
Facilitation Services Agreement

Between

**Electrical Communications Association Industrial Union of
Employers (ECA)**

And

**The party named and described in “The Schedule” (“the
Facilitator”)**



FACILITATION SERVICE AGREEMENT

This “Agreement” is made on the date specified in “The “Schedule””.

Between ECA, acting on behalf of SafetyConnect Pty Ltd A.C.N. 079 585 345, and Master Electricians Australia Pty Ltd (“Master Electricians”).

And the party named and described in “The “Schedule”” (“the “**Facilitator**””)

1. Whereas

- SafetyConnect Pty Ltd is owned and managed by ECA.
- Master Electricians Australia Pty Ltd is owned and managed by ECA
- SafetyConnect is a safety program which is intended to be delivered to members of the ECA, and Master Electricians and their employees.
- Master Electricians is a program to provide a higher quality of workmanship, advice, and service to the public.
- The “**Facilitator**” is in the business of assisting clients with regard to various aspects of their business activities, implementing systems and procedures relating to that assistance and assessing clients as to the success or otherwise of that implementation.
- The “**Facilitator**” is suitably qualified, and is suitably insured, to deliver the SafetyConnect Program and or the Master Electricians program on behalf of ECA staff.
- Subject to the terms and conditions of this “Agreement”, ECA has offered to engage the “**Facilitator**” to provide the delivery of services under the general guidance and direction of ECA staff.
- The “**Facilitator**” has agreed to deliver the services.
- This document constitutes the entire “Agreement” between the parties.

Now the parties do hereby agree one with the other as follows:

2. Definitions

- “**Additional charge**” means a charge in excess of the standard payment rates required as a result of unusual circumstances, and pre agreed between the parties;
- “**Business Day**” means any day except a Saturday, a Sunday, or a day that is a public holiday in the state in which the Facilitator is delivering for SafetyConnect;
- “**Confidential documentation**” means any correspondence, report, account, communication, recording, photograph or the like, which has been viewed,

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collected, printed or otherwise witnessed, however sourced, as part of the delivery of the services;

- **“Confidential Information”** means all information and knowledge (however sourced) concerning any of the procedures, services, ideas, concepts and/or confidences, existing or future of SafetyConnect
- **“Facilitator”** means the person described in “The “Schedule””;
- **“Schedule”** means any “Schedule” provided by ECA in relation to this “Agreement”;
- **“The Work”** means the services to be provided by the **“Facilitator”** under this “Agreement”.
- **“SafetyConnect”** means SafetyConnect Pty Ltd.
- **“Master Electricians”** means Master Electricians Australia Pty Ltd.
- **“ECA”** means the Electrical Communications Association Industrial Union of Employers

3. Termination

a. Termination for breach

“ECA” is entitled to terminate this **“Agreement”** without notice to the **“Facilitator”** at any time if the **“Facilitator”**:-

- Commits a serious or persistent breach of this “Agreement”;
- Is guilty of any gross misconduct;
- Is guilty of any dishonesty, serious misconduct or serious neglect of duty;
- Does not perform **“The work”** at the times and places agreed without reasonable prior, written notice to **“ECA”** of the **“Facilitator’s”** inability to do so, for example for illness or incapacity;
- Acts without due care, diligence or skill; or
- Is in the opinion of **“ECA”**, insolvent or otherwise, unsuitable to continue providing services under this “Agreement”.
- Consistently fails the required presentation standards.

b. Loss and damages upon termination

The **“Facilitator”** hereby indemnifies **“ECA”** against any loss or damage it may suffer in the event that this “Agreement” is lawfully terminated by **“ECA”** pursuant to the immediately preceding Clause. This indemnity is provided without limitation to any other rights which **“ECA”** may have against the **“Facilitator”** pursuant to this “Agreement”.

c. Termination for external event

“ECA” may terminate this “Agreement” immediately with notice in writing in the event **“ECA”** resolves to discontinue providing services as described in and required by this **“Agreement”**.

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d. Implications of termination

In the event of a termination of this **“Agreement”**, each party shall be regarded as discharged from any further obligations under this **“Agreement”** but shall be bound by any continuing obligations including to observe the requirements with respect to confidentiality and with respect to any indemnities provided that each party shall remain entitled to pursue any remedies they may have at law against the other.

4. Agreement to deliver services

a. Term

This **“Agreement”** shall commence on the Commencement Date set out in the **“Schedule”** and shall continue until the **“Agreement”** is terminated.

b. Termination by written notice

The **“Agreement”** may be terminated by either party by giving one (1) month’s written notice to the other provided that, if it is the **“Facilitator”** which has given the notice, **“ECA”** shall be entitled to require the **“Facilitator”** to complete any training which the **“Facilitator”** has previously agreed to provide and which is Scheduled to be conducted in the period three (3) months from the date of that notice. Any such training will be provided by the **“Facilitator”** in accordance with the terms of this **“Agreement”**.

c. Services to be provided

The **“Facilitator”** shall perform **“The work”** as directed, at such times and places as agreed with **“ECA”**, during the term of this **“Agreement”** (including any work to be provided after notice of termination).

d. Changes to program

The **“Facilitator”** acknowledges that **“ECA”** may change the time or place **“The work”** is to be performed by the **“Facilitator”**, to require the **“Facilitator”** to carry out additional work or delete any part of **“The work”** which had previously been agreed to be provided by the **“Facilitator”** pursuant to this **“Agreement”** in which event, **“The work”** shall be so varied.

e. Presentation

The **“Facilitator”** will present at members premises and provide a professional impression and appearance. **“ECA”** wishes to clearly portray by dress and presentation standards the professional standards employed. As a result trade clothing is not considered acceptable. Guidelines include:

- Arrival at least 5 minutes prior to scheduled time for commencement
- **“Facilitator”** will be clean shaven (beards and the like accepted)
- **“Facilitator”** shall wear clean enclosed footwear suited to the location e.g. boots on a building site.
- **“Facilitator”** shall wear neat & tidy clothing befitting of a professional in every respect. Slacks and neat sports shorts are considered acceptable.

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5. Facilitator’s duties

a. “The work”

The “Facilitator” shall devote sufficient time and attention, including by way of preparation for the delivery of “The work” in a clear, comprehensible, and effective manner. “ECA” may, from time to time give directions to the “Facilitator” as to the manner, method and style in which “The work” is to be carried out and the “Facilitator” shall use its best endeavours to comply with those directions.

b. Delay in delivery

The “Facilitator” shall advise “ECA” immediately should it become obvious there will be a delay in any arrival or delivery.

c. Compliance

The SafetyConnect program has been designed to fulfill the obligations imposed on Licensed Electrical Contractors by relevant legislation in all of the States of Australia. “ECA” commit to paying all legal fees and fines should a SafetyConnect member be found not to be in compliance with the legislation. The delivery of services under this agreement is critical to the success of the “ECA” program. The “Facilitator” commits to ensuring compliance with the requirements of the program and directions received.

The Master Electrician program is designed to provide a higher standard of services for those members of the public requiring the services of an Electrical Contractor. All Master Electricians members must accept random, or planned, audits of their compliance.

d. Presentation

Each presentation should be modified such as to complement the specific business of the member involved.

e. Maintenance of qualifications and insurance

The “Facilitator” shall at all times whilst this “Agreement” is current:-

- Maintain academic, safety and electrical knowledge & qualifications suitable for the delivery.

f. Assessment

“ECA” requires program members to return a “Facilitator” assessment form after facilitations. “Facilitators” are to encourage members to be forthright and direct when completing the assessment, as this provides critical information to “ECA”.

“ECA” will from time to time assess “The work” of the “Facilitator” to ensure the ongoing quality of delivery.

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6. Fees

a. "Schedule" of rates

"ECA" will pay the fee prescribed for each service set out in the "Schedule" of Rates".

b. Travel costs and other expenses

The "Facilitator" is responsible for all costs involved in and incidental to the delivery of normal services under this "Agreement" including but without limitation, travel costs, communication expenses and the like.

c. "Additional charges"

Where applicable and pre-agreed, abnormal additional costs will be paid.

d. Costs of materials

"ECA" shall be solely responsible for providing all facilitation resources and venues.

e. Payment claims

On or before the last day of each month during this "Agreement", the "Facilitator" will submit a properly detailed claim for payment on the relevant "ECA" form.

f. Submission of invoices

Each claim for payment shall have attached a tax invoice for the total value of the claim.

g. Timing of payment

"ECA" shall pay for all services included in an invoice it receives under this "Agreement" which is delivered in accordance with this "Agreement", within ten (10) "Business Days" of the end of the month in which the invoice was received.

7. Relationship of Parties

a. Nature of Relationship

The "Facilitator" acknowledges that it is engaged by "ECA" as an independent contractor and that it is not an employee of "ECA" nor an agent or partner of "ECA". All services shall be delivered by the named "Facilitator" unless otherwise agreed in writing by "ECA".

b. Other Services

The parties agree that the "Facilitator" may provide other services to other parties provided that such services do not create a conflict of interest with "ECA" or is against the best interests of "ECA". It is further agreed that ECA will attempt to provide and promote additional services to members, and to promote wherever

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possible Facilitator's to deliver these services. Additional services shall not be provided directly to ECA members by Facilitators unless agreed to by ECA.

c. Entitlements and Superannuation

The "Facilitator" acknowledges that it is not entitled to any entitlements such as annual leave, public holidays, sick leave, and long service leave or to any payment by "ECA" for superannuation or other form of pension or entitlement.

d. Workcover & Insurances

The "Facilitator" will maintain all insurances in compliance with all legislated requirements, and shall protect and indemnify "ECA" against any occurrence whilst delivering services under this "Agreement".

The "Facilitator" will pay all premiums with respect to such insurances and upon request by "ECA", provide all proof required by it as to the existence and currency of such policies.

e. Taxes and Levies

The "Facilitator" is solely responsible for the payment of all income tax and any other form of tax including GST assessed or payable with respect of the services it provides under this "Agreement". All payments and values shown in this "Agreement" are Ex GST.

f. Powers

The "Facilitator" has no power or authority to bind "ECA". The "Facilitator" will not hold itself out as having any such power or authority unless so authorised.

g. Reporting

The "Facilitator" shall report to "ECA" on any incidents, problems, difficulties, or developments. Such reports will contain such other information as may reasonably be requested by "ECA" from time to time.

h. Ownership

"ECA" shall at all times retain ownership of all documentation and information provided.

8. Confidentiality

The "Facilitator" agrees that in relation to "ECA" activities it shall:

- strictly observe confidentiality in relation to any information gained;
- maintain the confidentiality of the documentation provided;
- not use the documentation provided for any purpose other than for the performance of the training services to be provided under this "Agreement"; and
- return all Confidential Information and "confidential documentation" to "ECA" at the termination of this "Agreement".

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- continue confidentiality under this “**Agreement**” after the expiration of this “**Agreement**”.

9. Governing Law

This “**Agreement**” is governed by the law of the State of Queensland and both “**ECA**” and the “**Facilitator**” agree to submit to the jurisdiction of the courts of that State for any proceedings arising out of this “**Agreement**”.

10. Costs

Each of the parties shall bear their own costs and expenses of and incidental to the negotiation and preparation of this “**Agreement**”.

11. Fee Schedule

The attached “Schedule” of Rates” represents standard fees for the services listed.

- All contractors will receive separate Set-up and Induction sessions, although these may occur on the same day.
- Class sizes will wherever possible be limited to 15.
- Standard fees allow for a thirty minute total travel time and equivalent vehicle running costs.
- These fees are current on the date shown at the foot of this document and are variable from time to time as advised by “**ECA**”.
- Where unique costs are anticipated these should be discussed and agreed prior to undertaking “**The work**” involved.

12. Insurance

The “**Facilitator**” must maintain insurances suitable to protect against...

- All construction site risks
- All travel risks
- All personal risks
- All Professional Indemnity risks

With respect to Professional Indemnity Insurance cover only, Facilitators may provide insurance cover themselves, or nominate to join the existing ECA group scheme under which the ECA staff are covered. There are two options to this nomination:-

- Nominate to accept group cover within the ECA scheme, and agree to pay the excess payable on any claim (currently as at October 24, 2008 \$5,000.00), or

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b. Nominate to accept group cover within the ECA scheme, and have ECA pay the excess payable on any claim (currently as at October 24, 2008 \$5,000.00).

The cost to the facilitator for the two options is as follows:-

- a. A deduction of 2.5% from each payment claim lodged by the “**Facilitator**” with ECA.
- b. A deduction of 3.5% from each payment claim lodged by the “**Facilitator**” **with** ECA.

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SCHEDULE OF FEES (EX GST)			
Details			
Session Type	Meeting	Travel Time	Km's
Set-up Meeting (1 hour)	\$130	\$75/hour in excess of 1/2 hour	\$0.65/km in excess of 25 Km's
Induction Meeting (2 hours)	\$213	\$75/hour in excess of 1/2 hour	\$0.65/km in excess of 25 Km's
Safety Meeting (1 hour)	\$130	\$75/hour in excess of 1/2 hour	\$0.65/km in excess of 25 Km's
SafetyConnect Audit	\$75 per hour	\$75 per hour	\$0.65/km
Note 1:		ECA will normally arrange and pay directly for travel and accommodation.	
Note 2:		Prices do not include GST.	

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THE SCHEDULE

PLEASE COMPLETE EACH SECTION AS APPLICABLE

Date of this "Agreement":	__ / __ / __
Name of Facilitator:	Name of qualified Facilitator who will carry out "The Work"
Address of Facilitator	Address for delivery of notices
Contact Details	Phone. Mobile. Email.
"The Work":	Facilitation and work in relation to "ECA".
Commencement date:	I am able to commence on __ / __ / __

PROFESSIONAL INDEMNITY INSURANCE

<p>a. I will provide my own Professional Indemnity Insurance Cover.</p> <p>b. Please provide ECA Group cover. I will deduct 2.5% from each claim. I accept full responsibility for any excess directly applicable to my activities.</p> <p>c. Please provide ECA Group cover. I will deduct 3.5% from each claim. I request ECA to pay any excess directly applicable to my activities</p> <p>(Excess currently \$5000)</p>	<p>Insurance Company. Policy No. Expiry Date. Cover \$</p> <p>Please sign here for option b.</p> <p>Please sign here for option c.</p>
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SCHEDULE OF SPECIAL CONDITIONS:	
COMPLETE ANY APPLICABLE ITEMS HERE	
Any days you are always unavailable?	
Any geographic areas you will not work in?	
I prefer to only work at these times	
Other comments that will assist us to plan to your needs	

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In witness whereof the parties hereto have subscribed their names on the dates set out below

Signed sealed and delivered by the said insert name as
“Facilitator” this **Insert day of month day** of insert month , 2009.

Signature of “Facilitator”

Signed sealed and delivered by Alan Gordon, the authorised representative of
“ECA” Pty Ltd, A.C.N. 079 585 345,
this **insert day of month** day of insert month , 2009.

Signature

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