Contract Details

The Services must be supplied by the RTO to the School Council in accordance with the Terms and Conditions at Attachment 1 and Attachment 2 (if applicable). Capitalised terms in these Contract Details that are otherwise undefined have the meaning given in the Conditions, or the Services, with the meaning in the Conditions to take precedence to the extent of any inconsistency.

Item 1	School Council	
Item 2	School Council Representative	
Item 3	Principal	
Item 4	RTO	Trainer Assessor Group Pty Ltd (91530)
Item 5	RTO Representative	Zane Davidson CEO
Item 6	Term	This Contract starts on 1st Jan 2027 This Contract ends on 31st Dec 2027
Item 7	Services	To provide the Programs to the Students.
Item 8	Fees	Total Fee $ 1066 issued on March 5th 2027 and payable by April 1st 2027
Item 9	Program details	See Schedule 1
Item 10	RTO Personnel	See Schedule 2
Item 11	Students' details International Students' details	See Schedule 3
Item 12	Reporting details	See Schedule 4
Item 13	Request by RTO to sub-contract	See Schedule 5
Item 14	Contract variation notice	See Schedule 6
Item 15	Equipment provided by School Council	See Schedule 7
Item 16	Services delivery location	☒ On School premises – See Schedule 8 ☐ Not on School premises – See Schedule 9 ☐ On Host School premises – See Schedule 10
Item 17	Designated Area Dates and hours of delivery	The RTO will be using specified rooms allocated to deliver content at the school. The school will determine the rooms and spaces.
Item 18	Host School	NA

Executed as an agreement

	Signed by the School Council		Signed by the RTO
School Council Authorised Signatory		**RTO Authorised Signatory**	
Print Name		Print Name	Zane Davidson
Position		Position	CEO
Date		Date	

Attachment 1 – Terms and Conditions

Provision of the Services

1. The RTO must provide the Services to the School Council in accordance with this Contract and must:
   1.1. provide the Services in accordance with:
      (i) the Standards or the AQTF Conditions;
      (ii) the VRQA Guidelines; and
      (iii) relevant Department Policies and Procedures (as applicable);
   1.2. provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
   1.3. ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
   1.4. comply with the policies of the Department and the School or Host School (as the context requires) (as notified to the RTO); and
   1.5. provide any and all equipment necessary for the performance of the Services, except for items specified in Schedule 7, or as the parties may agree from time to time.
2. The RTO must obtain informed written consent from parents or carers of Students participating in the Services for the RTO to collect information about the Student and share that information with the School Council when required to support the Student's safety or health and wellbeing, and in relation to incidents or Student behaviour issues.
3. If at any time during the Term the RTO is unable or is likely to become unable to provide any or all of the Services, it must immediately notify the School Council.
4. The parties agree that they have consulted with each other as to the suitability of the Programs and the content of the training and assessment materials for the School Council's curriculum, and any matters agreed as part of that consultation that affect the Services are recorded in Schedule 1.
5. The parties agree that if the RTO is delivering the Services to International Students (either exclusively or in addition to Students), the terms and conditions in Attachment 2 apply to the delivery of those Services. For the avoidance of doubt, the terms and conditions in Attachment 2 are in addition to, and do not replace, the terms and conditions in this Attachment 1.

Fees

6. The Fees applicable to the Services are fixed.
7. The School Council will, on demand by the RTO, pay simple interest on a daily basis on any overdue and undisputed amount, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
8. The RTO acknowledges and agrees that:
   8.1. all Students are subject to all eligibility criteria for Skills First, including that a Student enrolled at a school (except a school-based apprentice or trainee) is not eligible for Skills First; and
   8.2. it will not make a claim under Skills First in relation to a Student who is ineligible for Skills First.

Invoicing and payment

9. The RTO must submit to the School Council a Tax Invoice in respect of the Services as set out in Item 7 of the Contract Details, or at such other time or times as agreed by the parties. A Tax Invoice submitted for payment must contain the information necessary to be a Tax Invoice for the purposes of the GST Act together with such other information as the School Council may reasonably require and be sent to the address specified in the Contract Details.
10. The School Council will pay the invoiced amount within 30 days of receipt of an invoice. However, if the School Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the RTO of the amount the School Council believes is due for payment. The parties will endeavour to resolve any such dispute, and the School Council may withhold payment of the disputed amount pending resolution of the dispute.
11. The School Council may withhold payment of an invoiced amount if the RTO has not provided sufficient information in accordance with clause 32 to satisfy the School Council that the Services have been performed in accordance with this Contract. For the avoidance of doubt, the invoiced amount withheld does not need to relate to the Services for which the RTO has not provided sufficient information.
12. The School Council may set off against any sum owing to the RTO under this Contract any amount then owing by the RTO to the School Council.
13. Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Contract but must be taken only as payment on account.
14. The School Council will, on demand by the RTO, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic).

Delivery of the Services

15. The RTO warrants that:
   15.1. it is accredited and approved to deliver the Services; and
   15.2. without limitation to clause 15.1:
      (i) it is registered with the VRQA or the Australian Skills Quality Authority (as appropriate); and
      (ii) it has the qualifications and/or units of competency to provide the Services on its scope of registration.
16. The RTO warrants that:

16.1. to the best of its knowledge the RTO or its Personnel do not have any duties or interests that will create, or may reasonably be expected to create, a conflict with the RTO's obligations under this Contract; and

16.2. during the Term neither it nor its employees will do anything that will result in the RTO or its employees having a duty or interest that will create, or may reasonably be expected to create, a conflict with the RTO's obligations under this Contract.

17. The RTO must ensure that its Personnel and any other person responsible for or involved in the provision of Services are qualified and experienced in accordance with the Standards or the AQTF Conditions (as applicable).

Student Suitability

18. The parties agree that they have consulted with each other to establish the suitability of the Students for enrolment in the relevant Programs, and that this consultation has included reference to any applicable policies of the RTO.

Child Safety

19. If Item 16 of the Contract Details indicates that the Services are delivered:

19.1. on the School premises, then the RTO must comply with Schedule 8;

19.2. at a location that is not the School premises or the Host School premises, then the RTO must comply with Schedule 9; or

19.3. on the premises of a Host School, then the RTO must comply with Schedule 10.

Reportable Conduct Scheme

20. Where the RTO is an entity to which the reportable conduct scheme applies as established by the CWS Act, it warrants that:

20.1. it will comply with the reportable conduct scheme;

20.2. if it becomes aware of a Reportable Allegation against any of its Personnel it will, unless it has a lawful excuse not to:

(i) immediately provide the Principal with details of the Reportable Allegation;

(ii) as soon as practicable, provide any further information relating to the Reportable Allegation reasonably requested by the Principal or the Department to support management to child safety risks to students; and

(iii) conduct an investigation as required under the CWS Act, and inform the Principal of any outcome and disciplinary action taken within 3 business days following the conclusion of the investigation.

Child Safe Standards

21. The RTO warrants that it:

21.1. is compliant and will continue to comply with the Child Safe Standards or has a valid exemption;

21.2. will regularly review, evaluate and improve child safe practices, including in response to complaints, concerns and safety incidents arising from the provision of Services and report to the Principal on the finding of relevant reviews; and

21.3. will immediately provide the Principal with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the RTO or its Personnel.

Replacement Personnel

22. If the RTO's Personnel or any other person responsible for delivering the Services to Students are unavailable to provide the Services for unforeseen reasons, the RTO must ensure that any replacement personnel satisfy the requirements of clause 17, and clause 0 of Schedule 8 or clauses 0, 2, or 3 of Schedule 9, and clause 1 of Schedule 10 (as applicable).

23. The RTO bears all costs in connection with providing any and all replacement personnel pursuant to clause 22.

Notification

24. The RTO must notify the Principal I and the Host School (if applicable) of any Student non-attendance at the conclusion of each class.

25. The RTO must notify the Principal and the Host School (if applicable) immediately after 3 weeks of a Student's repeated non-engagement (including but not limited to, non-attendance, arriving late, leaving early).

National Redress Scheme

26. The RTO warrants that it has not received notice that it was named in an application for redress (**Notice of Redress**) to the National Redress Scheme.

27. The RTO acknowledges and agrees that:

27.1. If at any time during the Term the RTO receives a Notice of Redress, it will join the National Redress Scheme as soon as practicable and no later than three months after being issued a Notice of Redress; and

27.2. if, having received a Notice of Redress during the Term and becoming a member of the National Redress Scheme, it will remain a member of the National Redress Scheme while any application for redress in which the RTO was names, remains unresolved.

28. Where the RTO becomes aware that it has breached clause 26 or 27 of this Contract (**Redress Breach**) then it will,

28.1. within 14 days of becoming aware of the Redress Breach:

(i) notify the School Council in writing of the circumstances of the Redress Breach and of its intention to remedy the Redress Breach; and

(ii) provide particulars of the steps being taken by the RTO, with documentary evidence, to remedy the Redress Breach within 60 days; and

28.2. if the School Council is satisfied, in its reasonable discretion, that the RTO has demonstrated it is actively taking steps to remedy the Redress Breach within 60 days, it will notify the RTO that it may continue to provide the Services pursuant to this Contract, subject to such conditions as the School Council may reasonably impose, in its absolute discretion; and

28.3. in the event the RTO fails to remedy the breach within 60 days of notifying the School Council of the Redress Breach, the School Council may immediately give notice in writing to the RTO of the suspension of the Services by the RTO, without liability to pay any costs to the RTO from the date of notice of such suspension.

Records and Provision of Information

29. The RTO must record and monitor the attendances and engagement of the Students.
30. The RTO must notify the Principal and share information with the School Council in relation to any Student safety and wellbeing concerns including behaviour issues, disclosures made, incidents between students and medical incidents.
31. The RTO must notify the School Council as soon as practicable if it forms the view that the Training in any way fails, or is likely to fail, to meet the relevant Training Package requirements or comply with the Standards or the AQTF Conditions (as applicable).
32. The RTO must provide the School Council with all reports, Data or other information that the School Council may request to enable it to monitor student attendance and engagement.
33. The RTO must provide student results and appropriate certification to the School Council as specified in Item 12 of the Contract Details.

Notice of Changes

34. If there is any change to the registration status of the RTO, the RTO must immediately notify the School Council of that change.
35. The RTO must give the School Council reasonable notice if the RTO proposes to change which elective units will be available for a Program.
36. The School Council must not amend a Student's results for a Program without the agreement of the RTO.
37. If the School Council becomes aware that a Student may seek late attainment of a competency, the School Council must notify the RTO.

Access to premises

38. The RTO must permit the School Council, its Personnel or representatives access to any premises where the Services are being provided and if on the premises of a Host School, must facilitate access by the School with the Host School if required.
39. If Item 16 of the Contract Details indicates that the Services are delivered on the School premises, then:
    39.1. the School will provide the RTO access to the Designated Area for the dates and times set out in Item 17 of the Contract Details;
    39.2. the RTO and its Personnel must only enter the premises of the School with the prior consent of the School (or its representative at the premises);
    39.3. the RTO must comply with all reasonable instructions, directions and requests of the School in relation to access of the School premises;
    39.4. the RTO is responsible for and must promptly repair any damage caused to the Designated Area to the extent caused or contributed to by the RTO; and
    39.5. if the RTO needs to use the School's property (with the School's prior consent), the RTO is responsible for and must promptly repair any damage caused to those items to the extent caused or contributed to by the RTO.

No Parent Payments

40. The RTO must not request any payments from Students or parents for or in relation to the provision of a Program.

Particular Student needs

41. Before the RTO commences the Services, the School Council must disclose to the RTO the details of any adjustments, measures or other requirements which the RTO must comply with or accommodate (as relevant) in the delivery of the Services in respect of one or more Students.
42. The details disclosed to the RTO under clause 41 must address and be for the purposes of:
    42.1. providing the RTO with information (including Personal Information) in respect of a Student so the RTO can support the Student to successfully engage in the Services, including but not limited to learning adjustments and general strategies for learning engagement; and
    42.2. compliance with:
        (i) the Disability Standards for Education 2005 made under the *Disability Discrimination Act 1992* (Cth) as amended from time to time; and
        (ii) the School Council's anaphylaxis management policy.
43. The RTO agrees that information disclosed pursuant to clauses 41 and 42 has been disclosed

for the purpose of meeting a Student's specific needs and is Confidential Information and subject to clause 50.

Intellectual Property Rights

44. The RTO warrants that it is entitled to use any Intellectual Property Rights used by it in the provision of the Services and that in performing its obligations under this Contract the RTO will not infringe the Intellectual Property Rights of any person. The RTO will indemnify the School Council against all costs, expenses and liabilities arising out of a breach of this clause.

Compliance with laws and policies

45. The RTO must, in the provision of the Services, comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services.
46. Without limitation to clause 45, the RTO must ensure that, in respect of its Personnel and any other persons engaged by it to provide the Services, it:
    46.1. complies with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic);
    46.2. insures against its liability to pay compensation whether under Law or otherwise; and
    46.3. produces to the School Council on request any certificates or like documentation required by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

Confidential Information

47. Neither party may use any Confidential Information of the other party except as genuinely and necessarily required for the purpose of this Contract and neither party may disclose any Confidential Information of the other party except:
    47.1. with prior written consent of the other party;
    47.2. for a disclosure to Personnel who have a need to know for the purposes of, or contemplated by, this Contract; or
    47.3. to the extent that the party is required by Law, or the lawful requirements or policy of a governmental agency, to disclose any Confidential Information.

Insurance

48. The RTO must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the RTO is liable in connection with the provision of the Services including professional indemnity and, if applicable, public and products liability insurance.
49. On request, the RTO must provide the School Council with evidence of the currency of any insurance it is required to obtain.

Privacy and Data Security

Collection and handling of Personal Information

50. The RTO must:
    50.1. comply with all Privacy Obligations in relation to any Personal Information and, if any of those obligations do not apply to the RTO then the RTO agrees to be bound by and comply with the obligations of the School Council as if they applied to the RTO;
    50.2. assist the School Council to comply with its obligations under the Privacy Obligations;
    50.3. only use or disclose any Personal Information to the extent necessary to perform its obligations under this Contract;
    50.4. not transfer or disclose any Personal Information to any person located outside of Australia (unless otherwise agreed in writing by the School Council);
    50.5. take all reasonable steps to protect any Personal Information from misuse, interference and loss from unauthorised access or use, modification or disclosure; and
    50.6. immediately notify the School Council if it becomes aware of any actual, threatened or suspected breach of this clause 50.

Data security

51. The RTO must:
    51.1. comply with all Data Security Obligations in relation to Data and, if any of those obligations do not apply to the RTO, then the RTO agrees to be bound by and comply with the obligations of the School Council as if they applied to the RTO; and
    51.2. ensure the School Council can freely access at all times any Data held of controlled by the RTO.

Compliance with directions

52. The RTO must comply with:
    52.1. any directions made by the Information Commissioner in connection with this Contract; and
    52.2. other reasonable directions of the School Council or the Department relating to the protection of Data and privacy of Personal Information.

Recordkeeping and Audit Rights

Record keeping and retention

53. The RTO must keep adequate information and records:
    53.1. relating to the supply of Services;

53.2. that contain sufficient metadata to comply with PROS 19/05 S2 Minimum Metadata Requirements Specification; and

53.3. as reasonably required by the School Council and the Department,

(**Records**)

so that the School Council can review and measure the RTO's compliance and performance under this Contract.

54. The RTO agrees that the School has full legal rights to and owns all Records.

55. The RTO must only dispose of a Record in accordance with this Contract and any relevant Law (including, but not limited to, the *Public Records Act 1973* (Vic)), applicable to the RTO, the School Council or the Department.

Right to access and audit

56. The School Council, or its authorised representatives, may at any time during ordinary business hours by giving at least 3 business days' notice:

56.1. audit the RTO's compliance with all its obligations under the Contract and any other matters relevant to performance as reasonably determined by the School Council; and

56.2. copy the Records referred to in clause 53.

57. Each party will bear its own costs for audits under clause 56, unless the audit reveals that the RTO has breached this Contract, in which case, the RTO will reimburse the School Council or the Department (as applicable) for the direct and reasonable costs incurred in undertaking the audit.

Indemnity

58. The RTO must indemnify the School Council and Department and each of its Personnel against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure to provide the Services in accordance with this Contract or any other breach of this Contract.

No sub-contracting

59. Except as expressly provided in this Contract, the RTO must not sub-contract to any third person any of its obligations under this Contract without the prior written consent of the School Council, which consent will not be unreasonably withheld.

60. The RTO may seek the School Council's consent to sub-contract by using the form in Schedule 5.

61. The RTO will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under this Contract and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the RTO itself.

Variations

62. Any variation to this contract must be in writing and signed by the parties.

63. The parties may use the form in Schedule 6 to vary this Contract.

Loss of Student Numbers

64. The parties acknowledge that each Student may leave a Program at any time.

65. If a Student withdraws from a Program after four weeks (or such other time as the parties may agree) from the Program's commencement date, the School Council will not be eligible for any refund.

66. If a Program is no longer viable to be continued due to the number of Students leaving, the parties must meet to determine a new course of action, provided that any action must facilitate the Program's completion without any disadvantage to remaining Students.

Refund for failure to perform

67. Without limiting any other clause of this Contract, or any other remedy the School Council may have, if the RTO fails to perform any of the Services in accordance with this Contract, the School Council will not be required to pay for those Services and may, by notice in writing, require the RTO to refund all Fees previously paid in respect of those Services (together with interest calculated daily at the rate prescribed under *Penalty Interest Rates Act 1983* (Vic) until the amount is refunded by the RTO).

Termination

68. The School Council may terminate this contract:

68.1. immediately upon giving written notice to the RTO if in the School Council's reasonable opinion, it determines at any time that the RTO or its Personnel have failed to adequately comply with any Child Safety Laws, Child Safe Standards, relevant School Child Safety Policies, or School Child Safey Code of Conduct;

68.2. upon giving written notice to the RTO if the RTO is in breach of this contract and (where the breach is capable of rectification) has not rectified that breach within 14 days of the School Council giving written notice to the RTO requiring rectification of that breach; or

68.3. without cause by giving the RTO 90 days' notice in writing.

69. The RTO may terminate this contract upon giving written notice to the School if the School Council is in breach of this contract and (where the breach is capable of rectification) has not rectified that breach within 14 days of the RTO giving written notice to the School requiring rectification of that breach, on condition that provision is made allowing all Students to complete the program in which they are then enrolled or alternative VET programs acceptable to the Students.

70. Any termination of this contract under clause 68 or 69 is without prejudice to any accrued rights of the parties as at the date of termination.

Notices

71. Any notices to be issued under this contract must be in writing and be sent to the party's representative as set out in the Contract Details.

Disputes

72. If any dispute arises under or in connection with this Contract (**Dispute**) which is not able to be resolved by the School Council and the RTO within 14 days, the nominated senior executive officer (or equivalent) of each of the School Council and the RTO will promptly meet and discuss in good faith with a view to resolving such Dispute.
73. If any Dispute is unable to be resolved within 14 days of being referred to the nominated senior executive officers under clause 72, the parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Commercial Disputes Centre (**ACDC**) in accordance with ACDC's guidelines, before resorting to arbitration or litigation.
74. If the parties fail to settle any Dispute in accordance with clause 73, the parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
75. The parties to a Dispute will continue to perform their respective obligations under this Contract, pending the resolution of a Dispute under clauses 72, 73 and 74.

Student complaints and appeals

76. The parties agree that Students may make complaints and appeals through the RTO, using processes which the RTO is required have in accordance with the ETRA and the Standards or the AQTF Conditions (as applicable).

Representatives

77. Each party's representative as named in the Contract Details may exercise all of the powers and functions of their party under this Contract other than the power to amend this Contract. Each party may amend their representative by written notice to the other party.

GST

78. Terms used in this clause have the same meanings given to them in the GST Act.
79. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Contract are exclusive of GST.
80. If GST is imposed on any supply made under or in accordance with these Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid Tax Invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

General

81. This Contract will be governed by the Laws of Victoria.
82. The parties acknowledge and agree that nothing in this Contract constitutes any relationship of employer and employee, principal and agent, partnership or joint venture between the parties.
83. Clauses 10, 11, 12, 15, 16, 29, 30, 31, 32, 33, 44, 47, 50, 51, 52, 53, 54, 55, 56, 57, 58, 67, 70, 72, 73, 74, 76 and 83 of Attachment 1 survive the termination or expiry of this Contract and may be enforced at any time.

Order of Precedence

84. This Contract is comprised of the following items:
    1) The document titled 'Contract Details'
    2) Attachment 1 – Terms and Conditions
    3) Attachment 2 – Terms and Conditions for International Students (if applicable)
    4) Schedules 1 – 10 to this Contract.
85. In the event and to the extent of any inconsistency between the items listed in clause 84, the provisions of the earlier mentioned item will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the item lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that item.

Interpretation

86. In these Conditions, unless the context otherwise requires:
    86.1. 'includes' means includes without limitation;
    86.2. a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
    86.3. a reference to a policy of any governmental agency includes that policy as modified or replaced.

Definitions

87. In these Conditions:

AQTF Conditions means the standards set out by the National Skills Standards Council.

Applicable Entity has the meaning given to it in the CWS Act.

Child-related Work has the same meaning given to it in the *Worker Screening Act 2020* (Vic).

Child Safety Laws means any Laws that in any way relate to child safety, including the CWS Act.

Child Safe Standards means the standards under the CWS Act.

CWS Act means the *Child Wellbeing and Safety Act 2005* (Vic).

Contract means the agreement for the provision of the Services comprised of these Conditions, the Contract Details and the Schedules.

Conditions means these conditions for the provision of services.

Confidential Information means any information, data, or material (or copies of), in any form, that is:

(a) disclosed or revealed (either directly or indirectly) by a party to the other party under or in relation to the Contract; and

(b) by its nature is confidential, is designated by the disclosing party as confidential, or the receiving party knows or reasonably ought to know is confidential,

but does not include information that:

(c) is or becomes generally available in the public domain other than through any breach of confidence;

(d) is rightfully obtained by the receiving party from a third person other than as a result of a breach of confidence; or

(e) has been independently developed or obtained without a breach of this Contract.

Contract Details means the part of this Contract described as such, usually commencing on page 1 of the Contract.

Data means any information, data, datasets, or databases which are owned by the Department or the School Council.

Data Security Obligations means any data security standards issued under Part 4 of the PDP Act, and any applicable Laws or requirements relating to matters of data security in this Contract, or as advised by the School Council from time to time.

Designated Area means the area within the School premises designated for use in Item 17 for the RTO to deliver Services on School premises, and if no area is nominated it is the area made known to the RTO by the School from time to time.

Department means the Department of Education in the State of Victoria, or any successor Department.

Department Policies and Procedures means any relevant policy, procedure or guidelines published by the Department to provide guidance on the provision of Government school education in the State of Victoria.

ETRA means the *Education and Training Reform Act 2006* (Vic).

Fees means a fixed fee payable to the RTO for the provision of the Services as specified in the Contract Details.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Host School means the Victorian Government school hosting the delivery of Services if specified in Item 18 of the Contract Details.

Information Commissioner means the Australian Information Commissioner appointed under the *Australian Information Act 2010* (Cth) and the Information Commissioner referred to in the PDP Act.

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

International Student means a Student enrolled in the Program who holds a subclass 500 Student – Schools visa and is subject to the *Education Services for Overseas Student Act 2000* (Cth) and is listed in Schedule 3.

Laws means:

(f) the law in force in the State of Victoria and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and

(g) ordinances, regulations, orders and by-laws of relevant government, semi-government or local authorities.

Ministerial Order means Ministerial Order 1359 (as amended or replaced from time to time).

National Redress Scheme means the scheme established under the *National Redress Scheme for Institutional Child Sexual Abuse Act 2018* (Cth) and the Victorian *National Redress Scheme for Institutional Child Abuse (Commonwealth Powers) Act 2018* (Vic) that establishes state redress mechanisms.

Overdue Amount means an amount (or part thereof) that:

(a) is not, or is no longer, disputed:
(b) is due and owing under a Tax Invoice properly rendered by the RTO in accordance with these Conditions; and
(c) which has been outstanding for more than 30 days from the date of receipt of the invoice (or

the date that the amount ceased to be disputed, as the case may be).

PDP Act means the *Privacy and Data Protection Act 2014* (Vic).

Personal Information means information of an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion and includes where the context admits, information of a kind to which the *Health Records Act 2001* (Vic) applies.

Personnel of a party includes the officers, directors, employees, agents, volunteers, contractors and subcontractors of that party who are involved in providing or supporting the provision of the Services. Personnel of a party does not include the Personnel of the other party.

Principal means the principal of the school, or their authorised delegate, as specified in Item 3 of the Contract Details.

Privacy Obligations means:

(a) the PDP Act;
(b) the Information Principles set out in the PDP Act;
(c) the Health Privacy Principles set out in the *Health Records Act 2001* (Vic);
(d) any applicable code of practice defined in, and approved under the PDP Act; and
(e) any other applicable Laws which relate to privacy and data protection, including the *Privacy Act 1988* (Cth).

Program means a program delivered by the RTO and forming part of the Services as set out in the Contract Details.

PTT means permission to teach granted by the VIT.

Regulations means the Education and Training Reform Regulations 2017 (Vic).

Reportable Allegation has the same meaning given to it in the CWS Act.

RTO means the registered training organisation supplying the Services under this Contract as specified in the Contract Details.

RTO Personnel has the meaning given in the Contract Details.

Schedule means a schedule to this Contract.

Standards means the standards enabled by the *National Vocational Education and Training Regulator Act 2011* (Cth) comprising:

- National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025;
- National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025; and
- Credential Policy

as made, modified or replaced from time to time.

School means the school which the School Council represents. References to the School include the School Council as the context requires.

School Council has the meaning given in the Contract Details. References to the School Council include the School as the context requires.

School Child Safety Code of Conduct means the relevant code that relates to standards of behaviour to protect students from harm and abuse that the School or School Council or the Host School (as the context requires it) produced for the purpose of meeting its minimum child safety standards pursuant to the Ministerial Order.

School Child Safety Policies means any relevant School or Host School (as the context requires) policies, procedures, codes, guidelines or associated documents that in any way relate to child safety, including any policies, codes, guidelines or associated documents that the School or School Council or Host School (as the context requires) produces for the purpose of meeting its minimum obligations pursuant to the Ministerial Order.

Services means the services (or any of them) specified in the Contract Details.

Skills First means the Victorian government program that funds training providers to deliver subsidised VET courses and skill sets to eligible students.

Students means the Students listed in the Contract Details enrolled in the course (as specified at Schedule 1 and 3 to this Contract) and includes International Students.

Tax Invoice has the same meaning as in the GST Act.

Training Package has the meaning given in the *Standards for VET Accredited Courses 2021* (Cth), which is a nationally endorsed, integrated set of competency standards, assessment requirements, Australian Qualification Framework qualifications, and credit arrangements for a specific industry, industry sector or enterprise.

VASS means the Victorian Assessment Software System.

VET means 'vocational education and training', as that term is defined in the *National Vocational Education and Training Regulator Act 2011*.

VET or **Vocational Education and Training** means VET courses undertaken by secondary school students in Victoria as part of their school program.

VIT means the Victorian Institute of Teaching.

VRQA means the Victorian Registration and Qualifications Authority.

VRQA Guidelines means a guideline developed by the VRQA.

Working with Children Clearance (WWCC) means the successful outcome of the Working with Children Check process under the *Worker Screening Act 2020* (Vic) which assesses or reassesses whether a person is suitable to engage in Child-related work.

Attachment 2

Terms and Conditions for International Students

1. **Interpretation**

   These conditions apply in addition to Attachment 1 Terms and Conditions in circumstances where the School has enrolled International Students in the Program.

2. **Qualifications**

   The RTO must not award a VET qualification (VET certificate) to an International Student but may issue to them a statement of attainment on successful completion of the Program.

3. **School's International Student Coordinator**

   The RTO is aware that each School that has International Students enrolled, has an International Student Coordinator.

4. **International Student requirements**

   (a) The RTO warrants that it has adequate staffing and education resources to deliver the Services to International Students in compliance with:

   (i) the ESOS Act; and
   (ii) the National Code; and
   (iii) VRQA Guidelines in relation to International Students; and
   (iv) relevant Department Policies and Procedures.

   (b) The RTO agrees to provide International Students with access to any reasonable support identified by the School Council, the School's International Student Coordinator or RTO to support International Students to achieve expected learning outcomes, at no additional cost to the School Council or the International Student.

5. **Supervision of Students**

   (a) The RTO must immediately notify the School's International Student Coordinator and the Host School (if applicable) if the RTO has identified an International Student is unwell.

   (b) The RTO must notify the School's International Student Coordinator and the Host School (if applicable):

   (i) of any non-attendance of International Students immediately at the conclusion of each class;

   (ii) immediately after 3 weeks of an International Student's repeated non engagement (including but not limited to, non-attendance, arriving late, leaving early);

   (iii) if an International Student is at risk of not meeting their Program progress or attendance requirements; and

   (iv) if further support may be required to assist the International Student to complete the Program delivered by the RTO.

6. **Notification and Reporting Requirements**

   (a) The RTO must record International Student attendance and participation in class for the Services being delivered by the RTO for which the student is enrolled.

   (b) The RTO must report on the attendance and participation records to the International Student Coordinator and the Host School (if applicable).

   (c) The RTO must provide reports and notifications in accordance with Item 2 of Schedule 4 to this Contract, to the School's International Student Coordinator.

7. **Student complaints and appeals**

   The RTO agrees that any complaints and appeals in relation to International Students that cannot be resolved informally must be directed to the Department's International Education and Partnerships Division to be dealt with in accordance with the International Student Program's Complaints and Appeals Policy and Procedure.

8. **Publishing Contract Details**

   The RTO consents to the Department maintaining and publishing the details of the RTO or this Contract on the Department's website in the Third Party Register and in any other manner required by any government policy or any laws and regulations.

9. **Definitions**

   In these conditions:

   CRICOS means the Commonwealth Register of Institutions and Course for Overseas Students established under ESOS.

   ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth).

   National Code means the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (Cth), which specifies the set of national standards governing the delivery of courses and associated services to International Students by Australian education providers registered on CRICOS.

   School International Student Coordinator means the International Student Coordinator that is responsible for the international students at the school and is specified in Item 2 of Schedule 4.

SCHEDULE 1 Program Details

The VDSS program or any other qualification is at the discretion of the RTO based on compliance requirements, adjustments to training packages and other information outside of the control of the RTO which still meets the same outcome for a student. All courses have been developed with extensive industry consultation.

Qualification Code and Title: **HLT23221 Cert II Health Service**

Unit Code	**Title of Unit of Competency (UOC)** NB Give details of any matters agreed under clause 4 against relevant UOC.	**Nominal Hours**	**Delivery Site** RTO School Host School TTC	**Scored Assessment** (Yes or No)	**Number of Enrolments**
HLTWHS001	Participate in workplace health and safety	20	School	No	
BSBINS201	Process and maintain workplace information	30	School	No	
BSBTEC201	Use business software applications	60	School	No	
HLTFSE001	Follow basic food safety practices	30	School	No	
SITXFSA005	Use hygienic practices for food safety	15	School	No	
HLTAID011	Provide First Aid	18	School	No	
	First Aid Training – FIRST AID (B)	**Hrs**	**School**	**No**	
HLTAID010	Provide Basic Emergency Life Support	10	School	No	
	SITSS00070 - VE3 - Other VET - Hospitality Compliance Skill Set (B)	**Hrs**	**School**	**No**	
SITHFAB021	Provide Responsible Service of Alcohol	10	School	No	
	Construction White Card (F)	**Hrs**	**School**	**No**	
CPCWHS1001	Prepare to work safely in the construction industry	6	School	No	

SCHEDULE 2 RTO Personnel (to be completed by the RTO)

Only the personnel of the RTO specified in the table below are to perform the education, training, assessment or other specified VET services with enrolled students of the school.

Name of Trainer/Assessor	Role	Qualifications and Experience	Program being delivered
Zane Davidson	Trainer/CEO/Owner	Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011 TAE50111 Diploma of Vocational Education and Training	Am qualified to deliver all UOC's and this is to be determined on a needs basis
Joshua Miller	Trainer	Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011 TAE50111 Diploma of Vocational Education and Training	Am qualified to deliver all UOC's and this is to be determined on a needs basis
Mark Francis	Trainer	Cert IV TAE40110 Training and Assessment HLTAID009 HLTAID011 VIT registered	Am qualified to deliver all UOC's and this is to be determined on a needs basis
Kim Sanders	Trainer	Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011 VIT registered	Am qualified to deliver all UOC's and this is to be determined on a needs basis
Joshua Russo	Trainer	Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011 VIT registered	Am qualified to deliver all UOC's and this is to be determined on a needs basis
Leigh Saliba	Trainer	Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011	Am qualified to deliver all UOC's and this is to be determined on a needs basis

		VIT registered	
Xavier Dowling	Trainer	Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011 VIT registered	Am qualified to deliver all UOC's and this is to be determined on a needs basis
Travis Dangstorp	Trainer	Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011 VIT registered	Am qualified to deliver all UOC's and this is to be determined on a needs basis

SCHEDULE 3 Student Details (see table below for International Students)

Qualification Code and Title	Given Name	Family Name	Victorian Student Number	Unique Student Identifier

International Student Details (if applicable)

[These guidance notes are for schools only and all text that appears in red should be deleted after completing this section. International Students for the purpose of this schedule is intended to only include students that hold a subclass 500 Student - Schools visa and are subject to the ESOS Act. It does not include International Students who hold other student visas and who are in Australia as dependants on their parents' visas. If you require further assistance in determining whether a student is an International Student subject to the ESOS Act, please contact the International Education and Partnerships Division at isp.quality@education.vic.gov.au.]

If the RTO is delivering the Services to International Students (either exclusively or in addition to Students), the terms and conditions in Attachment 2 apply to the delivery of those Services. For the avoidance of doubt, the terms and conditions in Attachment 2 are in addition to, and do not replace, the terms and conditions in this Attachment 1.

Qualification Code and Title	Given Name	Family Name	Victorian Student Number	Unique Student Identifier

SCHEDULE 4

Item 1 Reporting Details

Deliverable	Deadlines to align with VCAA and VASS requirements
Enrolment details, (student name, course code, UOCs) to be entered on VASS (Semester 1)	<<Two weeks before the deadline for VET Certificate Enrolments File 2 to be entered on the VASS database for targeted VET funding purposes – insert date here>>
Student Results Semester 1	June 1st 2027
Mid-Year Student Progress Report	June 1st 2027
Students Results Semester 2	October 30th 2027
Issuing of Statements of Attainment / Certificates	October 30th 2027

Item 2. International Student Reporting Requirements (delete if not applicable)

In accordance with clause 6 of Attachment 2 of the Contract, these are the additional reporting requirements for when there are international students enrolled in the Program.

The International Student Coordinator's details are:

Name: [insert name]
Position: [insert position]
Phone: [insert phone number]
Email: [insert email address]

Deliverable	Reporting Schedule
Monitoring International Student attendance in the Program (Clause 6(b) of Attachment 2)	Frequency: Fortnightly Delivery mode: RTO to provide fortnightly written reports to the School's International Student Coordinator by email.
Notification to School's International Student Coordinator when RTO has identified the student may be at risk of not meeting Program requirements including attendance or engagement; and/or that further support for the International Student may be required to assist them to meet the Program requirements. (further support may include student support or access to additional facilities, equipment, learning, library resources or premises) (Clause 5(b) of Attachment 2)	Frequency: As needed Delivery mode: RTO to notify the School's International Student Coordinator by email or phone.
Notification to School's International Student Coordinator of International Student being unwell. (Clause 5(a) of Attachment 2)	Frequency: Immediately Delivery mode: RTO to notify the School's International Student Coordinator by email or phone.

SCHEDULE 5 Request by RTO to sub-contract VET services

The RTO must complete this section if it requires a sub-contractor to deliver any part of the Services.

The School Council must agree to the following provision prior to executing the sub-contract.

Only the specified qualifications and personnel of the RTO specified in the table below are to perform the specified VET Services with enrolled students of the school.

Subcontracted RTO: _____

RTO Code: _____
(See RTO registration on training.gov.au)
Registering Body (select one): ASQA / VRQA

School Council Approval

Signed: _____

(School Council or School Council Representative)

Date: _____

Services

Qualification code and title		**Site of Delivery**	**Trainer and Contact Number**
Unit code	**Unit title**		

Staff Details

Name of Trainer	**Role**	**Qualifications and Experience**	**Working with Children Compliance or VIT Registration Provided, as applicable (see Clauses 15 and 16)**

SCHEDULE 6 Contract Variation Notice

Date:

To: [Insert Name of RTO]
[Insert Address of RTO]

[Insert name of School] hereby confirms that pursuant to clauses 62 and 63 of the Standard VET Purchasing Contract between [insert name of School] and [insert name of RTO] dated [insert date of contract] the delivery of the Services is varied as follows:

Variation	Details	School Endorsement	RTO Endorsement
Student enrolments /withdrawals			
Program Content – Competencies			
Commencement and Completion Dates			
Delivery Arrangements			
Fees			
Changes to Trainers/staff			

Actions required to address variation(s)

_____

_____

Other Specifications:

_____

_____

SCHEDULE 7 Equipment provided by School Council

Item	Yes	No	Details
Is the room set up for a minimum of 20 chairs with desktops? Do all participants have a desk top and chair space?			
Is the room clean and tidy on arrival and departure?			
Are the AV and overhead screens working? Did Trainer/assessor use KNH AV/Projector?			
Are all lights working?			
Group activities – is there sufficient space and can the room be set up to facilitate group work?			
Is there are suitable area where students and the trainer can use when having group discussions and not directly involved in practical learning activities?			
Is the venue accessible to persons in wheelchairs or using walking aids?			
Are there suitable amenities and facilities?			
Are presentation aids available such as projector, screens, whiteboard, etc?			
Are presentation aids available such as projector, screens, whiteboard, etc?			
Are there suitable areas for breakout and practical activities?			
Is there internet access? Do you require an access code?			
Access to social-media tools and applications (e.g. blogs, wikis, social media sites)			
Access to teaching aids and support staff if required with students if identified prior			
Equipment repair and maintenance resources (e.g. ball pumps, cleaning equipment)			
Enough teaching space indoors for all trainers and students to engage in simulated environments			

Item	Yes	No	Details
Sufficient chairs and tables for all students			
Sufficient lighting			
Workplace First Aid kit			
Fire blankets			
Fire-extinguishers, including water, carbon dioxide, powder and foam			
Hose reels and mains			
Other please list if required specific to units:			

SCHEDULE 8 Child Safety (on School premises)

Victorian Institute of Teaching/Permission to Teach requirements

1. Where the delivery of Services to Students occurs on the School premises, or in a Trade Training Centre (**TTC**) where the School retains control of the TTC, the RTO must ensure that its Personnel and any other person responsible for or involved in the provision of Services:
   1.1. are registered as a teacher by the VIT; or
   1.2. have a PTT.

RTO responsibilities - compliance with school requirements about child safety

2. The RTO and its Personnel must:
   2.1. comply with the relevant School Child Safety Policies and School Safety Code of Conduct given to it by the School and are published and available on the School's website;
   2.2. comply with any reasonable direction given by the Principal in adherence to any Child Safety Laws, or any School Child Safety Policies and School Child Safety Code of Conduct;
   2.3. immediately provide the Principal with details, and any reasonably requested further information, if it becomes aware of any of the following:
      (i) historical or current allegations made and/or concerns raised against its Personnel that relate to a sexual offence, sexual misconduct, or physical violence committed against, with or in the presence of a child; behaviour causing significant emotional or psychological harm to a child; or significant neglect of a child;
      (ii) historical or current child abuse allegations relating to child safety raised against its Personnel;
      (iii) any criminal charges, investigations or convictions of its Personnel;
      (iv) any allegations relating to child safety raised against its Personnel; and
      (v) an incident of child abuse occurring during the provision of Services, including any act committed against a child by another child involving a sexual offence or the infliction of physical violence or serious emotional or psychological harm.
   2.4. immediately contact Victoria Police if it suspects a criminal offence relevant to the Services has occurred (even if the RTO believes the allegation has already been reported to Victoria Police), and provide the Principal with relevant information of the reported offence unless the RTO has a lawful excuse not to; and
   2.5. if requested by the Principal, meet any additional requirements of the School in relation to child safety, including but not limited to removing its Personnel from providing the Services under this Contract.

RTO responsibilities - student safety and wellbeing

3. The RTO and its Personnel are responsible for:
   3.1. classroom management including Student safety and wellbeing in the classroom in accordance with the policies of the School (as notified to the RTO);
   3.2. complying with any reasonable direction given by the Principal and/or the School's Personnel in relation to an emergency;
   3.3. notifying the Principal about Student safety or health and wellbeing concerns, incidents or Student behaviour issues in a timely manner; and
   3.4. monitoring Student attendance and notifying the School in accordance with clauses 24 and 25 of Attachment 1.

SCHEDULE 9 Child Safety (Non-School premises - All Trainer Assessor Group delivery is on school premises)

Victorian Institute of Teaching registration, Permission to Teach, and Working with Children Clearance requirements

1. Where the delivery of Services to Students occurs at a Trade Training Centre (TTC) that has been leased for exclusive use to the RTO and the RTO is established for the main purpose of providing education to students in year 11 and 12, the RTO must ensure that its Personnel and any other person responsible for or involved in the provision of Services:
   1.1. are registered as a teacher by the VIT; or
   1.2. have a PTT.
2. For all other locations not covered by clause 1 of this Schedule and are not on the School premises, the RTO must ensure that its Personnel and any other person responsible for or involved in the provision of Services is registered as a teacher by the VIT or is otherwise granted PTT if required by the ETRA and the Regulations or, if not so required, have a valid WWCC.
3. If WWCC is required, the RTO warrants that it has verified and recorded that the WWCC of its Personnel are valid at the commencement of this Contract and for the duration for which they deliver the Services.
4. Where the Term of this Contract is 1 year or more, if WWCC is required, the RTO must verify and record the status of its Personnel's WWCC at least once per year.

RTO responsibilities - compliance with school requirements about child safety

5. The RTO and its Personnel must:
   5.1. immediately provide the Principal with details, and any reasonably requested further information, if it becomes aware of any of the following:
      (i) historical or current allegations made and/or concerns raised against its Personnel that relate to a sexual offence, sexual misconduct, or physical violence committed against, with or in the presence of a child; behaviour causing significant emotional or psychological harm to a child; or significant neglect of a child;
      (ii) historical or current child abuse allegations relating to child safety raised against its Personnel;
      (iii) any criminal charges, investigations or convictions of its Personnel;
      (iv) any allegations relating to child safety raised against its Personnel;
      (v) an incident of child abuse occurring during the provision of Services, including any act committed against a child by another child involving a sexual offence or the infliction of physical violence or serious emotional or psychological harm; and
      (vi) an expired, suspended, or otherwise invalid WWCC of any of its Personnel delivering the Services.
   5.2. immediately contact Victoria Police if it suspects a criminal offence relevant to the School or the Services has occurred (even if the RTO believes the allegation has already been reported to Victoria Police), and provide the Principal with relevant information of the reported offence unless the RTO has a lawful excuse not to; and
   5.3. if requested by the Principal, meet any additional requirements of the School in relation to child safety, including but not limited to removing its Personnel from providing the Services under this Contract.

RTO responsibilities – student safety and wellbeing

6. The RTO and its Personnel are responsible for Student safety and wellbeing whilst Students are attending a site other than the School premises for the Services (**Site**) and must:
   6.1. designate an onsite safety liaison responsible for Student safety while Students are at the Site (all Trainer Assessor Group delivery is onsite at school premises)
   6.2. establish, maintain and provide students with a clear code of conduct for Students, addressing:
      (i) behavioural expectations during class times and outside class times;
      (ii) safety information and contact details for Students to access; and
      (iii) staffed areas for supervision onsite, including on arrival and during breaks.

(All Trainer Assessor Group delivery is onsite at school premises and behavioural expectations are communicated to the school prior to course delivery)

   6.3. implement an appropriate system to monitor Student arrival and attendance at the Site and to report absences to the School in accordance with clauses 24 and 25 of Attachment 1(all Trainer Assessor Group delivery is onsite at school premises);
   6.4. implement an appropriate system to ensure the School is notified of any changes in arrangements, within school hours, for Students who ordinarily return to school after participating in the Services (e.g. a Student being collected by a parent and not returning to the school); (all Trainer Assessor Group delivery is onsite at school premises)
   6.5. implement an appropriate system to manage the health care needs of Students in accordance with health information provided to the RTO by the School, with informed parental consent (all Trainer Assessor Group delivery is onsite at school premises);
   6.6. provide information about student safety or health and wellbeing concerns, incidents or student behaviour issues to the School in a timely way;
   6.7. contact a Student's parents in an emergency, in the event a Student needs to be collected, and in any other circumstances agreed to between the parties;
   6.8. provide clear emergency management processes; (all Trainer Assessor Group delivery is onsite at school premises)

6.9. identify safety risks at the Site and implement systems and processes to manage those risks, appropriate to the RTO's environment and reflecting Student needs;
6.10. if Students are using contract buses to attend the RTO, provide an appropriate location and process to support Student safety getting on and off the bus (all Trainer Assessor Group delivery is onsite at school premises); and
6.11. provide suitable and safe premises for Students. (all Trainer Assessor Group delivery is onsite at school premises)

SCHEDULE 10 Child Safety (Host School premises)

Victorian Institute of Teaching/Permission to Teach requirements

1. Where the delivery of Services to Students occurs on the premises of the Host School, or in a Trade Training Centre (**TTC**) where the Host School retains control of the TTC, the RTO must ensure that its Personnel and any other person responsible for or involved in the provision of Services:
   1.1. are registered as a teacher by the VIT; or
   1.2. have a PTT.

RTO responsibilities - compliance with school requirements about child safety

2. The RTO and its Personnel must:
   2.1. comply with the relevant School Child Safety Policies and School Safety Code of Conduct given to it by the Host School;
   2.2. comply with any reasonable direction given by the Host School principal or the Principal in adherence to any Child Safety Laws, or any School Child Safety Policies and School Child Safety Code of Conduct;
   2.3. immediately provide the Host School principal and the Principal with details, and any reasonably requested further information, if it becomes aware of any of the following:
      (i) historical or current allegations made and/or concerns raised against its Personnel that relate to a sexual offence, sexual misconduct, or physical violence committed against, with or in the presence of a child; behaviour causing significant emotional or psychological harm to a child; or significant neglect of a child;
      (ii) historical or current child abuse allegations relating to child safety raised against its Personnel;
      (iii) any criminal charges, investigations or convictions of its Personnel;
      (iv) any allegations relating to child safety raised against its Personnel; and
      (v) an incident of child abuse occurring during the provision of Services, including any act committed against a child by another child involving a sexual offence or the infliction of physical violence or serious emotional or psychological harm.
   2.4. immediately contact Victoria Police if it suspects a criminal offence relevant to the School or the Services has occurred (even if the RTO believes the allegation has already been reported to Victoria Police), and provide the Principal and the Host School principal with relevant information of the reported offence unless the RTO has a lawful excuse not to; and
   2.5. if requested by the Host School principal or the Principal, meet any additional requirements of the Host School or the School in relation to child safety, including but not limited to removing its Personnel from providing the Services under this Contract.

RTO responsibilities - student safety and wellbeing

3. The RTO and its Personnel are responsible for:
   3.1. classroom management including Student safety and wellbeing in the classroom in accordance with the policies of the Host School (as notified to the RTO);
   3.2. complying with any reasonable direction given by the Host School principal or Principal and/or Host School Personnel or School Personnel in relation to an emergency;
   3.3. notifying the Host School principal and the Principal about Student safety or health and wellbeing concerns, incidents or Student behaviour issues in a timely manner; and
   3.4. monitoring Student attendance and notifying the Host School and the School in accordance with clauses 24 and 25 of Attachment 1.

ITEM 8 - FEES – ex GST are all fees

Payment to RTO per student for all units listed below
$1066 per student

HLTWHS001	Participate in workplace health and safety	20
BSBINS201	Process and maintain workplace information	30
BSBTEC201	Use business software applications	60
HLTFSE001	Follow basic food safety practices	30
SITHFAB021	Provide Responsible Service of Alcohol	10
SITXFSA005	Use hygienic practices for food safety	15
HLTAID011	Provide First Aid	18
HLTAID010	Provide Basic Emergency Life Support	12
CPCWHS1001	Prepare to work safely in the construction industry	6

** Units can change at the discretion of the RTO*

*** Units may be adapted based on any VCAA program changes*

Payment terms

- A signed electronic order has been provided by the school or an order in writing has been communicated to eduCLick, Trainer Assessor Group to confirm commitment.
- Numbers may be adjusted based on student movement however this must be agreed in writing by both parties
- If numbers are adjusted after invoices have been raised and payment made, reconciliation with occur in good faith from both parties.
- The school will be issued an invoice on March 10th and payable on April 20th each year. The school pays the RTO directly.
- As per this contract payment terms are above.
- Payment is not dependent upon any department of education payments to a school and is a fee for service arrangement.
- Payment is irrespective if Competency is met. Students will have multiple opportunities to achieve competency and the RTO and school will work together if this situation arises.
- Payment is based on the students indicated and signed for, not attendance as multiple opportunities will be given to students to complete units.
- Students will have the opportunity to complete a blended learning model of required to help achieve competency.

Cooling off period

eduCLick, Trainer Assessor Group provides all schools a 7-day cooling off period from completing the electronic agreement.

If a school wishes to withdraw from the contract and both parties agree in writing prior to April 20th 2027, a fee equal to the value of 75% of the total invoice will be issued to the school for time, content, intellectual property and administration. If a single unit of competency has been completed by at least 1 student, then 100% of the total invoice is payable as training has commenced.

Payment Schedule

- Due April 2027