part of this Invitation, or if further information is required to ensure a clear and correct understanding of the nature and extent of the goods and services required by the Licensor, application should be made to the Licensor. If, as a result of such discussions, an amendment to the specifications is made, all prospective respondents will be notified.

27.2 If there is still some doubt as to the meaning of any part of the Invitation, the Offeror must include a statement of the interpretation upon which the offer has been based, and the Licensor will take this statement into account when evaluating the offer.
Evaluation Criteria

OFFERORS WILL BE ASSESSED AGAINST THE FOLLOWING REQUIREMENTS:

COMPLIANCE WITH MANDATORY REQUIREMENTS:
- OFFEROR HOLDS THE APPROPRIATE CERTIFICATIONS, QUALIFICATIONS AND LICENCES
- ALL PERSONNEL NOMINATED POSSESS THE APPROPRIATE ACCREDITATIONS, QUALIFICATIONS AND CURRENT POSITIVE NOTICE OR EXEMPTION
- LICENSEE AGREES TO MAINTAIN THE REQUIRED INSURANCES
- OFFEROR TO PROVIDE DOCUMENTARY EVIDENCE OF REGISTRATION AS A "NOT-FOR-PROFIT ORGANISATION"
- ALL PROPOSED FEES AND CHARGES APPLICABLE TO THE SERVICE ARE DISCLOSED IN THE OFFER
- CLEANING OF THE TOILETS

DESIRED REQUIREMENTS:
- DEMONSTRATED ABILITY TO PROVIDE A HIGH QUALITY OSHC SERVICE
- DEMONSTRATED EXPERIENCE AND ABILITY TO MANAGE AN EFFECTIVE AND EFFICIENT OSHC SERVICE
- DEMONSTRATED EXPERIENCE AND ABILITY TO CREATE A TEAM OF QUALITY PERSONNEL WHO ARE IN POSSESSION OF THE APPROPRIATE QUALIFICATIONS AND EXPERIENCE IN A CHILD CARE ENVIRONMENT
- DEMONSTRATED EXPERIENCE AND ABILITY TO FORM COOPERATIVE PARTNERSHIPS WITH SCHOOL ADMINISTRATION IN A SCHOOL SETTING
- DEMONSTRATED ABILITY TO WORK COLLABORATIVELY WITH THE SCHOOL TO CREATE A POSITIVE OSHC ENVIRONMENT
- FEE STRUCTURE FOR: BEFORE SCHOOL CARE (BSC); AFTER SCHOOL CARE (ASC); VACATION CARE (VC); AND STUDENT FREE DAY (SFD)
- OTHER FEES: ENROLMENT / MEMBERSHIP / APPLICATION FEES; LATE PICK-UP FEE; ABSENCE FEE (NO ADVICE); ABSENCE FEE (ADVISED WITHIN 24HRS); CASUAL BOOKING FEE; NO HAT FEE; AND ANY OTHER FEES / CHARGES

Specification

3.1 EXPECTED COMMENCEMENT DATE

3.1.1 The Offeror understands and agrees that the OSHC Services will commence on 1 January 2013.

3.1.2 The Offeror understands and agrees that the OSHC Services are required for a period of five (5) years.

3.2 HOURS OF CARE REQUIRED

3.2.1 It is anticipated the hours of operation for the Outside School Hours Care (OSHC) Services will be as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Start Time</th>
<th>Finish Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morning</td>
<td>6:30am</td>
<td>8:50am</td>
</tr>
<tr>
<td>Afternoon</td>
<td>3:00pm</td>
<td>6:00pm</td>
</tr>
<tr>
<td>Student Free Day</td>
<td>6:30am</td>
<td>6:00pm</td>
</tr>
<tr>
<td>Public Holidays – (if applicable)</td>
<td>6:30am</td>
<td>6:00pm</td>
</tr>
<tr>
<td>Vacation care</td>
<td>6:30am</td>
<td>6:00pm</td>
</tr>
</tbody>
</table>

3.3 MANDATORY REQUIREMENTS

3.3.1 The Offeror holds the appropriate certifications, qualifications and licences in terms of the National Quality Framework for Early Childhood Care and Education and relative federal and state legislation and regulations.

3.3.2 All personnel who work at the service be in possession of the appropriate accreditations, qualifications and a current positive notice or exemption notice from the Commissioner for Children, Young People and Child Guardian.

3.3.3 The Contractor will be required to maintain the following insurances for the life of the Arrangement:
3.3.3.1 Worker’s Compensation, and

3.3.3.2 Public Liability Insurance to the minimum value of $10M

3.3.4 The Offeror must provide documentary evidence of registration as a “Not-for-Profit Organisation” from the Australian Securities and Investment Commission or the Office of Fair Trading.

3.3.5 All proposed fees and charges applicable to the Service must be disclosed in the Offer. Nondisclosure of a fee/charge may preclude the inclusion of that fee/charge in the Licence Agreement. Such fees that are not included in the Offer cannot be charged by the Licensee during the term of the Licence Agreement.

3.3.6 The Licensee will be required to clean the adjacent (B-block) Staff and Student toilets, to the satisfaction of the Business Services Manager (BSM), during vacation periods, on Pupil Free Days and prior to 8:30am every school day during the school year. The school’s cleaning staff will clean these toilets prior to 3pm each school day of the school year.

3.4 DESIRABLE REQUIREMENTS

DEMONSTRATED ABILITY TO PROVIDE A HIGH QUALITY OSHC SERVICE

3.4.1 The Offeror has demonstrated ability to provide a high quality OSHC service, which includes:

- Comply with licensing requirements
- Provision of a safe, suitable and stimulating environment
- Development of healthy eating plans, in accordance with Smart Choice and PANOSH guidelines (see 3.8.1 for further information)
- Quality and availability of resources/play equipment
- Quality and diversity of planned activities for children

DEMONSTRATED EXPERIENCE AND ABILITY TO MANAGE AN EFFECTIVE AND EFFICIENT OSHC SERVICE

3.4.2 The Offeror has demonstrated experience and ability to manage an effective and efficient OSHC service, which includes:

- Maintain an active and transparent management committee process with representation from current parents accessing the service
- Provision of an effective and efficient administrative process including: enrolments, placement bookings, invoicing, accounts receivable and payroll
- The management of Human Resources Staffing issues including: Rosters, Sick and Recreation Leave
- An effective complaints management process

DEMONSTRATED EXPERIENCE AND ABILITY TO CREATE A TEAM OF QUALITY PERSONNEL WHO ARE IN POSSESSION OF THE APPROPRIATE QUALIFICATIONS AND EXPERIENCE IN AN OSHC CHILD CARE ENVIRONMENT

3.4.3 The Offeror has demonstrated experience and ability to create a team of quality personnel who are in possession of the appropriate experience and qualifications in a child care environment, which includes:

- Staff have the appropriate qualifications in accordance with the National Quality Framework
- Proven and effective staff retention policies and processes
- Staff development initiatives and processes
- Staff issues with regards to staff processes and effectiveness thereof
- Proposed team structure for the delivery of the OSHC services

DEMONSTRATED EXPERIENCE AND ABILITY TO FORM COOPERATIVE PARTNERSHIPS WITH SCHOOL ADMINISTRATION IN A SCHOOL SETTING

3.4.4 The Offeror has demonstrated experience and ability to develop relationships with the school leadership team, which includes:

- Timely information sharing around OSHC events, issues and directions
- Regular (once per term) meetings with the school administration team to review OSHC program, practices and procedures
- Supporting school and school community initiatives, functions and celebrations
SECTION 3 – SPECIFICATION

- Following school leadership expectations and directions around maintenance of school and OSHC facilities
- Working with, cooperating and assisting contractors and maintenance staff engaged by the school outside of school hours and during vacation periods
- Negotiating with School Administration prior to operating any extra service, activity or sub-lease arrangement
- Recognising that the Principal is the accountable officer for the school site and complying with directives and expectations, from the Principal or delegate, within a timely manner
- Providing the school with copies of agendas and minutes of management committee meetings
- Details of 2 School Administrators to act as referees to testify to your provision of similar services

DEMONSTRATED ABILITY TO WORK COLLABORATIVELY WITH THE SCHOOL TO CREATE A POSITIVE OSHC ENVIRONMENT

3.4.5 The Offeror has demonstrated the ability to:

- Work collaboratively with the whole school community both inside and outside of school hours
- Maintain effective and timely communication with all stakeholders on all related matters
- Develop a positive public profile within the school community
- Develop proactive systems and approaches to ensure a consistent high quality of service and a transparent response to feedback from parents and the school
- Assist with maintaining school facilities and grounds, ensuring that all areas are always left free of rubbish, resources or student belongings
- OSHC provider will comply with all relevant DETE requirements and expectations for facilities and resource management

3.5 FEE STRUCTURE AND OTHER FEES

3.5.1 In its response at ITO Response Schedule - Response Schedule 7 – Fee Structure and Other Fees, the Offeror is to set out its proposal for all fees and charges (including penalties) for the OSHC service. This fee structure should include details of the fees payable by users of the service, the term the initial quoted fees will be fixed and any applicable:

- discounts available to families with two or more children utilising the service or any other discounts available.

NOTE: ALL FEES AND CHARGES APPLICABLE TO THE SERVICE MUST BE DISCLOSED IN THE OFFER. NON-DECLARATION OF A FEE/CHARGE MAY PRECLUDE THE INCLUSION OF THAT FEE/CHARGE IN THE LICENCE AGREEMENT

3.5.2 Fees Structure to a Parent or Care provider:

- Before School Care (BSC)
- After School Care (ASC)
- Vacation Care (VC)
- Public Holiday (if applicable)
- Student Free Day (SFD)

3.5.3 Other Fees that may be charged, including:

- Enrolment/Membership/Application fees
- Late pick-up fee
- Absence Fee (no advice)
- Absence Fee (advised within 24 hrs.)
- Casual booking fee
- No hat fee
- Any other applicable fees/charges
3.5.4 Additional Charges to Licensee (Care Provider):

- **Outgoing fees**

  3.5.4.1 The Licence to Use Department of Education, Training and Employment (DETE) premises for OSHC Services allows the Licensor to recover outgoings connected to the Licensee’s use of the premises. These outgoings include but are not limited to: electricity, water, waste, gas, cleaning, pool usage, toilet consumables and pest control. The Licensor requires a quarterly payment of outgoings.

  3.5.4.2 Where the Licensor does not stipulate a Fee for Outgoing, a formula for calculation of outgoings will be agreed with the Licensee within sixty (60) days of the commencement of the Services. The Licensor reserves the right to negotiate this amount at the end of the initial term of any Agreement.

  3.5.4.3 At the Response Schedule the Offeror is to indicate their agreement to reach a negotiated amount as agreed by both parties for outgoings, or state the amount offered for outgoings as described in Clause 3.5.4.1 above.

- **Hire charges**

  3.5.4.4 The Licence to Use Department of Education, Training and Employment Premises for Outside School Hour Care (OSHC) Services requires a hire charge to be paid to the Licensor for the use of the facilities by the Licensee. The Offeror will propose a hire charge in the Response Schedule that reflects current commercial rentals. This proposal will be accepted or negotiated upon a successful tender application.

  3.5.4.5 See Clause 3.6.2 Facilities for details of the size of the spaces available to the Licensee for the delivery of the Services.

3.6 FACILITIES

3.6.1 Maps of the rooms available for the conduct of the services are provided at Part 2 of the Licence to Use Department of Education, Training and Employment Premises.

3.6.2 OSHC at Windsor State School has permanent access to an existing OSHC facility on the lower level of B-Block (Constitution Building) and a utility room for the provision of a homework centre. Access to other classroom spaces are included in the License; however, these spaces are only to be utilised during wet weather as a last resort in consultation with the school administration.

3.7 EQUIPMENT

3.7.1 It is anticipated that the Licensee will supply all equipment required for the provision of a range of activities for students accessing the OSHC services.

3.8 FOOD FOR CHILDREN

3.8.1 In upholding the Queensland Government’s commitment to the health and wellbeing of children, it is expected that a nutrition policy is implemented which reflects the intent of Smart Choices - the Healthy Food and Drink Strategy for Queensland Schools [http://education.qld.gov.au/schools/healthy/food-drink-strategy.html] and meals are prepared by the Licensee in accordance with the Physical Activity and Nutrition Outside School Hours (PANOSH) Food Safety guidelines as issued by Queensland Heath: [http://www.health.qld.gov.au/ph/Documents/hpu/24731.pdf]
3.9 LICENSEE’S SPECIFIED PERSONNEL

3.9.1 The Offeror is to detail the levels and roles of staff members, as well as their qualification/s and experience that will deliver the OSHC services if your organisation is successful.

3.10 REPORTING

3.10.1 The Licensee is required to provide the following reports:

(a) A written report, within two (2) working days of signing of the Licence Agreement and at least five (5) days prior to the commencement of services, detailing the name and contact details of all specified personnel;

(b) A written report, at least five (5) working days prior to the commencement of any new specified personnel, detailing the name and contact details of the alternate personnel together with a photocopy of the current positive notice issued by the Commissioner for Children and Young People and Child Guardian (Blue Card) for each new specified personnel;

(c) A monthly written report, within three (3) working days of the end of the month, detailing usage levels and vacancies for the preceding month.

3.10.2 The Licensee is to submit:

(a) for the approval of the Principal, within two (2) working days of signing of the Licence Agreement, and at least five (5) days prior to the commencement of services, a proposed process for the reporting of facilities maintenance issues. This is to be in accordance with existing school processes.

(b) within two (2) working days of signing of the Licence Agreement, and at least five (5) days prior to the commencement of services, a copy of the written policies and guidelines required by the applicable licence for conducting a service.

3.10.3 On an annual basis the Licensee will be required to provide a copy of the following to the school Principal:

(a) Result of any National Quality Framework (NQF) Audits;
(b) Current Suitability Notices for all employees;
(c) Certificate of Currency for public liability insurance for not less than $10 million;
(d) Personal accident insurance for voluntary workers (where applicable);
(e) Workers compensation cover for all employees; and
(f) Annual financial audits for the service at Windsor State School.

3.11 TRANSITION/IMPLEMENTATION PLAN

3.11.1 Offerors, other than the incumbent, are required to provide a Transition Plan, which includes but is not limited to an outline of the hand over process, appropriate handling of student details and data, removal of Licensee’s equipment and cleaning/maintenance reporting.

3.11.2 If the Offeror is the incumbent, they are required to supply a continuity plan, which includes but is not limited to communication of a new procedure, changes to policies, changes to charges and fees.

3.12 COMPLIANCE OF NATIONAL QUALITY FRAMEWORK

3.12.1 Offeror are required to report any instance where they have been penalised for breach / non-compliance of National Quality Framework requirements in the past 12 months.

3.12.2 If the Offeror has been found guilty with a breach or non-compliance in the past 12 months, then the Licensee reserves the right to terminate the Licence Agreement.
Response Schedule – Please Refer To Separate Document
SECTION 4 – OFFEROR'S RESPONSE SCHEDULE

INVITATION TO OFFER

DETE – 101224

PROVISION OF OUTSIDE SCHOOL HOURS CARE SERVICES TO WINDSOR STATE SCHOOL

SECTION 4

OFFEROR’S RESPONSE SCHEDULE

Closing Date and Time:

Thursday 11 October 2012  2PM EST (Queensland time)

The Response Schedules must be lodged in accordance with the Lodgement Details on the cover page of the Invitation to Offer document.

All enquiries regarding the Invitation to Offer MUST be made in writing to the Contact Officer:

Contact Officer:  Chien-Hsing Chen

Email Address:  Chien-Hsing.Chen@dete.qld.gov.au

This Section 4 – Offeror’s Response Schedule must be completed and returned as your Offer, by the closing date and time.

The Offeror must not complete entries in this Schedule with the words “see attached” only. All attachments must be cross referenced in accordance with Section 1 (Conditions of Offer), Condition 6.3.

Note:

To check the required box, i.e.  double click on the box and change the default value from “not checked” to “checked”.
Attached is the Offer of:

<table>
<thead>
<tr>
<th>Business / Corporation / Person: (Businesses list all proprietors)</th>
</tr>
</thead>
</table>

| Type of organisation: | Not-for-profit [ ] Commercial [ ] *(mark appropriate box)* |
|-----------------------|

<table>
<thead>
<tr>
<th>Postal Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street / Physical Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Australian State in which Business / Corporation is registered:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Holding Company / Corporate Group:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ACN or Registered Business No:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Australian Business Number (ABN):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If no ABN provided:</th>
</tr>
</thead>
</table>

- Will you be applying for an ABN?
  - Yes [ ] No [ ] *(mark appropriate box)*

OR

- Have you included a 'Statement by a Contractor – Reason for not quoting an Australian Business Number (ABN) to an enterprise’ form to the Licensor with your Offer?
  - Yes [ ] No [ ] *(mark appropriate box)*

<table>
<thead>
<tr>
<th>Are you registered for GST?</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If No:</th>
</tr>
</thead>
</table>

Will you be registering for GST purposes?
  - Yes [ ] No [ ] *(mark appropriate box)*

<table>
<thead>
<tr>
<th>Address for Correspondence/Notices:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address for Orders:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Name, Phone and Fax No:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Email address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Authorised Signature(s):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name(s):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
</table>
**FORM 2 – ARRANGEMENT CONDITIONS**

List all the Addenda received (if any)
(i.e. No Addenda received, Addendum 1, Addenda 1-4, etc)

Do you acknowledge that you have included all the Addenda (if any) into your Offer?

<table>
<thead>
<tr>
<th>Addenda Number</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yes ☐ No ☐ (mark appropriate box)

Do you accept in full all the terms and conditions of this Invitation to Offer?

If NO, give details of:

- each and every aspect of non-compliance with the terms and conditions of this Invitation to Offer;
- any variations to the terms and conditions of this Invitation to Offer you wish to propose; and
- any additional conditions you wish to propose.

(Attach extra page/s if necessary)

Have you obtained legal advice in the preparation of your offer?

Yes ☐ No ☐ (mark appropriate box)

Will your organisation seek legal advice before the execution of any contractual arrangements if you are awarded this tender?

Yes ☐ No ☐ (mark appropriate box)

The Offeror understands and agrees that the OSHC Services are required for a period of five (5) years.

Yes ☐ No ☐ (mark appropriate box)

The Offeror acknowledges the number of places as outlined in Section 1 – Background Information and hours of operation as outlined in Section 3 – Specification 3.2.1 and agrees to provide the service accordingly.

Yes ☐ No ☐ (mark appropriate box)

Do you acknowledge that the department reserves the right NOT to accept or negotiate any contractual conditions should you fail to disclose in your offer full details of:

- each and every aspect of non-compliance with the terms and conditions of this Invitation to Offer;
- any variations to the terms and conditions of this Invitation to Offer you wish to propose; and
- any additional conditions you wish to propose.

Yes ☐ No ☐ (mark appropriate box)

Name of Offeror:

---

Section 4 – Offeror’s Response Schedule

Version (1.0)
## RESPONSE SCHEDULE 1 – EVALUATION CRITERIA
### MANDATORY CRITERIA

1.1 Does your Organisation comply with the following Mandatory Requirements?

<table>
<thead>
<tr>
<th>Mandatory Requirement</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1.1 CERTIFICATIONS, QUALIFICATIONS AND APPROVALS:</strong></td>
<td></td>
</tr>
<tr>
<td>The Licensee is to hold the appropriate certifications, qualifications and approvals in terms of the National Quality Framework for Early Childhood Care and Education and relative federal and state legislation and regulations.</td>
<td>Does your Organisation agree to ensure that this requirement is complied with throughout the term of the Arrangement? Yes ☐ No ☐ (mark appropriate box)</td>
</tr>
<tr>
<td><strong>1.1.2 PERSONNEL:</strong></td>
<td></td>
</tr>
<tr>
<td>All relevant personnel are required to hold:</td>
<td></td>
</tr>
<tr>
<td>• appropriate accreditations and qualifications in terms of National Quality Framework for Early Childhood Education and Care and comply with all relative federal and state legislations and regulations, and</td>
<td>Will you ensure that all personnel comply with this requirement? Yes ☐ No ☐ (mark appropriate box) ☐</td>
</tr>
<tr>
<td>• a current positive notice or exemption notice from the Commissioner for Children, Young People and Child Guardian.</td>
<td></td>
</tr>
<tr>
<td><strong>1.1.3 INSURANCE:</strong></td>
<td></td>
</tr>
<tr>
<td>Organisations must, (prior to the commencement of any services) if contracted, agree to hold and maintain for the life of the Agreement the following insurances:</td>
<td>Does your Organisation agree to ensure that this requirement is complied with throughout the term of the Arrangement? Yes ☐ No ☐ (mark appropriate box) Yes ☐ No ☐ (mark appropriate box)</td>
</tr>
<tr>
<td>• Workers Compensation Insurance; and</td>
<td></td>
</tr>
<tr>
<td>• Public Liability Insurance to the minimum value of $10M.</td>
<td></td>
</tr>
<tr>
<td><strong>1.1.4 STATUS AS A “NOT-FOR-PROFIT ORGANISATION”:</strong></td>
<td></td>
</tr>
<tr>
<td>Can your Organisation provide documentary evidence of registration as a “Not-for-Profit Organisation”, with ASIC (Australian Securities and Investment Commission), or the Office of Fair Trading?</td>
<td>Yes ☐ No ☐ (mark appropriate box) (Documentary evidence is to be attached to Offer).</td>
</tr>
<tr>
<td><strong>1.1.5 PRICING:</strong></td>
<td></td>
</tr>
<tr>
<td>Has your Organisation made full disclosure of all fees and charges in the Pricing Schedule (Response Schedule 7 – Evaluation Criteria – Charge structure and Other Fees)?</td>
<td>Yes ☐ No ☐ (mark appropriate box)</td>
</tr>
<tr>
<td><strong>1.1.6 CLEANING:</strong></td>
<td></td>
</tr>
<tr>
<td>Does your Organisation agree to clean the adjacent (B-block) Staff and Student toilets, to the satisfaction of the Business Services Manager (BSM), as outlined in Section 3 - Specification 3.3.6?</td>
<td>Yes ☐ No ☐ (mark appropriate box)</td>
</tr>
</tbody>
</table>

Name of Offeror:
1.2 Additional factors

1.2.1. EXPECTED COMMENCEMENT DATE
The Offeror understands and agrees that the OSHC Services will commence on 1st January 2013.

Yes [ ] No [ ] (mark appropriate box)

1.2.2. HOURS OF CARE REQUIRED
The Offeror understands and agrees to provide the OSHC Services as outlined below

<table>
<thead>
<tr>
<th>Period</th>
<th>Start Time</th>
<th>Finish Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morning</td>
<td>6:30am</td>
<td>8:50am</td>
</tr>
<tr>
<td>Afternoon</td>
<td>3:00pm</td>
<td>6:00pm</td>
</tr>
<tr>
<td>Student Free Day</td>
<td>6:30am</td>
<td>6:00pm</td>
</tr>
<tr>
<td>Public Holidays - (if applicable)</td>
<td>6:30am</td>
<td>6:00pm</td>
</tr>
<tr>
<td>Vacation care</td>
<td>6.30am</td>
<td>6:00pm</td>
</tr>
</tbody>
</table>

Does your Organisation agree to ensure that this requirement is complied with throughout the term of the Arrangement?

Yes [ ] No [ ] (mark appropriate box)

(Attach your proposed hour of care provision)

1.2.3. SITE VISIT
Did a representative of your Organisation attend the scheduled site visit?

Yes [ ] No [ ] (mark appropriate box)

Date: / / 

Name of Offeror:

Section 4 – Offeror’s Response Schedule Version (1.0) Page: 5 of 32
RESPONSE SCHEDULE 2 – EVALUATION CRITERIA
HIGH QUALITY OSHC SERVICE

2.1 Demonstrated ability to provide a high quality OSHC Service

| 2.1.1. Please provide full details of how your Organisation will comply with licencing requirements and previous experience in the provision of OSHC Services. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 2.1.2. Please provide details of your Organisation’s ability to provide a safe, suitable and stimulating environment for children using the service. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 2.1.3. Provide documentary evidence detailing your Organisations understanding of “Healthy Eating Plans” in accordance with Smart Choices - the Healthy Food and Drink Strategy for Queensland Schools and PANOSH’s (Physical, Activity & Nutrition Outside School Hours) Dietary Guidelines for children and Adolescents in Australia guidelines (e.g. sample menu plans). |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 2.1.4. Provide details of the quality and availability of your Organisation’s resources and play equipment. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 2.1.5. Please provide a detailed schedule of your Organisation’s proposed planned activities for children including the diversity and quality of the activities. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

Name of Offeror:
### 3.1 Demonstrated experience and ability to manage an effective and efficient OSHC Service

#### 3.1.1. Provide details of how your organisation will develop and maintain active and transparent management committee processes with representation from current parents accessing the service:

**RESPONSE:**

*Expand table as required or add cross-referenced attachment.*

#### 3.1.2. Provide details of your Organisation's previous experience and ability in providing effective and efficient management of an OSHC service, including:

- An efficient administrative process;
- Enrolments;
- Place bookings;
- Invoicing;
- Accounts receivable; and
- Payroll.

**RESPONSE:**

*Please address each of the requirements listed above. Expand table as required or add cross-referenced attachment.*

#### 3.1.3. Provide details of your Organisation's processes and procedures for managing the Human Resources issues, including:

- Rostering;
- Sick Leave; and
- Recreation Leave.

(How your Organisation plans for and reacts to unplanned and long term absences)

**RESPONSE:**

*Please address each of the requirements listed above. Expand table as required or add cross-referenced attachment.*

---

**Name of Offeror:**
3.1.4. Please detail your Organisation's policies and procedures for the effective management of complaints to ensure all issues are resolved expeditiously and to the satisfaction of all parties.

RESPONSE:

*Expand table as required or add cross-referenced attachment.*
**SECTION 4 – OFFEROR’S RESPONSE SCHEDULE (CONTINUED)**

**RESPONSE SCHEDULE 4 – EVALUATION CRITERIA**

**QUALITY PERSONNEL**

4.1 Demonstrated experience and ability to create a team of quality personnel who are in possession of the appropriate experience and qualifications in a child care environment.

| 4.1.1. Please provide details of how your Organisation will ensure that all staff, current and future, providing the service have the appropriate qualifications in compliance with the National Quality Framework. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 4.1.2. Please provide details of your Organisation’s proven and effective staff retention initiatives and policies. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 4.1.3. Please provide details of your organisation’s staff development initiatives and processes. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 4.1.4. Please provide details of how your Organisation deals with staff issues with regards to staff processes and effectiveness thereof. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

| 4.1.5. Please provide details of your proposed team structure for the delivery of the OSHC services. The structure provided should detail titles, roles, responsibilities, qualifications and experiences for each title listed. |
| RESPONSE: |
| Expand table as required or add cross-referenced attachment. |

**Name of Offeror:**
5.1 Demonstrated experience and ability to form cooperative partnerships with school administration in a school setting

5.1.1. Provide details of your Organisation’s ability or plans to ensure timely information sharing around OSHC events, issue and directions.

**RESPONSE:**

Expand table as required or add cross-referenced attachment.

5.1.2. Provide details of your Organisation’s ability to participate in regular meetings with the school administration team to review OSHC programs, practices and procedures.

**RESPONSE:**

Expand table as required or add cross-referenced attachment.

5.1.3. Please provide details of how your Organisation will support school community initiatives, functions and celebrations.

**RESPONSE:**

Expand table as required or add cross-referenced attachment.

5.1.4. Provide details of your Organisation’s plans to follow school leadership expectations around maintenance of school and OSHC facilities.

**RESPONSE:**

Expand table as required or add cross-referenced attachment.

5.1.5. Please detail your Organisation’s abilities to work with, cooperate with and assist contractors and maintenance staff engaged by the school outside of school hours and during vacation periods.

**RESPONSE:**

Expand table as required or add cross-referenced attachment.

Name of Offeror:
5.1.6 Please detail your Organisation’s processes and procedures that will enable effective negotiation with school administration prior to operating any extra service, activity or sub lease arrangement.

RESPONSE:

Expand table as required or add cross-referenced attachment.

5.1.7. Please detail your Organisation’s abilities to comply with directives and expectations, within a timely manner, given by the Principal as the accountable officer.

RESPONSE:

Expand table as required or add cross-referenced attachment.

5.1.8. Please detail your Organisation’s abilities to provide the school with copies of agendas and minutes of OSHC management committee meetings.

RESPONSE:

Expand table as required or add cross-referenced attachment.

5.1.9. Please provide details of two (2) School Administrators who can be contacted as referees for your company in relation to the provision of similar services.

RESPONSE:

Expand table as required.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>CONTACT PERSON</th>
<th>CONTACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Offeror:
 RESPONSE SCHEDULE 6 – EVALUATION CRITERIA  
POSITIVE OSHC ENVIRONMENT
6.1 Demonstrated ability to work collaboratively with the school to create a positive OSHC environment

| 6.1.1. Provide details of your Organisation’s ability to work collaboratively with the school both inside and outside of school hours. |
| RESPONSE: 
Expand table as required or add cross-referenced attachment. |

| 6.1.2. Provide details of your Organisation’s protocols for communicating with all stakeholders on related matters. |
| RESPONSE:  
Expand table as required or add cross-referenced attachment. |

| 6.1.3. Please provide details of how your Organisation will develop a positive public profile with the school community. |
| RESPONSE:  
Expand table as required or add cross-referenced attachment. |

| 6.1.4. Provide details of your Organisation’s processes and procedures to ensure a consistently high quality of service and for managing a transparent response to feedback relating to the delivery of the service from both the school and the parents. |
| RESPONSE:  
Expand table as required or add cross-referenced attachment. |

| 6.1.5. Please detail your Organisation’s policies and procedures for the effective management the school facilities and environment to ensure the OSHC environment is free from rubbish and student belongings. |
| RESPONSE:  
Expand table as required or add cross-referenced attachment. |

Name of Offeror:
6.1.6. Please provide detail of how your Organisation will comply with all relevant DETE requirements and expectations for facilities and resource management.

RESPONSE:

Expand table as required or add cross-referenced attachment.
RESPONSE SCHEDULE 7 – EVALUATION CRITERIA
CHARGE STRUCTURE AND OTHER FEES

7.1.1 Fee schedule for:
- Before School Care (BSC);
- After School Care (ASC);
- Vacation Care (VC);
- Public holiday (PH) (if applicable); and
- Student Free Days (SFD).

Fee detailed should be the fees charged to a Parent/Care Provider (Incl. GST):

<table>
<thead>
<tr>
<th>Service</th>
<th>Full Fee – No rebate</th>
<th>108% (Inc. Child Care Rebate)</th>
<th>100% (Inc. Child Care Rebate)</th>
<th>80% (Inc. Child Care Rebate)</th>
<th>Full Fee (Inc. Child Care Rebate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BSC</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
</tr>
<tr>
<td>ASC</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
</tr>
<tr>
<td>VC</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
</tr>
<tr>
<td>PH</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
</tr>
<tr>
<td>SFD</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
<td>$ .</td>
</tr>
</tbody>
</table>

Please detail the period fees will remain fixed for, as well as the process used to determine and request price increases (expand table as required)
Changes to Fees cannot be implemented until agreed in writing by School Principal.

7.1.2 Other Fees that may be charged from time to time including but not limited to (Incl. GST):

<table>
<thead>
<tr>
<th>Fees Chargeable</th>
<th>Fee Amount</th>
<th>Provide details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrolment, Membership or Application fee (please indicate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late pick-up fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Absence Fee (no advice)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Absence Fee (advised within 24hrs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casual booking fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No hat fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any other fees/charges (expand table as required)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please detail the period fees will remain fixed for, as well as the process used to determine and request price increases (expand table as required)
Changes to Fees cannot be implemented until agreed in writing by School Principal.

7.1.3 Discounts available to Families

| Does your Organisation offer discounts to families with two or more children utilising your services? | Yes ☐ No ☐ (mark appropriate box) |
| Expand table as required or add cross-referenced attachment. | If Yes, please provide details |

Name of Offeror:
### SECTION 4 – OFFEROR’S RESPONSE SCHEDULE (CONTINUED)

#### 7.1.4 Hire Charges and Outgoings

<table>
<thead>
<tr>
<th>Hire Charges:</th>
<th>Yes ☐ No ☐</th>
<th>Method of Payment: Electronic Funds transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Offeror acknowledges the hire charges payable for use of the premises and agrees to pay the hire charges as specified below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount: TO BE PROPOSED BY THE OFFEROR</td>
<td>Payment Term/s: to be paid monthly</td>
<td></td>
</tr>
<tr>
<td>Hire Charges will remain fixed for the initial 12 months of the Licence and future Hire Charges will be renegotiated at that time.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Costs included in Hire Charge
- Use of identified building/s and contents
- Use of School grounds and play areas

#### Outgoings:
The Offeror acknowledges that this arrangement allows the Licensor to cover outgoings as specified below:

<table>
<thead>
<tr>
<th>Amount (Fixed Amount):</th>
<th>Payment Term/s: to be paid quarterly</th>
<th>Method of Payment: Electronic Funds transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,950.00 PER QUARTER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Outgoings will remain fixed for the initial 12 months of the Licence and future Outgoings will be renegotiated at that time.

#### Costs included in Outgoings
- BCC – Waste & Veolia Skips
- Electricity
- Urban Utilities- Water
- Urban Utilities- Sewer
- Cleaning and cleaning consumables
- Initial and ongoing Pest Control (exterior)
- Mowing of school grounds
- Maintenance of facility
- Cost of consumables in school toilets

**Licensee is responsible for all other expenses including:**
- Telephone
- Pest Control (internal)
- Internet
- Upgrading of any residence facility (subject to approval)
- Security – if required (subject to approval)
- Insurance

Name of Offeror:
RESPONSE SCHEDULE 8 – RELEVANT INFORMATION

8.1 Other criteria that may be evaluated include but is not restricted to:

8.1.1 Please detail below the enrolment numbers that your Organisation considers to be the minimum number required to ensure a viable OSHC Service can be provided at this school.

<table>
<thead>
<tr>
<th>Service Provided</th>
<th>Minimum Enrolments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before School Care</td>
<td></td>
</tr>
<tr>
<td>After School Care</td>
<td></td>
</tr>
<tr>
<td>Vacation Care</td>
<td></td>
</tr>
<tr>
<td>Public holiday (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Student Free Days</td>
<td></td>
</tr>
</tbody>
</table>

RESPONSE:

Expand table as required or add cross-referenced attachment.

8.1.2 Please detail initiatives that your Organisation will include into the service that may add value to your offer and that may differentiate your offer from others.

RESPONSE:

Expand table as required or add cross-referenced attachment.

8.1.3 Please provide details of your level of compliance with the Terms and Conditions.

RESPONSE:

Expand table as required or add cross-referenced attachment.

8.1.4 Please provide details of the list of equipment to be used by the school.

RESPONSE:

Expand table as required or add cross-referenced attachment.

8.1.5 Please provide details of your proposed menu that meets the Smart Choice - the Healthy Food and Drink Strategy for Queensland Schools and PANOSH Food Safety guidelines

RESPONSE:

Expand table as required or add cross-referenced attachment.

8.1.6 Please provide details of the levels and roles of staff members, as well as their qualification and experience, that will deliver the OSHC services if your company is successful

RESPONSE:

Expand table as required or add cross-referenced attachment.

Name of Offeror:
### 8.1.7 Reporting

| Do you agree to provide the reports as outlined in Section 3 – Specification – 3.10.1 | Yes [ ] No [ ] (mark appropriate box) |
| Do you agree to provide the reports as outlined in Section 3 – Specification – 3.10.2 | Yes [ ] No [ ] (mark appropriate box) |
| Do you agree to provide the reports as outlined in Section 3 – Specification – 3.10.3 | Yes [ ] No [ ] (mark appropriate box) |

### 8.1.8 Please provide details of your Transition Plan or Implementation Plan, if you are not the incumbent.

**RESPONSE:**

Expand table as required or add cross-referenced attachment.

### 8.1.9 Please provide details of your level of compliance with the Terms and Conditions.

[ ] you agree to comply to the National Quality Framework as outlined in Section 3 – Specification – 3.12

Yes [ ] No [ ] (mark appropriate box)

---

**Name of Offeror:**
SECTION 4 – OFFEROR’S RESPONSE SCHEDULE (CONTINUED)

FORM 3 - INSURANCE DETAILS

Worker’s Compensation

<table>
<thead>
<tr>
<th>Provider Policy Number</th>
<th>Expiry Date</th>
</tr>
</thead>
</table>

Public Liability

<table>
<thead>
<tr>
<th>Provider Policy Number</th>
<th>Expiry Date</th>
<th>Insured Amount</th>
</tr>
</thead>
</table>

Include in the following table, the types of insurances held, inclusions, exclusions, special conditions, claim history and any other information deemed relevant.

FURTHER DETAILS

Have you provided in your Offer a certificate of currency for each insurance policy listed above?

Yes [ ] No [ ] (mark appropriate box)

Where the Offeror does not currently hold insurance, does the Offeror agree to obtain the insurance policies as per Clause 23 (Conditions of Offer) prior to the commencement of any Services?

Yes [ ] No [ ] (mark appropriate box)

Name of Offeror:
SECTION 4 – OFFEROR’S RESPONSE SCHEDULE (CONTINUED)

FORM 4 - DECLARATION OF INTEREST AND POSSIBLE INFLUENCE

The Offeror acknowledges that Section 89 of the Criminal Code Act 1899 prohibits any person employed by the Department of Education, Training and Employment (DETE) from obtaining a private interest (either direct or indirect) in any contract or agreement with DETE apart from their primary contract of employment. This means that DETE employees must not seek to contract with the department for the provision of goods or services.

If it is likely or possible that a person, who falls within a group described below, may benefit directly or indirectly from the award of an order to the Offeror, the Offeror must supply details of the person’s name, address, relationship to Offeror, relationship to DETE and any explanatory information.

If there are no relationships or benefits to declare, please complete each section of the form with word “None” and sign the form in the space provided.

1. Current employees, contractors or consultants of the DETE.

☐

2. Former employees or contractors or consultants of DETE who have worked for the department in any way during the one (1) year period immediately prior to the closing date of this Invitation to Offer.

☐

3. Members of the immediate family meeting the preceding criteria.

☐

Signed __________________________ Date: ________________________

Name of Offeror:

__________________________________________________________________________
SECTION 5
LICENSE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 1 — REFERENCE SCHEDULE

Item 1. Name of School where Outside School Hours Care (OSHC) Service is located

Windsor State School

Item 2. Address of School where OSHC Service is located

Harris Street, Windsor Qld 4030

Item 3. Name of Licensor

State of Queensland (represented by the Department of Education, Training and Employment)

Item 4. Address of Licensor

Education House, 30 Mary Street, Brisbane QLD 4000

Item 5. Licensor Contact for Notices – The School

Person/Position: Stephen O’Kane (Principal)  Address: Harris Street, Windsor Qld 4030
Telephone Number: 07 38664333  Facsimile: 07 38664300  Email: sokan1@eq.edu.au

Item 6. Name of Licensee


Item 7. Address of Licensee


Item 8. Licensee Contact for Notices

Person/Position:  Address:
Telephone Number:  Facsimile:  Email:

Item 9. School Land Description

Lot Number:  County of:  Parish of:  Title Reference:

Item 10. Commencement Date

1 January 2013

Item 11. Termination Date

1 January 2018

Item 12. Hire Charges

Amount: TO BE PROPOSED BY THE OFFEROR  Payment Term/s: to be paid monthly  Method of Payment: Electronic Funds transfer

Costs included in Hire Charge
- Use of building and contents
- Use of School grounds and play areas
SECTION 5
LICENCE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 1 — REFERENCE SCHEDULE

Item 13. Outgoings

<table>
<thead>
<tr>
<th>Amount (Fixed Amount):</th>
<th>Payment Term/s: to be paid</th>
<th>Method of Payment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,950.00 PER QUARTER</td>
<td>quarterly</td>
<td>Electronic Funds transfer</td>
</tr>
</tbody>
</table>

Costs included in Outgoings:
- BCC- Waste
- Electricity
- Urban Utilities- Water
- Urban Utilities- Sewer & Veolia Skips
- Cleaning and cleaning consumables
- Initial and ongoing Pest Control (exterior)
- Mowing of school grounds
- Maintenance of OSHC facility
- Cost of consumables in school toilets

Licensee is responsible for all other expenses including:
- Telephone
- Pest Control (interior)
- Internet
- Upgrading of any residence facility (subject to approval)
- Security- if required (subject to approval)
- Insurance

Item 14. Description of Premises to be used by Licensee

For the entire agreement:
- Lower level B-Block (Constitution Building)
- School Oval and Adventure Playgrounds
- Anzac Terrace (Top Oval)
- With agreement from the school and the P&C, the school pool may also be used

*(see Plan in Part 2)

Item 15. Permitted Use

The Premises are permitted for use by the Licensor for the times specified in Item 16 for the purpose of
... provision of care to children enrolled in the Outside School Hours Care service. Prior approval must
be gained from the School Administration before the Licensee operated any extra service, activity or sub
lease arrangement.

The Licensor reserves the right to use, change or amend which of the school facilities may be utilised by
the service due to operational necessity after due consultation with the Licensee.

Item 16. Time/s of Use

<table>
<thead>
<tr>
<th>Period</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morning</td>
<td>From: 6.30am - 8.50am</td>
</tr>
<tr>
<td>Afternoon</td>
<td>From: 3.00pm - 6.00pm</td>
</tr>
<tr>
<td>Student Free Day</td>
<td>From: 6.30am - 6.00pm</td>
</tr>
<tr>
<td>Public Holidays – (if applicable)</td>
<td>From: 6.30am - 6.00pm</td>
</tr>
<tr>
<td>Vacation care</td>
<td>From: 6.30am - 6.00pm</td>
</tr>
</tbody>
</table>
SECTION 5
LICENSE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 1 — REFERENCE SCHEDULE

Item 17. Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Full Fee – No rebate</th>
<th>108% (inc. Child Care Rebate)</th>
<th>100% (inc. Child Care Rebate)</th>
<th>80% (inc. Child Care Rebate)</th>
<th>Full Fee (inc. Child Care Rebate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BSC</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ASC</td>
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<tr>
<td>VC</td>
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<td>PH</td>
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<tr>
<td>SFD</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Discounts, if applicable. (If Yes, please provide details)

Please detail the period fees will remain fixed for, as well as the process used to determine and request price increases (expand table as required)

<table>
<thead>
<tr>
<th>Other Fees Chargeable</th>
<th>Fee Amount</th>
<th>Provide details</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Enrolment, Membership or Application fee (please indicate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Late pick-up fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Absence Fee (no advice)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Absence Fee (advised within 24hrs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Casual booking fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• No hat fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Any other fees/charges (expand table as required)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please detail the period fees will remain fixed for, as well as the process used to determine and request price increases (expand table as required)

Item 18. Licensor’s Equipment to be used by Licensee

The Licensor proposes to make available the following:

To be negotiated upon Successful Application

Item 19. Licensee’s Equipment to be used by School


Item 20. Area available for storage use by Licensee

The Licensor will make available:

To be negotiated upon Successful Application
SECTION 5
LICENCE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 1 — REFERENCE SCHEDULE

Item 21. Maintenance
The Licensee is required to clean the adjacent (B-block) Staff and Student toilets, to the satisfaction of
the Business Services Manager (BSM), during vacation periods, on Pupil Free Days and prior to 8:30am
every school day during the school year. The school’s cleaning staff will clean these toilets prior to 3pm
each school day of the school year.

As outlined in Section 7 of Standard Conditions of Agreement scheduled maintenance will be conducted
by the Licensor however the Licensee will be responsible for any damage that occurs during the use of
the Premises and such repair will be completed to the satisfaction of the school principal. The Licensee
is responsible for the repair or replacement of any property or equipment where such property requires
repair or replacement due to the activities or use by the Licensee.

The Licensee must immediately notify the school principal of any damage to property or need of repair,
whether resulting from the service’s activities or noticed during the activity but not resulting from the
activities of the service.

Item 22. Other Conditions
Meals
All meals will be prepared by the Licensee in accordance with the Physical Activity and Nutrition Outside
School Hours (PANOSH) Food Safety guidelines as issued by Queensland Heath.

Religious Instruction.
Religious Instruction is not part of a school’s Outside School Hours Care Service.
An Out of School Hours Care Service provided by a religious organisation must show respect for all
religious and non-religious beliefs and other stances represented in the school community.
All activities and events provided within an Outside School Hours Care Service are to be non-
discriminatory and equitably available to students of all beliefs who choose to participate.
All Personnel and any other staff of an Outside School Hours Care Service must avoid any implications
that any one religion, denomination or other set of beliefs is advantageous or superior to any other
denomination, religion or belief.

Parking
OSHC workers shall park off site at all times. There is no parental parking or pick-up on site between the
hours of 8:15am and 3:30pm.
SECTION 5
LICENCE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 1 — REFERENCE SCHEDULE

Item 23. Execution

<table>
<thead>
<tr>
<th>Licensor</th>
<th>Execution Date</th>
<th>Licensor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>/ /</td>
<td></td>
</tr>
<tr>
<td>Signature of Authorised Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Authorised Officer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Witness</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Witness</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Licensee</th>
<th>Execution Date</th>
<th>Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>/ /</td>
<td></td>
</tr>
<tr>
<td>Signature of Authorised Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Authorised Officer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Witness</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Witness</td>
<td></td>
</tr>
</tbody>
</table>

The person signing warrants that they have authority to sign this Agreement for the Licensee.
SECTION 5
LICENCE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 3—RULES.

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms have the meanings assigned to them:

1.2 “Agreement” means Parts 1, 2, 3, 4 and 5 of this document and any other Annexure or Schedule to this document.

1.3 “Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland.

1.4 “Commencement Date” means the day on which this Agreement commences as set out in Item 10 of Part 1.

1.5 “Hire charges” means the amount specified in Item 12 of Part 1.

1.6 “Land” means the land described in Item 9 of Part 1, which is owned by or under the control of the Licensor.

1.7 “Licence Year” means each separate year of the Term of this Agreement, the first Licence Year commencing on the Commencement Date.

1.8 “Licensor” means the person named in Item 3 of Part 1.

1.9 “Minister” means the Minister for Education and Training or its successors.

1.10 “Parking areas” means the area that is available for use for parking during the time the Licensee has a licence to use and occupy the Premises as identified by hatching in red on the plan set out in Part 2.

1.11 “Permitted Use” means the use of the Premises as described in Item 15 of Part 1.

1.12 “Premises” means that part of the Land, including buildings, that is licensed to the Licensee in accordance with the terms of this Agreement as identified by hatching in red on the plan in Part 2 and the equipment identified in Item 17 of Part 1.

1.13 “Principal” means the Principal of the School.

1.14 “P&C” means the Parents and Citizens Association of the School.

1.15 “Routes of Access” means the area that is to be used as access during the time the Licensee has a licence to use and occupy the Premises as identified by hatching in red on the plan set out in Part 2 and varied, from time to time, by the Principal.

1.16 “Licensee” means the person named in Item 6 of Part 1.

1.17 “School” means the School identified in Item 1 of Part 1.

1.18 “Termination Date” means the day on which this Agreement terminates as set out in Item 11 of Part 1.

1.19 “Term of this Agreement” means the period this Agreement will be in effect.

2. INTERPRETATION

2.1 A reference to a statute, regulation, ordinance or local law shall be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing the same.

2.2 Where the day on or by which anything under this Agreement is to be done is a Saturday, Sunday or public holiday in Queensland, such thing may be done on the next Business Day in Queensland.

2.3 A covenant or agreement on the part of two or more parties shall be deemed to bind them jointly and severally.

2.4 Unless otherwise specified, the covenants and obligations of the parties to this Agreement shall be construed as if each such covenant or obligation is a separate and independent covenant made by one party in favour of the other.

2.5 In the case of any inconsistency between the Parts and Schedules to this Agreement and a clause in this Part, the provisions of the clause shall prevail to the extent of the inconsistency.

2.6 A reference to any authority, association or body, whether statutory or otherwise, shall be deemed to refer to any authority, association or body established or constituted in lieu thereof or succeeding, as nearly as may be, to the powers or functions thereof.
SECTION 5
LICENSE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 3—RULES.

2.7 The singular shall include the plural and vice versa.

2.8 Words importing one gender shall include a reference to all other genders.

2.9 Where the context permits, reference to the Licensee shall extend to the members, servants, agents and invitees of the Licensee.

3. LICENCE

3.1 The following documents constitute the entire Licence between the Licensor and the Licensee:

   (1) This Licence document,
   (2) Section 3 Specification; and
   (3) The Licensee's Offer dated / /2012.

3.2 The Licence shall expire on the date set out in Item 10 of Section 1 of the Licence.

3.3 The Licensee shall immediately surrender their Service Approval to the issuing authority upon expiration of the Licence.

3.4 The Licensor grants to the Licensee and the Licensee accepts a licence to use and occupy the Premises in common with the Licensor and all others with similar rights for the Term of this Agreement, on the terms and conditions set out in this Agreement.

3.5 For the purpose of obtaining access to the Premises, the Licensor authorises the Licensee to use the Routes of Access.

3.6 The Licensee will not use the Premises for any purpose other than the Permitted Use, and the times of use set out in Item 16 of Part 1.

3.7 The rights conferred by this Agreement rest in contract only and shall not infer an intention to create in, or confer upon the Licensee any tenancy, estate or interest in the Premises.

4. HIRE CHARGES

4.1 The Licensee agrees to pay to the Licensor the hire charges as set out in Item 12 of Part 1 and at the time/s and by the method set out in that Item.

5. HIRE CHARGE REVIEW

5.1 If the hire charge is to be reviewed as set out in Part 1, the Hire Charge Review Formula is:

   \[ A = B \times \frac{C}{D} \]

   Where:

   "A" = yearly hire charge payable during the year of the term under review,

   "B" = hire charge payable during the year of the term immediately preceding the year of the term under review,

   "C" = index number released for the consumer price index Brisbane for the last quarter immediately preceding the first day of the licence year under review, and

   "D" = index number released for the consumer price index Brisbane for the last quarter immediately preceding the first day of the licence year last concluded.

5.2 In no event will the annual sum payable in the year under review be less than that paid in the year immediately preceding.

6. OUTGOINGS

6.1 Item 13 of Part 1 sets out whether the Licensor or the Licensee is responsible for the costs, outgoings and expenses ("outgoings") connected with the Licensee's use of the Premises. These outgoings include but are not limited to water, electricity, gas and telephone charges, cleaning.

6.2 If the Licensee is responsible for all or part of the outgoings and the Licensor and Licensee agree that the Licensee shall pay the Licensor for the outgoings on a pro rata basis then the formula for this pro rata basis is set out in Item 13 of Part 1.

6.3 If the Licensee is responsible for all or part of the outgoings the Licensor shall not be liable in any way for any such outgoings.

6.4 If the Licensee is responsible for all or part of the outgoings the Licensee indemnifies the Licensor in respect of the outgoings.
SECTION 5
LICENSE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 3—RULES.

7. MAINTENANCE & REPAIR

7.1 In its use of the Premises, the Licensee shall—

(a) take reasonable care of the Premises and all fixtures, fittings, equipment, and other property which the Licensor permits the Licensee to use for the purposes of this Agreement;

(b) following each occasion of use, leave the Premises in as near as the condition as existed at the Commencement Date; and

(c) be responsible for the cost of repair or replacement of any property of the Licensor where such repair or replacement is due to the activities of or use by the Licensee.

7.2 The Licensee shall not make or cause to be made any alteration, additions or improvements to the Premises without approval from the Licensor.

7.3 If the Premises are at any time during the term of this Agreement damaged or destroyed by fire, lightning, storm, flood, tempest, earthquake, explosion, fusion, subsidence, act of God, riot, civil commotion, strikes, enemy action or malicious damage or otherwise without fault on the part of the Licensee, then the hire charges payable under this Agreement after the date of that damage or destruction (or a fair and just proportion thereof according to the nature and extent of the damage) will be suspended and cease to be payable until the Premises is rebuilt, reinstated and repaired so as to be fit for occupation, use and enjoyment by the Licensee.

7.4 The Licensor may, at its option, elect whether to repair the damage to the Premises. If the Licensor elects not to repair such damage, then either party may terminate this Agreement by notice in writing to the other party.

7.5 If this Agreement is terminated pursuant to clause 7.4 the Licensee has no right to a claim for compensation.

7.6 The Licensee shall be required, at its own cost, to remove from the Premises all fittings, equipment, furniture and other articles of property contained in or about the Premises which belong to the Licensee—

(a) on expiration of this Agreement; or

(b) upon earlier termination of this Agreement;

and the removal of such property shall be within 30 days of such expiration or earlier termination. In effecting such removal, the Licensee shall cause as little damage as possible to the Premises and make good to the reasonable satisfaction of the Licensor any damage that may be occasioned to the Licensor’s property by such removal.

8. ASSIGNMENT

8.1 The Licensee must not assign, sub-license or in any manner part with the use and occupation of the Premises or assign the benefit of this Agreement.

9. ADVERTISING

9.1 The Licensee must not erect or display advertising material on the Premises without the written approval of the Licensor.

9.2 Advertising to promote the activity at the Premises must not be used unless the Licensee has received the prior written approval of the Licensor.

9.3 As a guide, the Licensor will not approve advertising that—

(a) is of a nature that might imply that the School or Department of Education, Training and Employment is involved with or endorses the thing or activity advertised;

(b) refers to the premises other than to show the location of the venue;

(c) is, in the Licensor’s opinion, objectionable.

10. PRIVACY

10.1 The Licensee must not access, record, use, disclose or retain any personal information obtained from the occupation of or use of the Premises.

11. LICENSOR’S COVENANT

11.1 The Licensor will promptly pay all outgoings not payable by the Licensee under the terms of this Agreement.
SECTION 5
LICENCE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 3—RULES.

12. INDEMNITY

12.1 The Licensee indemnifies, releases and discharges the Licensor from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the Licensor or which the Licensor may pay, sustain or be put to by reason of, or in consequence of or in connection with the occupation and use of the Premises except to the extent of any negligent act of the Licensor or their servants or agents.

13. INSURANCE

13.1 The Licensee shall, if required and for the term of this Agreement, take out and maintain:

(a) a policy of insurance in accordance with the Workers’ Compensation and Rehabilitation Act 2003;
(b) a policy of personal accident insurance for all volunteer workers.

13.2 The Licensee must take out a public liability policy of insurance for an amount of not less than ten million dollars ($10m) per occurrence with an insurer approved by the Licensor. The public liability policy of insurance must note the rights and interests of the Licensor in this Agreement including those set out in Clause 13 of this Agreement. The Licensee must maintain the policy during the term of this Agreement. The policy must contain an undertaking by the insurer to notify the Licensor in writing not less than 30 days prior to any material change in terms, cancellation or other termination of the policies.

13.3 If the Licensor in writing requests the Licensee to provide evidence of the public liability insurance and the Licensee does not provide evidence satisfactory to the Licensor within 14 days of receiving the request, then the Licensor may take out the insurance. Any premiums paid by the Licensor for the insurance shall be a debt due from the Licensee to the Licensor.

14. TERMINATION UPON NOTICE

14.1 Subject to clause 14.2 either party to this Agreement may terminate this Agreement at any time upon giving the other party 6 months’ notice in writing of its intention to do so.

14.2 If the Land is reserve land pursuant to the Land Act 1994 the Minister for Natural Resources and Mines may cancel the Agreement by giving 28 days’ notice if—

14.3 the Licensee does not comply with the conditions of the Agreement; or

14.4 the Minister for Natural Resources and Water is satisfied cancellation would be in the public interest.

14.5 If the Agreement is cancelled pursuant to clause 14.1, the Licensee has no right to a claim for compensation.

15. TERMINATION FOR DEFAULT

15.1 If the Licensee fails to comply with, observe or perform any of its obligations under this Agreement, the Licensor may, by notice in writing to the Licensee, request the Licensee to remedy the failure within 14 days after the date that the notice is given.

15.2 If—

(a) the Licensee fails to comply with a notice under this clause; or
(b) an application is made or a resolution is passed for the winding up of the Licensee; or
(c) a receiver or official manager is appointed; or
(d) any step in insolvency proceedings is taken by or against the Licensee; or
(e) the incorporation of the Licensee is cancelled; or
(f) the Licensee ceases to carry on business; or
(g) at any time the Licensee does not hold the appropriate accreditations, approvals and licenses in terms of the National Quality Framework for Early Childhood Care and Education and relative federal and state legislation and regulations

then the Licensor may terminate this Agreement by giving 28 days’ notice in writing to the Licensee.

15.3 If this Agreement is terminated pursuant to this clause 15, then the Licensee shall reinstate the
SECTION 5
LICENSE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 3—RULES.

Premises to the same condition the Premises were in as at the Commencement Date, fair wear and tear excepted.

15.4 If this Agreement is terminated pursuant to this clause 15, then the Licensee shall immediately surrender their Service Approval to the Issuing Authority.

15.5 Termination pursuant to this clause 15 shall be without prejudice to any rights that either party may have against the other arising out of or connected with this Agreement prior to the date of termination.

16. WARRANTIES

16.1 The Licensor does not warrant that the Premises are safe, fit, suitable, or adequate for the Permitted Use and all warranties able to be excluded by law are excluded.

16.2 The Licensee acknowledges that—
(a) the Licensee is satisfied that the Premises are fit for the Permitted Use;
(b) the Premises are in good condition; and
(c) the Licensee warrants that it has taken reasonable steps to satisfy itself that the Premises are fit for the permitted Use and safe from risk to any person.

17. RULES

17.1 The Licensor (acting through the Principal) may from time to time implement rules with which the Licensee must comply, relating to:
(a) the use, safety, care and cleanliness of the School;
(b) the preservation of good order and lawful activity in the School and the Outside School Hours Care Service;
(c) the comfort of persons lawfully using the School;
(d) the location of garbage and refuse pending its removal;
(e) the location and closure of the car park or the common areas or any part thereof;
(f) any other matter relevant to the administration of the School.

The rules in force at the commencement Date are set out in Part 4.

17.2 The Licensor may from time to time, and at its discretion, amend, repeal or add to the rules by notice in writing to the Licensee.

18. EXCLUSION OF TRESPASSERS

18.1 Notwithstanding anything else contained or implied to the contrary in this Agreement, the Licensor may at any time, and from time to time, and for so long as it shall think fit, exclude and restrain any person or persons from entering upon or using or occupying any part of the Land other than bona fide Licensees, patrons, delivery persons or service suppliers, employees, agents and invitees of the Licensee or of the other users of the Land who make use of the Land in accordance with the rules of the Licensor.

18.2 Without in any way limiting the meaning of the term “bona fide”, a person is deemed not to be bona fide if the person:

(a) enters upon the Land or makes use of the Premises in breach of the Licensor’s rules;
(b) is notified of the breach; and
(c) commits a further breach of the same rules or other rules.

19. REVOCATION OF LICENCE TO ENTER

19.1 Whenever requested to do so by the Licensor the Licensee must give written notice to any person who:

(a) fails to observe the rules of the Licensor; or
(b) is deemed not to be bona fide,
(c) revoking any right to enter upon any part of the School and the Land.

20. DISPUTE RESOLUTION

20.1 The parties shall seek to settle any dispute arising in connection with this Agreement by negotiation, mediation or conciliation between the parties. In any such proceeding, each party may at its election be represented or accompanied by a qualified legal practitioner.
20.2 For the avoidance or settlement of disputes, and for the better management of this Agreement, the parties each nominate contact persons in accordance with Item 5 and Item 8 of Part 1.

21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the parties. Any prior written or oral agreement, arrangement or understanding in respect of the subject matter of this Agreement is superseded.

22. COSTS

22.1 The Licensee will pay:

(a) the Licensor's costs of and incidental to the negotiation, preparation and execution of this Agreement;

(b) any stamp duty payable in respect of this Agreement; and

(c) any other costs of and incidental to the completion of this Agreement.

23. COMPLIANCE WITH LAWS

23.1 The Licensee must comply with all relevant laws and the requirements of any statutory authority while using the Premises including but not limited to:

(a) The applicable license for conducting a centre based service issued pursuant to the Child Care Act 2002 (Qld) and the Child Care Regulations 2003;

(b) Current “blue card” issued by the Commission for Children and Young People and Child Guardian which indicates that a person is eligible to work with children and young people in Queensland, pursuant to the Commission for Children and Young People Guardian Act 2000;

(c) Registration with the National Childcare Accreditation Council.

23.2 The licensee must provide written evidence of compliance with the requirements referred to in Clause 23.1.

23.3 Nothing expressed or implied in the provisions of this Agreement shall derogate from the Licensee's liability, responsibility, duty or obligation to comply with the provisions of any Act, rule, regulation, local law or any other law in force from time to time in respect of the Land and the Premises.

23.4 The Licensee acknowledges that it will prepare and lodge (at its cost) any development application required by the local government to allow the Licensee to use the Premises for the Permitted Use. The Licensee will comply with all conditions imposed by the local government in relation to the development application.

24. GOVERNING LAW

24.1 This Agreement will be governed by and construed according to the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

25. WAIVER

25.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.

26. VARIATION

26.1 No variation to this Agreement shall be valid unless it is in writing and signed by both parties.

27. NOTICES

27.1 Any notice, demand, consent or other communication required to be given under this Agreement will be deemed to have been given—

(a) if sent by prepaid mail, two Business Days following posting;

(b) if hand delivered, on the date of delivery;

(c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine.

27.2 The respective addresses for service of the parties are set out in Item 5 and Item 8 of Part 1.
SECTION 5
LICENCE TO USE DEPARTMENT OF EDUCATION, TRAINING and EMPLOYMENT
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 3—RULES.

28. INTERESTS ON UNPAID MONIES

28.1 The Licensee is to pay interest to the Licenser on any monies due and payable under the Agreement, and on any judgment in favour of the Licenser in an action arising from the Agreement until all outstanding monies, including interests are paid in full. The rate of interest is at a rate equal to the Commonwealth Bank of Australia's monthly overdraft index rate on the amount of any account that is not paid within thirty (30) days of the date of the account.

29. NO SMOKING

29.1 The Licensee, including all employees, agents and invitees of the Licensee, must not smoke on the Premises during the term of the Agreement.

30. GST

30.1 For the purposes of this clause "GST" has the same meaning as in A New Tax System (Goods and Services Tax Act 1999 (Cth).

30.2 The parties acknowledge that the Hire Charge is inclusive of GST.

31. P & C LIQUOR APPROVAL

31.1 The Licensee must apply for an appropriate liquor permit under the Liquor Act 1992, if liquor will be supplied or sold at the Premises.

31.2 No liquor is to be consumed, supplied, or sold at the Premises unless—

(a) the activity is a social function;

(b) the Licenser has approved that liquor may be consumed, supplied, or sold at the Premises;

(c) the P & C has agreed to—

   31.2.c.1. the social function being held on the Premises; and

   31.2.c.2. liquor being consumed, supplied, or sold on the Premises; and

(d) the Licensee has shown to the Licenser the original of the permit referred to in clause 31.1 before the commencement of the Agreement.

31.3 The Licenser may require that the Licensee provide to them a copy of the permit obtained under clause 31.1.

31.4 The Licensee must adhere to the conditions of the permit referred to in clause 31.1.

31.5 The execution of this Agreement by the Licensee constitutes a request for approval to take liquor onto the Premises.

31.6 The execution of this Agreement by the Licenser constitutes written notice to the Licensee of approval by the P & C to the social function being held on the Premises and liquor being taken onto the Premises.

32. APPROVAL FOR USE

32.1 The execution of this Agreement by the Licensee constitutes an application in writing to the Minister or authorised officer for permission to use the Premises.

32.2 The execution of this Agreement by the Licenser constitutes written notice to the Licensee of approval, subject to the conditions of this Agreement, of the application by the Licensee for permission to use the Premises.

33. RIGHT OF ENTRY

33.1 The Licensee reserves the right to inspect all premises being utilised by the Licensee under this agreement. Inspections would be arranged by contacting the Licensee via phone to request access and indicating the reason why. Access may not be unreasonably withheld.