ACCREDITATION AGREEMENT

FOR

HEAVY VEHICLE COMPETENCY BASED ASSESSMENT

PROVIDER’S NAME: ________________________________

DATE SIGNED: ________________________________
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## PART 1

### AGREEMENT DETAILS

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<thead>
<tr>
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<th>Details of Provider</th>
</tr>
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<tbody>
<tr>
<td><strong>Name:</strong></td>
<td></td>
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<tr>
<td><strong>Trading As:</strong></td>
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<tr>
<td><strong>ACN:</strong></td>
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<tr>
<td><strong>ABN:</strong></td>
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<tr>
<td><strong>Address:</strong></td>
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<tr>
<td><strong>Phone:</strong></td>
<td><strong>Facsimile:</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 2</th>
<th>Address for service of notices (clause 22 (Notices))</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RMS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong> Roads and Maritime Services 20 Ennis Road, Milsons Point NSW 2061</td>
<td></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:hvtraining@rms.nsw.gov.au">hvtraining@rms.nsw.gov.au</a></td>
<td></td>
</tr>
<tr>
<td>cc <a href="mailto:andrew.plowman@rms.nsw.gov.au">andrew.plowman@rms.nsw.gov.au</a></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name &amp; Position:</strong> Senior Manager, Education &amp; Training</td>
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<table>
<thead>
<tr>
<th>Item 3</th>
<th>Commencement Date (clause 2.1 (Term))</th>
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<tbody>
<tr>
<td><strong>Commencement Date:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>1 July 2019</strong></td>
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<thead>
<tr>
<th>Item 4</th>
<th>End Date (clause 2.1 (Term))</th>
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<tbody>
<tr>
<td><strong>End Date:</strong></td>
<td></td>
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<tr>
<td><strong>30 June 2020</strong></td>
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<tr>
<td>Item 5</td>
<td>Provider Representative (clause 9.1 (Appointment of representative))</td>
</tr>
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<td>---------------------------------------------------------------------</td>
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<tr>
<td></td>
<td><strong>Provider Representative:</strong></td>
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<table>
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<tr>
<th>Item 6</th>
<th>Units of Competency for Heavy Vehicle driver licence classes (clause 3.2(a) (Registered Training Organisation qualifications))</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>☐ Light rigid vehicle licence</td>
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<tr>
<td></td>
<td>☐ Medium rigid vehicle licence</td>
</tr>
<tr>
<td></td>
<td>☐ Heavy rigid vehicle licence</td>
</tr>
<tr>
<td></td>
<td>☐ Heavy combination vehicle licence</td>
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<td></td>
<td>☐ Multi-combination vehicle licence</td>
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</tbody>
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<tr>
<th>Item 7</th>
<th>Premises at which Records to be kept (clause 10.1 (Records))</th>
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<tbody>
<tr>
<td></td>
<td><strong>Premises located at:</strong></td>
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<tr>
<td></td>
<td><strong>Location for storage of electronic Records (if different to the above) (clause 10.1 (Records))</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Electronic records located at:</strong></td>
</tr>
<tr>
<td></td>
<td>[Note: this may be offsite or virtual storage. If no physical address can be listed, provide name of Storage Provider]</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Item 8</th>
<th>Insurances (clause 15 (Insurance) and (Schedule A))</th>
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<tbody>
<tr>
<td></td>
<td>(a) Worker's compensation insurance for not less than the minimum required under applicable legislation</td>
</tr>
<tr>
<td></td>
<td>(b) Public liability insurance for not less than $20,000,000 in respect of any single occurrence;</td>
</tr>
<tr>
<td></td>
<td>(c) Professional indemnity insurance for not less than $5,000,000 in respect of any single occurrence and in the annual aggregate;</td>
</tr>
<tr>
<td></td>
<td>(d) Motor Vehicle Comprehensive insurance for not less than $20,000,000 in respect of any single occurrence, in the same terms as required by Driving Instructors Act 1992 (NSW);</td>
</tr>
<tr>
<td></td>
<td>(e) Personal accident and illness insurance. [Note: only applicable to sole traders]</td>
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EXECUTED as an agreement.

<table>
<thead>
<tr>
<th>Signed on behalf of ROADS AND MARITIME SERVICES by its Authorised Delegate in the presence of:</th>
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<tbody>
<tr>
<td>Authorised Delegate (signature)</td>
</tr>
<tr>
<td>Authorised Delegate (Name printed)</td>
</tr>
<tr>
<td>Witness (signature)</td>
</tr>
<tr>
<td>Witness (Name printed)</td>
</tr>
<tr>
<td>Date:</td>
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</table>

**A. Where the Provider is a corporation:**

**SIGNED by [insert company name and ACN]**

in accordance with section 127 of the Corporations Act

<table>
<thead>
<tr>
<th>Secretary (or additional Director) signature</th>
<th>Director signature</th>
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<tr>
<td>Name printed</td>
<td>Name printed</td>
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Date:

**B. Where the Provider is a sole director corporation:**

**SIGNED by [insert company name and ACN]**

in accordance with section 127 of the Corporations Act

<table>
<thead>
<tr>
<th>Witness Signature</th>
<th>Signature Sole Director</th>
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<tbody>
<tr>
<td>Name printed</td>
<td>Name printed</td>
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</tbody>
</table>

Date: ________________

**NOTE:** By signing the signatory declares that he/she is the sole Director and Company Secretary and occupies both roles
C. Where the Provider is a Partnership:

SIGNED for and on behalf of [insert Partnership name and ABN] by its authorised representative

<table>
<thead>
<tr>
<th>Witness signature</th>
<th>Representative signature</th>
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Date:

D. Where the Provider is a "sole trader":

SIGNED by [insert sole trader name]

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<thead>
<tr>
<th>Witness signature</th>
<th>Sole trader signature</th>
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Date:
This ACCREDITATION AGREEMENT FOR THE HEAVY VEHICLE COMPETENCY BASED ASSESSMENT SCHEME is between:

Roads and Maritime Services ABN 76 236 371 088, a New South Wales Government agency and corporation incorporated under section 46 of the Transport Administration Act 1988 (NSW), of 20 Ennis Road, Milsons Point, New South Wales (RMS)

and

Provider (named in the Agreement Details)

Background

A. Under clause 59 of the Road Transport (Driver Licensing) Regulation 2017 (NSW), RMS may approve a scheme under which a person’s competency may be assessed for the purpose of determining that person’s application for the issue or variation of a driver licence held or to be held by that person. RMS has approved such a scheme (the “HVCBA Scheme”) for the purpose of assessing Applicants for the issue, reissue or renewal of a Heavy Vehicle Licence.

B. As part of the HVCBA Scheme, RMS has developed the HVCBA Scheme Policies and Procedures by which to assess whether Applicants should be issued with a Heavy Vehicle Licence.

C. Provider has applied to RMS to be accredited to provide Training Courses and Assessments of Applicants for a Heavy Vehicle Licence, and to issue Certificates of Competency to Applicants for a Heavy Vehicle Licence.

D. RMS agrees to accredit Provider to provide Training Courses to and Assessments of Applicants for a Heavy Vehicle Licence, and to recognise Certificates of Competency issued by Provider, in accordance with this agreement.

E. Provider acknowledges that by virtue of providing Training Courses and Assessments, the Provider is considered to be a Driving School under section 5 of the Driving Instructors Act 1992 (NSW).

This agreement

This agreement consists of:

(a) this Part 1, including the Agreement Details in this Part 1;

(b) Part 2 (Terms and Conditions);

(c) the Schedules and Attachments to this agreement; and

(d) the HVCBA Scheme Policies and Procedures.
PART 2 (TERMS AND CONDITIONS)

1 DEFINITIONS AND INTERPRETATION

Clause 25 contains words and expressions that have special meanings in this agreement as well as provisions relating to the interpretation of this agreement.

2 TERM

2.1 Term

(a) **Initial Term:** This agreement commences on the Commencement Date and continues until the End Date unless terminated earlier in accordance with its terms (“Initial Term”).

(b) **RMS Option to Extend:** RMS may, in its absolute discretion, by giving the Provider at least 90 days’ notice in writing, extend the Initial Term by a further period of one (1) year and thereafter references to the “End Date” shall be construed as being extended by one (1) year.

(c) **Parties May Agree Month to Month Continuation At End of Fixed Term:** This agreement will end on the End Date unless the parties agree for it to continue in which case it will continue on a periodic basis with either party able to terminate at any time by giving 30 days’ notice.

2.2 Prior agreement

Provider and RMS acknowledge and agree that entering into this agreement:

(a) subject to clause 2.2(b), terminates and supersedes any existing agreement between Provider and RMS in connection with the provision of Training Courses and/or Assessments for Heavy Vehicle Licences; and

(b) does not alter, or constitute a waiver of, any rights or claims that one party may have against the other party in respect of any previous agreement referred to in clause 2.2(a).

3 ACCREDITATION OF PROVIDER

3.1 Accreditation

(a) RMS accredits Provider for the Term on a non-exclusive basis to:

(i) provide Training Courses to and Assessments of Applicants for a Heavy Vehicle Licence; and

(ii) issue Certificates of Competency,

on the terms of this agreement.

(b) Subject to the terms of this agreement, RMS agrees to recognise a Certificate of Competency issued by Provider in respect of an Applicant.

(c) Provider must notify RMS promptly (and in any event within 5 Business Days of becoming aware) of any change in circumstance or other matter that affects or may affect Provider’s eligibility for accreditation under this agreement (including whether it meets the Accreditation Eligibility Requirements) or otherwise its ability to perform its obligations under this agreement.

3.2 Registered Training Organisation qualifications

Provider must:
(a) maintain status as a Registered Training Organisation, and retain the relevant units of competency for the Heavy Vehicle driver licence classes for which Training Courses and Assessments are to be provided to Applicants under this agreement, as set out in item 6 of the Agreement Details; and

(b) maintain the requirements to be accredited under this agreement as such requirements are set out in the HVCBA Scheme Policies and Procedures.

3.3 Basis of appointment
The parties acknowledge that:

(a) RMS may enter into agreements with other providers in relation to the provision of Training Courses and Assessments;

(b) Provider has no right, and neither party has any legitimate expectation, that any particular Applicants, or that a minimum volume of Applicants, will engage Provider to provide the Training Courses and Assessments;

(c) RMS has no obligation to promote Provider to Applicants;

(d) by granting the accreditation, RMS is not endorsing or making representations about the quality of Provider, the Provider’s Personnel, or the Training Courses or Assessments provided by the Provider; and

(e) Provider operates its business solely at its own risk.

3.4 Subcontracting prohibited

(a) Except as set out in clauses 6.2 (Trainers and Assessors) and 6.3 (Changes in Trainers and Assessors), Provider must not subcontract its obligations under this agreement without the prior consent of RMS. RMS may impose such conditions as it thinks fit in giving its consent to any subcontracting under this agreement.

(b) If Provider subcontracts any part of its obligations under this agreement pursuant to clause 3.4(a), Provider:

(i) remains responsible for the performance of the obligations under this agreement; and

(ii) will be liable to RMS for the acts and omissions of a subcontractor, or any Personnel of the subcontractor, as if they were the acts or omissions of Provider and its Personnel.

3.5 Relationship of the Parties

(a) RMS and Provider are independent contractors.

(b) Nothing in this agreement is to be treated as creating any relationship of employer or employee, principal and agent, partnership or joint venture between RMS and:

(i) Provider;

(ii) any of Provider’s subcontractors; or

(iii) any of Provider’s or Provider’s subcontractors’ Personnel.

(c) Provider must not act and does not have any authority to act as agent of or in any way bind or commit RMS to any obligation except to the limited extent expressly specified in this agreement.
4 OBLIGATIONS OF PROVIDER

4.1 General obligations

(a) Provider must:

(i) perform all of its obligations under this agreement in a diligent and professional manner to a standard of skill and care expected of a Registered Training Organisation experienced in providing Training Courses and Assessments;

(ii) comply with all Laws;

(iii) not engage in or accept an offer to engage in corrupt or dishonest conduct; and

(iv) not engage in conduct that may bring RMS into disrepute or which constitutes a Conflict of Interest.

(b) Provider must ensure that its Personnel comply with this agreement. Wherever this agreement places an obligation on Trainers or Assessors, that includes an obligation on Provider to ensure that Trainers and Assessors comply with that obligation.

(c) Provider must provide at its own cost all facilities, equipment and resources (other than the RMS Materials) sufficient for the purposes of performing the Training Courses and Assessments and otherwise meeting the requirements of this agreement.

4.2 When Training Courses and Assessments must be provided

(a) Provider must provide the Training Courses and Assessments to all Applicants who meet the Application Criteria and who are prepared to pay the Provider’s fees for the relevant Training Course or Assessment.

(b) Provider must offer and provide each Training Course and Assessment to each Applicant:

(i) at the earliest time available to Provider that is convenient for the Applicant; and

(ii) irrespective of whether that Applicant wants to take a Training Course or an Assessment but not both, or to obtain other services from Provider.

(c) Provider must complete and supply to the Applicant all records in connection with the Training Courses and Assessments in accordance with the HVCBA Scheme Policies and Procedures.

(d) Where an Applicant has undertaken a Training Course provided by Provider, Provider must ensure that the Assessor that conducts that Applicant’s Assessment is not the same person who delivered the Training Course for that Applicant.

4.3 Standards for performance of Training Courses and Assessments

(a) Provider must:

(i) comply with the Driving Instructors Act 1992 (NSW), Road Transport Act 2013 (NSW) and their regulations; and

(ii) record details of all Training Courses and Assessments by Trainers and Assessors in a way that complies with the requirements of the Driving Instructors Act 1992 (NSW) and Driving Instructors Regulation 2016 (NSW).

(b) Without limiting the above, Provider must:

(i) conduct all Training Courses and Assessments in accordance with:
(A) this agreement;
(B) the HVCBA Scheme Policies and Procedures; and
(C) all reasonable directions of RMS from time to time;

(ii) use and maintain sufficient quantities of Personnel and equipment in order to provide the Training Courses and Assessments; and

(iii) contribute to the improvement of driver training and testing by:

(A) training, on-going professional development and performance monitoring of Trainers and Assessors in accordance with HVCBA Scheme Policies and Procedures;
(B) giving RMS notice of any error or ambiguity in any of the RMS Materials as soon as practicable after Provider becomes aware of the error or ambiguity;
(C) giving RMS notice of any improvements or other matter that can assist RMS in the development of the HVCBA Scheme Policies and Procedures or the administration of the Training Courses and Assessments; and
(D) identifying areas which are reasonably likely to cause difficulties or delays in carrying out Training Courses and Assessments.

(c) Provider acknowledges that breaches of this agreement or Misconduct or unsatisfactory performance in relation to Training Courses or Assessments may be grounds for suspension or cancellation of a licence under section 26 of the Driving Instructors Act 1992 (NSW).

4.4 Electronic surveillance Assessment and Training Course sessions

(a) For all Assessments, and for such parts of Training Courses ("Recordable Training Components") which RMS may from time to time direct, Provider must:

(i) monitor and record the conduct of all Assessments and Recordable Training Components using video camera, GPS technology and any other technology as specified by RMS and in accordance with the HVCBA Scheme Policies and Procedures PROVIDED THAT RMS will not give any direction to commence recording Recordable Training Components without first consulting with Providers;

(ii) conduct such monitoring and recording in accordance with all relevant Laws (including the Privacy Laws, the Surveillance Devices Act 2005 (NSW) and the Workplace Surveillance Act 2005 (NSW)) and provide all necessary notices to and obtain all necessary consents from Applicants and all vehicle occupants as required by all relevant Laws; and

(iii) maintain records in relation to such monitoring and recording, and grant RMS such access and audit rights in relation to such Records in accordance with clause 10 (Record Keeping, Reporting And Auditing).

(b) Provider acknowledges that:

(i) the monitoring and recording activities described in clause 4.4(a) are intended to ensure the integrity, transparency and quality of the Training Courses and Assessments and the safety of Applicants;

(ii) it is the Provider’s responsibility to obtain its own legal advice in relation to such monitoring and recording activities; and
4.5 Variations to HVCBA Scheme Policies and Procedures

(a) RMS may at any time amend the HVCBA Scheme Policies and Procedures by giving notice to Provider. Provider must comply, and ensure that the Trainers and Assessors comply, with the most current version of the HVCBA Scheme Policies and Procedures.

(b) If an amendment to the HVCBA Scheme Policies and Procedures:

(i) does not have an impact on Provider’s ability to provide Training Courses and Assessments; or

(ii) is an amendment made to address safety or security concerns,

then that amendment takes effect immediately and Provider must comply, and ensure that Trainers and Assessors comply, with the amended HVCBA Scheme Policies and Procedures immediately from notification of the amendment by RMS.

(c) If an amendment to the HVCBA Scheme Policies and Procedures does not fall within clause 4.5(b), then RMS must give at least 1 month’s notice of the amendment and, subject to clause 4.5(d), the amendment will take effect on the expiry of that 1 month (or such later date as is specified in the notice).

(d) Where Provider receives a notice under clause 4.5(c), Provider may, within 1 month of receipt of such notice from RMS, notify RMS that it is terminating the agreement under this clause 4.5(d), in which case such termination will take effect 1 month after Provider gives such notice.

4.6 Workshops

Provider must (and ensure each of the Trainers and Assessors as RMS may require must), attend workshops and complete training as directed by RMS on matters relevant to the HVCBA Scheme, including the operation or content of the HVCBA Scheme Policies and Procedures (including proposed variations). Such workshops may include other providers who are accredited under the HVCBA Scheme.

5 FEES

(a) No fees, costs, charges or other amounts are payable by RMS to Provider, Trainers or Assessors under or in connection with this agreement.

(b) Provider is responsible for the collection of any fees it charges Applicants in connection with Training Courses and Assessments.

6 PROVIDER PERSONNEL

6.1 Provider’s Personnel

(a) Provider must ensure that its Personnel:

(i) hold all relevant qualifications including any required licences;

(ii) are each Fit and Proper Persons;

(iii) comply with all WHS Laws;

(iv) are trained in and comply with the HVCBA Code of Conduct;
(v) are trained in and comply with the relevant HVCBA Scheme Policies and Procedures;
(vi) have current clear criminal record checks; and
(vii) in relation to Trainers and Assessors, meet the requirements of clause 6.2 (Trainers and Assessors),

and Provider must maintain Records sufficient to demonstrate to RMS that the requirements of this clause 6.1(a) are satisfied.

(b) If requested by RMS, Provider must provide to RMS copies of any checks or other records it is required to hold under clause 6.1(a).

(c) RMS may at any time by notice to Provider, request that Provider withdraw particular Personnel (including Trainers and Assessors) from conducting activities under or in connection with this agreement. Where so requested by RMS, Provider must immediately arrange for such Personnel to cease being involved in any way in the activities under or in connection with this agreement. Provider must, at its own expense, use its reasonable endeavours to promptly propose a replacement for any such Personnel.

6.2 Trainers and Assessors

(a) Provider must ensure that all Trainers and Assessors:

(i) are licensed under the Driving Instructors Act 1992 (NSW) for the relevant Training Courses and Assessments;
(ii) have completed all required training as set out in the HVCBA Scheme Policies and Procedures;
(iii) meet the requirements set out in the HVCBA Scheme Policies and Procedures;
(iv) have the required knowledge and proficiency in carrying out Training Courses and Assessments in compliance with the HVCBA Scheme Policies and Procedures; and
(v) otherwise satisfy the reasonable requirements of RMS notified to Provider from time to time, (the “Trainer and Assessor Qualifications”).

(b) Provider must ensure that Training Courses and Assessments are not conducted by any person:

(i) who is not a Trainer or Assessor approved by RMS under clause 6.3 (Changes in Trainers and Assessors);
(ii) whose approval as a Trainer or Assessor (as applicable) has been suspended or cancelled by RMS or who otherwise fails to hold, maintain and satisfy the Trainer and Assessor Qualifications; or
(iii) who RMS has notified Provider is not to provide Training Courses and/or Assessments.

(c) If Provider wishes RMS to run a licensing check for any Trainer or Assessor to check that they are appropriately licensed under the Driving Instructors Act 1992 (NSW) (as required under clause 6.2(a)(i)), Provider must obtain the consent of the relevant Trainer or Assessor (as applicable) prior to requesting RMS to run such check.

(d) Provider must:

(i) maintain Records of all Trainers and Assessors engaged by it to conduct Training Courses and Assessments from time to time; and
(ii) advise RMS of any change in a Trainer or Assessor’s address and contact details within 10 Business Days after the change occurs (using the relevant form contained in the HVCBA Policies and Procedures, if any).

(e) Provider acknowledges that the Trainers and Assessors are the Provider’s agent or employee for the purposes of the Driver Instructors Act 1992 (NSW).

6.3 Changes in Trainers and Assessors

(a) Without limiting the generality of clause 6.1 (Provider’s Personnel), Provider must only appoint persons as Trainers and Assessors, and permit persons to conduct Training Courses and Assessments who are approved in writing by RMS in accordance with this clause 6.3.

(b) Provider must give RMS notice of:

(i) each resignation or removal by Provider of a Trainer or Assessor and the reasons for the resignation or removal; and

(ii) subject to clause 6.3(C), each proposed appointment of a new Trainer or Assessor utilising the relevant form set out in the HVCBA Scheme Policies and Procedures.

(c) Provider must obtain RMS’ prior approval of a proposed new Trainer or Assessor by notice to RMS containing:

(i) the completed form referred to in clause 6.3(b)(ii); and

(ii) an acknowledgment and undertaking in the form executed by the proposed new Trainer or Assessor in the form attached to this Agreement.

(d) RMS’ decision as to whether to approve a person as a Trainer or Assessor (or to cancel or suspend such approval in accordance with this agreement) is made in RMS’ absolute discretion.

6.4 Responsibility for salary and entitlements

(a) Provider acknowledges and agrees that:

(i) it is solely responsible for the payment of remuneration, salary, wages, annual leave, sick leave, long service leave or other leave and all other employee benefits (including, superannuation contribution benefits) ("Personnel Benefits") to and on behalf of all Personnel engaged by Provider in connection with this agreement, and for the making of tax instalment deductions in respect of the salary and wages (where relevant) of all such persons which may arise in connection with this agreement; and

(ii) neither Provider nor any of its Personnel is entitled to payment of any such amounts from RMS.

(b) If under any Laws, RMS is considered an employer or principal employer and is obliged to make payments in respect of the amounts paid or benefits provided to or in relation to any employee or contractor of Provider, then Provider:

(i) must make all such payments on behalf of RMS; and

(ii) indemnifies RMS against all such payments made by RMS, including:

(A) any additional tax, levy, or other payment whatsoever, including any interest, penalty or late fee that may be payable in respect of the late or non-payment of such tax, levy or other payment; and

(B) Personnel Benefits to be paid or provided to such persons.
6.5 **Work health and safety**

Provider must:

(a) ensure, so far as is reasonably practicable, that all Training Courses and Assessments are conducted safely and in a manner that does not put the health and safety of any person at risk;

(b) comply with its duties under WHS Laws;

(c) consult, co-operate and co-ordinate with RMS regarding work health and safety matters relevant to the Training Courses and Assessments;

(d) maintain and provide to RMS records or information regarding health and safety matters arising in connection with the Training Courses and Assessments as required by RMS from time to time; and

(e) following a Health and Safety Incident in connection with a Training Course or Assessment:

   (i) comply with any notification obligations under the WHS Laws;

   (ii) immediately upon becoming aware of the Health and Safety Incident, notify RMS of that Health and Safety Incident;

   (iii) undertake a risk assessment in relation to the Health and Safety Incident and ensure all reasonably practicable control measures identified during that risk assessment are implemented to eliminate, so far as is reasonably practicable, any risk of a similar incident occurring again;

   (iv) maintain any records relating to the Health and Safety Incident; and

   (v) provide RMS with a written report of the Health and Safety Incident.

7 **COMPLIANCE AND CONFLICTS OF INTEREST**

7.1 **Bribery and codes**

(a) Provider must not and must ensure that the Provider Representative and each Trainer and Assessor does not, engage in or condone any bribery, corruption or collusion, including where applicable in the delivery of Training Courses and Assessments.

(b) Provider must ensure each Trainer and Assessor must, immediately report any evidence or suspicion of bribery, corruption or collusion to Director Audit & Assurance at RMS or to RMS’s Ethics Hotline on 1800 043 642 or to the Independent Commission Against Corruption.

(c) In this clause references to “bribery” include requesting or accepting any benefits of any kind from or on behalf of an Applicant to Provider or a Trainer or Assessor (whether the benefit is for Provider or Assessor or a third person) but excludes any training or assessment fee which Provider usually charges.

7.2 **Anti-slavery and human trafficking**

(a) Without limiting any other provision of this agreement, Provider must:

   (i) not engage in (and take reasonable steps to ensure that in Provider’s operations and supply chains there are not):

   (A) any activities, practices or conduct that would constitute an offence under Modern Slavery Laws; or
(B) any activities practices or conduct which would constitute an
offence under Modern Slavery Laws if it had taken place within the
relevant Australian jurisdiction;

(ii) notify RMS as soon as reasonably practicable after it becomes aware of any
actual or suspected activity, practice or conduct of the kind described in
clause 7.2(a)(i);

(iii) provide RMS with all information and records reasonably requested by the
RMS in order for RMS to comply with its reporting obligations under the
Modern Slavery Act 2018 (Cth) and Modern Slavery Act 2018 (NSW), and
provide such information and records to RMS within 30 days of RMS’ request;
and

(iv) comply with the mandatory reporting requirements under the Modern
Slavery Act 2018 (Cth) and Modern Slavery Act 2018 (NSW) and provide a
copy of their modern slavery statement to RMS.

(b) In this clause 7, “Modern Slavery Laws” means any anti-slavery and human trafficking
Law, including:

(i) Divisions 270 and 271 of the Criminal Code Act 1995 (Cth); and

(ii) Sections 80D, 80E, 91G(1) – (3), 91h, 91HAA and 93AA-93AC of the Crimes Act
1900 (NSW).

7.3 Conflict of Interest

(a) Provider must use its best endeavours to ensure that no action is taken by itself, or its
Personnel, which results in a Conflict of Interest, including taking all necessary and
proper precautions to prevent its Personnel from receiving or making, providing or
offering to any person a gift, entertainment, payment, loan or other consideration from
any Applicant or potential Applicant.

(b) Provider must:

(i) immediately inform RMS upon becoming aware of the existence or possibility
of a Conflict of Interest during the Term; and

(ii) within 5 Business Days after a request by RMS, advise RMS in writing of all
potential and actual Conflicts of Interest, including details of the conflict, the
Personnel involved, and the steps taken to address the conflict.

8 PROBITY EVENT

8.1 Probity Event Notice

(a) Provider must notify RMS as soon as it becomes aware that a Probity Event has
occurred or is likely to occur; and

(b) RMS may notify Provider if RMS becomes aware that a Probity Event has occurred or is
likely to occur,

(each a “Probity Event Notice”).

8.2 Content of notice

The Probity Event Notice must describe the nature of the Probity Event and the circumstances
giving rise to it or likely to give rise to it.

8.3 Probity Investigations

Following the issue of a Probity Event Notice, Provider must:
(a) promptly comply with any reasonable request from RMS for access to Provider’s Personnel for the purpose of undertaking any investigations that RMS may wish to carry out in relation to the actual or likely occurrence of the Probity Event.

(b) use reasonable endeavours to ensure that all of its Personnel co-operate with RMS and comply with any reasonable requests for information that RMS may make in the course of its investigations.

8.4 Remedial action

Upon the issue of a Probity Event Notice, the Parties must meet at a time nominated or agreed by RMS to discuss the occurrence of the Probity Event. During any such meeting, RMS and Provider must use reasonable endeavours to agree on the actions to be taken by Provider to reverse the effect of the Probity Event.

8.5 RMS may direct remedial action

If RMS and Provider are unable to agree on the actions to be taken by Provider within 5 Business Days of such meeting (or any longer period RMS may agree) RMS may give notice to Provider setting out the action it must take to address the adverse effect of the Probity Event, and Provider must comply with any such notice as soon as possible and in any event within 5 Business Days after receiving the notice.

9 REPRESENTATIVE

9.1 Appointment of representative

(a) As at the Commencement Date, Provider appoints the person set out in item 5 of the Agreement Details as the Provider Representative for the purposes of this agreement.

(b) Provider must provide RMS with an acknowledgment and undertaking executed by the Provider Representative in the form attached to this Agreement.

9.2 Authority of representative

Provider warrants that the Provider Representative has the authority and legal power to sign documentation on Provider’s behalf and to bind Provider in respect of all matters arising in connection with this agreement, Training Courses and Assessments.

9.3 Substitution of representative

(a) Provider must give RMS prior notice of any proposal to substitute the Provider Representative including details of:

(i) the reason for the substitution;

(ii) the name, title, position and relevant experience of the proposed substitute;

(iii) the date on which Provider proposes the substitution to become effective, and

provide an executed acknowledgment an undertaking by the proposed substitute Provider Representative in the form attached to this Agreement.

(b) RMS may notify Provider of any additional information it requires to decide in relation to the proposed substitution.

(c) If RMS objects to a proposed substitute, it will notify Provider within the later of 5 Business Days after receipt of the Provider’s notice under clause 9.3(a) and the provision of additional information in response to a request by RMS under clause 9.3(b).
(d) If RMS objects to the appointment of a proposed substitute pursuant to clause 9.3(c), Provider must not appoint the proposed substitute as the Provider Representative.

(e) If RMS does not object to the proposed new representative in the timeframe specified in clause 9.3(c), the proposed new representative becomes the Provider Representative replacing the previous Provider Representative.

10 RECORD KEEPING, REPORTING AND AUDITING

10.1 Records

(a) Provider must:

(i) securely collect, maintain and archive all Records;

(ii) keep the Records in English, and ensure they are legible;

(iii) keep the Records at the premises and/or location specified in item 7 of the Agreement Details. Where Provider first obtains RMS’ consent, Provider may store Records which are more than 12 months old at other premises or another location approved by RMS;

(iv) comply with all directions of RMS and maintain confidentiality in relation to the Records;

(v) notify RMS immediately of any loss or destruction of any Records; and

(vi) keep each of the Records for at least 7 years from the date that the last entry was made in that Record.

(b) Provider may safely and securely destroy Records which are more than 7 years old provided Provider first gives 30 days’ notice to RMS and RMS does not object to the proposed destruction and the method to be used.

(c) Records may be recorded and stored electronically provided that when the RMS exercises its audit rights, Provider provides RMS (at its option) either hard copies or copies in electronic form together with the necessary hardware and software for RMS to read the electronic copies.

10.2 Providing access, audits and quality check

(a) Provider must at all reasonable times:

(i) give RMS and any Auditor access to:

(A) any premises and sites used by Provider in connection with the provision of Training Courses and Assessments; and

(B) the Records and any other information maintained by Provider, a Trainer or Assessor in connection with Training Courses and Assessments or otherwise required pursuant to this agreement; and

(ii) allow RMS and any Auditor to:

(A) travel with and or observe the Trainer or Assessor and Applicant during the relevant Training Course or Assessment (including without advising the Trainer or Assessor that RMS or an Auditor is observing) and enter any premises used by Provider in connection with such Training Courses or Assessments;

(B) interview the Trainer, Assessor and Applicant in relation to activities that have occurred during either the Training Course or Assessment;
(C) inspect and enter the Vehicles used by Provider to provide the Training Courses or Assessments;

(D) direct the cancellation of any Assessment where possible non-compliance has been identified, and

(E) conduct an Assessment,

for the purposes of:

(iii) auditing, inspecting, monitoring or reviewing Provider’s, and each Trainer, Assessor and Applicant’s performance under this agreement; and

(iv) conducting quality assurance checks and assess outcomes of Training Courses and Assessments.

(b) Without limiting clause 10.2(a)(ii), Provider must allow any review undertaken by RMS and any Auditor to include:

(i) the Auditor or RMS requiring the cessation of any Training Course or Assessment (as applicable);

(ii) the Auditor or RMS requiring the repeating of the Training Course or Assessment (as applicable) of an Applicant previously passed by a Trainer or Assessor during which (at the option of the Auditor or RMS) the original Trainer or Assessor may or may not be present; and

(iii) any other reasonable means of assessing Provider’s or any Trainer’s or Assessor’s competence or compliance with this agreement.

(c) Provider must provide all assistance to, and co-operate with, RMS and any Auditor as is reasonably required by RMS in conducting an audit, inspection or review pursuant to this clause 10.

(d) Provider must, as part of the Application Criteria to undertake Training Courses or Assessments, procure the Applicant’s consent to RMS or the Auditor attending, cancelling or conducting any Training Course or Assessment in accordance with clause 10.2(a)(ii).

10.3 Self-assessment and reporting

(a) Provider must, following the end of each calendar year, conduct a self-assessment of its performance under this agreement in the previous calendar year. The self-assessment must:

(i) be completed in accordance with a template provided by RMS from time to time, and include all information required by the HVCBA Scheme Policies and Procedures; and

(ii) be delivered to RMS by 10 March.

(b) In addition to the self-assessment set out in clause 10.3(a), Provider must report from time to time when requested by RMS on Applicants for whom it has provided Training Courses and Assessments, and on the conduct and outcomes of the Training Courses and Assessments.

(c) RMS may from time to time issue directions as to the form and content of self-assessments and reporting and may require that Provider engage the services of an independent auditor at Provider’s cost.

11 REPRESENTATIONS

Provider must not, and must ensure that the Provider Representative, Trainers and Assessors do not:
(a) make any misrepresentations or false or misleading statements in relation to:
   (i) the function of RMS in relation to Heavy Vehicle Driver Training Courses and Assessments; or
   (ii) the consequences of an Applicant successfully completing a Training Course or Assessment (including fees payable by an Applicant); or
(b) do anything that exposes RMS to negative publicity or might reasonably be expected to bring RMS into disrepute.

12 RMS NAME AND LOGO AND MEDIA RELEASES

   (a) Subject to clause 12(b), Provider must not in any circumstances (including in any advertising or promotional material):
      (i) use any trade mark or logo of RMS;
      (ii) expressly or impliedly claim or represent that RMS endorses, recommends, approves or authorises Provider or any services provided by it; or
      (iii) make or permit any public statement concerning RMS or this agreement, including by way of disclosure of information to or through any communications media or any press release, advertisement, information, publication, document, article or promotional material, without RMS’ prior approval.
   (b) During the Term, Provider may describe its business as accredited by RMS solely and strictly as expressly permitted in the HVCBA Scheme Policies and Procedures or as otherwise notified by RMS. Without limiting the foregoing, RMS may from time to time pre-approve a form of words for Provider to use on advertising and promotional material that describes the relationship of the parties. As at the date of this agreement RMS has approved the following form of words:

   "[Provider’s name] is recognised by Roads and Maritime Services as a provider of heavy vehicle training and assessments for drivers wishing to obtain heavy vehicle driver licences."

   (c) Provider must refer any media enquiries concerning RMS, this agreement or the Training Courses or Assessments to RMS.

13 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

13.1 Confidentiality

   (a) Where Provider receives Confidential Information, Provider must:
      (i) keep the Confidential Information secret and preserve its confidential nature;
      (ii) not use or permit the use of Confidential Information for any purpose other than a purpose permitted by this agreement;
      (iii) not disclose or permit the disclosure of Confidential Information to any person except as permitted in clause 13.1(b);
      (iv) only copy or reproduce Confidential Information for the purposes of this agreement or with the prior written consent of RMS;
      (v) establish and maintain appropriate security measures to protect the Confidential Information against unauthorised access, use or disclosure;
      (vi) immediately notify RMS of any unauthorised access to, use or disclosure of any Confidential Information;
(vii) not reverse engineer, decompile or disassemble any Confidential Information;

(viii) ensure that adequate security measures have been taken to protect Confidential Information and Personal Information from misuse or loss or from unauthorised access, use, modification or disclosure; and

(ix) if Online Access Terms apply, comply with those Online Access Terms.

(b) The Provider may disclose Confidential Information where:

(i) the disclosure is specifically contemplated and permitted by this agreement;

(ii) the disclosure of Confidential Information is to the Personnel of the Provider who need that information to enable Provider to provide Training Courses and Assessments or comply with its obligations under this agreement and, where required by RMS, the Personnel have executed a confidentiality agreement;

(iii) the disclosure is required by a court or governmental or administrative authority; or

(iv) the disclosure is required by an applicable Law.

(c) Provider must ensure that its Personnel are made aware of and comply with:

(i) Provider’s obligations of confidence set out in this clause 13;

(ii) the Online Access Terms (if applicable); and

(iii) the Privacy Laws.

13.2 Privacy

(a) Notwithstanding any permitted handling of Personal Information under this agreement, Provider must:

(i) comply with the Privacy Laws as if it were a person subject to the Privacy Laws;

(ii) not do any act or engage in any practice:

(A) that would breach any of its obligations; or

(B) which if done or engaged in by RMS, would breach any of RMS’ obligations, under any Privacy Laws;

(iii) ensure that it uses, accesses, retains and discloses any Personal Information, obtained either directly or indirectly as a consequence of this agreement only as authorised in this agreement;

(iv) obtain all necessary consents prior to the collection of Personal Information (including any consents required under this agreement);

(v) when collecting Personal Information about any Applicant (including on any enrolment or application form), provide the Applicant with a written privacy statement as required by the Privacy Laws and obtain the Applicant’s authority:

(A) to disclose their Personal Information to RMS;

(B) for RMS to disclose the Applicant’s full name, address, licence number, licence expiry date and licence State / Territory of issue, to
any Australian State or Territory government agency that administers Heavy Vehicle Licences; and

(C) to allow RMS to contact Applicants to conduct a customer satisfaction and/or compliance survey in relation to the provision of the Training Courses and Assessments and general experience with the Provider;

(vi) without limiting clause 13.2(a)(iv), Provider agrees to include the following statement in its privacy statement:

We may disclose your Personal Information to Roads and Maritime Services (RMS) to advise RMS that you have undertaken heavy vehicle training and assessing and our observations and outcomes. RMS may use and disclose that Personal Information in connection with driver licensing and road safety purposes including to conduct customer satisfaction and/or compliance surveys in relation to the provision of the training courses and assessments.

You consent to RMS (or a third party auditor on behalf of RMS) observing your training course and/or assessment for the purposes of conducting performance and quality reviews of the training courses and assessments.

(vii) notify RMS immediately upon:

(A) becoming aware of any grounds to believe or suspect a breach or possible breach of any of the obligations contained in or referred to in this clause 13.2, by Provider or any of Provider’s Personnel or any unauthorised access to or disclosure or loss of Personal Information;

(B) receiving a complaint relating to privacy; or

(C) receiving a request from an individual for access to, alteration, amendment or correction of Personal Information used by RMS in connection with this agreement;

(viii) comply with all reasonable directions of RMS in relation to the care, protection of, access to, and disposal of, Personal Information held in connection with this agreement; and

(ix) ensure that any of the Provider’s Personnel who may be handling Personal Information in connection with this agreement, comply with this clause 13.2 as if they were Provider.

13.3 Intellectual Property

(a) Provider acknowledges and agrees that RMS retains all Intellectual Property and other rights in the RMS Materials and, other than the rights granted under this agreement, Provider obtains no Intellectual Property or other rights in the RMS Materials.

(b) Provider must promptly notify RMS on becoming aware of any actual or suspected infringement of the Intellectual Property or other rights of RMS.
13.4 Access to RMS systems
If the Provider, or any Trainer or Assessor is given access or otherwise accesses any of RMS’ information technology systems, including the Heavy Vehicle Competency Online Reporting System (HVCORS) (“Systems”) in connection with this agreement, the Provider must comply, and must ensure that the Trainers and Assessors comply, with the Online Access Access Terms.

14 WARRANTIES, EXCLUSIONS AND INDEMNITIES

14.1 Warranties
Provider warrants on entering into the agreement and at all times during the Term that:

(a) Provider, the Provider Representative, each Trainer and Assessor are not subject to a prohibition under the Driving Instructors Act 1992 (NSW) or its regulations;

(b) each Trainer and Assessor is suitably qualified and experienced, including for the requisite Heavy Vehicle licence class for the Training Course or Assessment being conducted and otherwise meets the Trainer and Assessor Qualification Criteria; and

(c) the Training Courses and Assessments will be conducted in a diligent manner to the standard of skill and care expected of a provider experienced in providing driver training and assessments of the type the subject of the Training Courses and Assessment and in accordance with the HVCBA Scheme Policies and Procedures.

14.2 Exclusion of warranties and liability

(a) To the extent permitted by Law, RMS excludes from this agreement all conditions, warranties and terms implied by statute, general law or custom, except the express warranties given by RMS in this agreement and any Consumer Guarantee.

(b) Subject to clause 14.2(c) and 14.2(d), and to the extent permitted by Law, RMS and its Personnel limit all liability, whether arising in contract, tort (including negligence) or otherwise for any and all claims that Provider, Trainers or Assessors have, or may have had but for this clause against RMS or its Personnel under or in connection with this agreement, to $5,000.

(c) Except as set out in this clause 14.2(c), nothing in this agreement excludes, restricts or modifies the application of, or liability in respect of, any Consumer Guarantee or any other liability that cannot be excluded by Law that applies to this agreement. The liability of RMS for any liability, loss, cost, expense or damage suffered or incurred by Provider or any Trainer or Assessor because of a failure of RMS to comply with a Consumer Guarantee that applies to this agreement is limited to RMS (at its election):

(i) where the failure is in respect of goods:
   (A) replacing the goods or supplying equivalent goods;
   (B) repairing the goods;
   (C) paying the cost of replacing the goods or of acquiring equivalent goods; or
   (D) paying the cost of having the goods repaired; or

(ii) where the failure is in respect of services:
   (A) supplying the services again; or
   (B) paying the cost of having the services supplied again,

except where it is not ‘fair or reasonable’ (as contemplated under section 64A of the Australian Consumer Law) for RMS to do so.
14.3 Indemnity

(a) Provider indemnifies RMS and its Personnel (“Those Indemnified”) and must keep Those Indemnified, indemnified from and against all loss, damage, liabilities, costs and expenses (including legal costs and expenses) directly or indirectly incurred or suffered by them (including as a result of a claim by any person against any of Those Indemnified) in connection with:

(i) any breach of this agreement by Provider or its Personnel;
(ii) any negligent or wrongful act or omission of Provider or its Personnel, in connection with or incidental to this agreement;
(iii) any personal injury or death to any person (including to any Applicant or any third person) caused or contributed to by the Provider and its Personnel;
(iv) any damage to property of any person (including to any Applicant and any third party) caused or contributed to by Provider or its Personnel; and
(v) any unlawful act or omission of Provider or any of its Personnel.

(b) RMS holds the benefit of this clause for itself and on trust for its Personnel.

15 INSURANCE

15.1 Obtaining and maintaining insurance

Provider must maintain for the Term the policies of insurance listed in item 8 of the Agreement Details for at least the amounts and on the terms of and for the risks identified in Schedule A.

15.2 Variation of insurances

Provider must not vary any of the insurances required under clause 15.1 without the prior written consent of RMS.

15.3 Proof of insurances

Provider must, annually and at any other time requested by RMS, provide to RMS certificates of currency issued by each insurer for each of the insurances required under clause 15.1.

15.4 Subcontractors’ insurance

Without limiting RMS’ requirements pursuant to clause 15.1, if Provider must ensure that:

(a) each subcontractor who Provider subcontracts the performance of its obligations; and
(b) each Trainer and Assessor,

approved in accordance with this agreement, obtains professional indemnity insurance and motor vehicle comprehensive insurance (including third party property damage) for at least the amounts, on the terms of and for the risks specified in Schedule A.

16 PERFORMANCE MANAGEMENT

16.1 Performance management by Provider

Provider must:

(a) monitor, supervise, direct and assess the performance of, and manage non-performance of its Personnel in accordance with the HVCBA Scheme Policies and Procedures and this agreement;
(b) undertake all necessary action to improve the performance of Provider’s obligations under this agreement including advising Trainers and Assessors, as necessary, of methods to overcome difficulties or problems in carrying out Training Courses and Assessments;

(c) immediately notify RMS if it, or any of its Personnel, are involved in, or are alleged to be or are suspected of being involved in:
   (i) any breach of this agreement;
   (ii) any criminal activity;
   (iii) any serious driving offences; or
   (iv) any activity that would or may be grounds for an offence or for a local court to make a prohibition order under section 36 of the Driving Instructors Act 1992 (NSW); and

(d) report Applicants who have driven in an unsafe manner in accordance with the HVCBA Scheme Policies and Procedures.

16.2 Unsatisfactory performance of Trainer or Assessor

(a) Without limiting clause 6.1(c), where, RMS is not satisfied with the performance or conduct of a Trainer or Assessor, then RMS may contact Provider. If the matter is not resolved to RMS’s satisfaction as determined by RMS, RMS may, in addition to any other rights it may have:
   (i) require Provider to ensure that the Trainer or Assessor undertakes further training in accordance with the HVCBA Scheme Policies and Procedures;
   (ii) require the Trainer or Assessor to be re-assessed by RMS to determine the Trainer or Assessor’s competency to carry out Training Courses or Assessments;
   (iii) require Provider to supervise the delivery of any Training Courses or Assessments undertaken by the Trainer or Assessor;
   (iv) require Provider to suspend the use of the Trainer or Assessor (in which case RMS may specify a course of action that the Trainer or Assessor must take before RMS will approve the Trainer or Assessor being reinstated to conduct Training Courses or Assessments); or
   (v) cancel the approval of the Trainer or Assessor, in which case:
      (A) Provider must ensure that the Trainer or Assessor does not undertake any further Trainer Courses or Assessments; and
      (B) the Trainer or Assessor’s eligibility to be re-appointed is at the absolute discretion of RMS.

(b) A Trainer or Assessor suspended under clause 16.2(a)(iv) may only be reinstated with the prior written approval of RMS.

(c) For the avoidance of doubt, Provider remains responsible for ensuring that a Trainer or Assessor complies with this agreement notwithstanding any action taken by RMS under this clause 16.2.

16.3 Suspension of Provider

(a) If RMS believes on reasonable grounds that:
   (i) the performance of Provider under this agreement is unsatisfactory (whether or not Provider is in breach of this agreement); and/or
(ii) the delivery of Training Courses or Assessments by Provider is unsatisfactory; then, RMS may by notice to Provider require Provider to submit a ‘show-cause’ notice.

(b) A notice issued by RMS under clause 16.3(a) must specify the nature of the acts or omissions giving rise to the notice, and give Provider sufficient information to allow it to investigate such acts or omissions.

(c) On receipt of a notice under clause 16.3(a), Provider must:

(i) submit a written response to RMS (which addresses the matters raised in the notice) within the time stipulated in the notice and if no time is stipulated then within 10 Business Days after the date of the notice issued by the RMS;

(ii) participate in any discussions required by RMS; and

(iii) provide any additional information or documentation required by RMS.

(d) RMS will conduct a review of the matters giving rise to the notice issued under clause 16.3(a), including Provider’s and/or a Trainer’s or Assessor’s conduct, after receipt of Provider’s response pursuant to clause 16.3(c) (“Review”).

(e) On completion of a Review conducted by RMS, RMS may by notice to Provider:

(i) require that Provider cease providing Training Courses and Assessments, and set out the courses of action Provider is required to undertake in order for RMS to consider that Provider may resume providing Training Courses and Assessments; or

(ii) terminate this agreement with effect from a specified date, in which case Provider must comply with clause 17.3 (Consequences of termination).

(f) If RMS notifies Proponent to cease providing Training Courses and Assessments under clause 16.3(e)(i), then RMS may:

(i) require Provider to provide further details in accordance with clauses 16.3(c), and conduct further Reviews in accordance with clause 16.3(d); and

(ii) notify the Provider that:

   (A) the operation of this agreement is to resume from a specified date in which case the Provider must reimburse RMS on demand all costs, expenses and damages incurred or suffered by RMS as a consequence of the suspension and resumption of the provision of Training Courses and Assessments; or

   (B) this agreement will terminate with effect from a specified date, in which case Provider must comply with clause 17.3 (Consequences of termination).

(g) RMS’s right to suspend under this clause 16 is in addition to any other rights that RMS may have, including any right of termination under clause 17.

17 TERMINATION

17.1 Termination without cause

Either RMS or Provider may terminate this agreement at any time without cause by giving 90 days’ notice of such termination to the other.
17.2 Termination by RMS for cause

Without prejudice to any other rights RMS may have under this agreement or at Law, RMS may immediately terminate this agreement by notice to Provider if:

(a) **(Breach of agreement)** Provider breaches any term of this agreement and:
   (i) the breach is not capable of remedy; or
   (ii) the breach is capable of remedy and Provider fails to:
      (A) remedy the breach within 7 Business Days (or such longer time as RMS states) after receiving notice from RMS requiring the breach to be remedied; and
      (A) satisfy RMS that the Provider has taken action to prevent a re-occurrence of the breach;

(b) **(Recurring Breach)** Provider has previously committed a breach of this agreement that has been notified by RMS and Provider subsequently commits a similar breach within 6 months after the first breach;

(c) **(Insolvency)** subject to an Ipso Facto Stay, Provider becomes subject to or is in jeopardy of becoming subject to an Insolvency Event;

(d) **(Fraud or dishonesty)** Provider or any of its Personnel have been found guilty of an offence involving fraud or dishonesty and punishable on conviction by imprisonment for 3 months or more;

(e) **(Misconduct)** Provider, a Trainer or Assessor is involved in, or alleged to be or is suspected of being involved in, any criminal activity, any serious driving offences, or any Misconduct;

(f) **(Probity Event)** a Probity Event is not remedied to the satisfaction of RMS or within the time required by RMS; or

(g) **(Change of Control)** there is a change in Control of Provider.

Provider acknowledges that RMS’ power of termination in this clause is a contractual remedy and agrees that the administrative law principles of procedural fairness do not apply to the decision to terminate under this clause.

17.3 Consequences of termination

If the agreement is terminated under clauses 16.3(e) or 16.3(f) (Suspension of Provider), or 17.1 (Termination without cause), Provider must from the effective date of termination:

(a) cease providing Training Courses and Assessments;

(b) cease representing that Provider is accredited to conduct Training Courses and Assessments;

(c) refund any fees (or part of fees) charged to Applicants for Training Courses and Assessments that have not yet been provided; and

(d) return all Records, RMS Materials, Confidential Information and Personal Information to RMS or, if required by RMS, destroy the RMS Materials, Confidential Information and Personal Information and provide to RMS a statutory declaration (signed by a duly authorised officer or representative of Provider) confirming that Provider has destroyed same.
18 ASSIGNMENT
Provider must not assign any right or interest under this agreement without RMS’ prior written consent.

19 VESTING OF AGREEMENT IN TRANSPORT FOR NSW (TFNSW)
(a) On 1 December 2019 RMS was dissolved. Pursuant to Part 29 of Schedule 7 of the Transport Administration Act 1988 (NSW) all assets, liabilities, rights and contracts of the former RMS vest in TfNSW by operation of law without the need for any assurance. Accordingly all references to RMS in this agreement and HVCBA Scheme Policies and Procedures are to be construed as references to TfNSW.
(b) TfNSW is a NSW Government agency and is constituted as a corporation under section 3C of the Transport Administration Act 1988 (NSW).

20 DISPUTES
(a) Neither party may commence legal proceedings or arbitration (except proceedings seeking interlocutory relief) in respect of any dispute in relation to this agreement (“Dispute”) unless it has first complied with this clause 20.
(b) A party claiming that a Dispute has arisen must notify the other party with reasonable details of the Dispute and nominate an employee to address the Dispute with the other party.
(c) During the 30 day period after a notice is given under clause 20(b) (or if the parties agree a longer period, that longer period) each party’s nominee must use his or her best efforts to resolve the Dispute.
(d) If the Dispute is not resolved within the time referred to in or agreed under clause 20(c), then:
   (i) if both parties, in their absolute discretion, agree to submit the Dispute to mediation, the Dispute must be referred:
      (A) for mediation, in accordance with the Australian Commercial Disputes Centre (“ACDC”) Mediation Guidelines; and
      (B) to a mediator agreed by the parties, or if the parties do not agree on a mediator, a mediator nominated by the then current Chief Executive Officer of ACDC or the Chief Executive Officer’s nominee (or if no such person is available or willing to nominate a mediator, the then current President of the Law Society of New South Wales); and
   (ii) if either party does not agree to submit the Dispute to mediation, the Dispute must be referred for expert determination to an independent expert agreed by the parties, or if the parties do not agree on an expert, an independent expert nominated by the then current President of the Australian Driver Trainers Association (or if no such person is available or willing to nominate an expert, the then current President of the Law Society of New South Wales).
(e) The decision of an expert under clause 20(d)(ii) must be in writing and will be final and binding.
(f) Except where RMS has suspended this agreement under clause 16.3(e) or 16.3(f) (Suspension of Provider), each party must continue performing their obligations in accordance with this agreement during any Dispute.
(g) Nothing in this clause affects a party’s rights to terminate this agreement or RMS’ right to suspend this agreement under clause 16.3(e) or 16.3(f) (Suspension of Provider).

21 WAIVER

Failure by a party to compel performance of any term or condition of this agreement does not constitute a waiver of that term or condition (unless it is in writing signed by the party with the right to insist on performance of that term of condition) and does not impair the right of the party to enforce it at a later time or to pursue remedies it may have for any subsequent breach of that term or condition.

22 NOTICES

22.1 Requirements for communications

A notice, approval, consent or other communications under this agreement is only effective if it is in writing and in legible English.

22.2 Method of giving notices

All notices must be given by any one of the following means:
(a) by delivering it to a party's Address;
(b) by sending it to a party's Address by ordinary post;
(c) by sending it by facsimile transmission to a party's Address; or
(d) by sending it by email to the Provider’s Address.

22.3 Time of receipt

A notice will be deemed to be given and received:
(a) if given in accordance with clause 22.2(a), on the Business Day of delivery in the place of delivery;
(b) if given in accordance with clause 22.2(b), three Business Days after the day of posting in the place of delivery;
(c) if given in accordance with clause 22.2(c), on the next Business Day after transmission in the place of delivery; or
(d) if given by RMS in accordance with clause 22.2(d), the earlier of when the email is opened by the Provider and the next Business Day after the time at which it enters the Provider’s system (provided that RMS does not receive a delivery failure or out of office message).

23 GOVERNING LAW

This agreement will be governed and interpreted in accordance with the Laws in force in New South Wales and the parties agree to be subject to the non-exclusive jurisdiction of the courts of New South Wales.

24 GENERAL

24.1 Rights of RMS

Any express statement of a right of RMS under the agreement is without prejudice to any other right of RMS expressly stated in the agreement or arising at Law.

24.2 Discretion as to exercise of rights
Unless expressly provided to the contrary, a party may conditionally or unconditionally, in its absolute discretion, exercise a right or give or withhold any consent, agreement, approval or waiver under this agreement.

24.3 **Severability**

If any provision of the agreement is invalid and or unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable provision will be and continue to be valid and enforceable in accordance with their terms.

24.4 **Statutory Rights**

Nothing in the agreement will limit or restrict the ability of RMS to undertake any action that it is required to take or may take under any applicable Laws.

24.5 **Costs**

Except as otherwise set out in this agreement, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this agreement and any documents related to this agreement.

24.6 **Entire agreement**

This agreement states all the terms of the agreement between the parties in respect of its subject matter, and supersedes any previous representations, warranties, arrangements and agreements between the parties in respect of its subject matter.

24.7 **Good faith**

The parties expressly exclude any implied duty of good faith in the exercise of their rights under this agreement.

24.8 **Survival of Obligations**

The provisions of this agreement which are capable of having effect after the expiration or termination of the agreement will remain in full force and effect following the expiration or termination of this agreement, including clauses 6.4 (Responsibility for salary and entitlements), 10 (Record Keeping, Reporting And Auditing), 13.1 (Confidentiality), 13.2 (Privacy), 13.3 (Intellectual Property) 14 (Warranties, Exclusions And Indemnities), 15 (Insurance), 17 (Termination), 20 (Disputes), 21 (Waiver), 22 (Notices), 23 (Governing Law), 24 (General) and 25 (Definitions & Interpretation).

24.9 **Variation of Agreement**

Except as otherwise provided in this agreement, RMS may vary the agreement at any time by giving 60 days’ notice to Provider and the variation takes effect at the end of that 60 day period.

25 **DEFINITIONS & INTERPRETATION**

25.1 **Definitions**

These are the capitalised terms used in this document and their meaning:

"**Accreditation Eligibility Requirements**" means:

(a) the requirements of clause 3.2 (Registered Training Organisation qualifications); and

(b) those requirements for eligibility to become an accredited provider of the HVCBA Scheme as set out in the HVCBA Scheme Policies and Procedures.
"Address" means the address of a party specified in item 2 of the Agreement Details as updated from time to time by notice of that party to the other.

"Agreement Details" means the Agreement Details set out in Part 1 of this agreement.

"Applicant" means a person who wants to apply to undertake Training Courses and/or Assessments in relation to Heavy Vehicles who satisfies the Application Criteria, and who requests or has engaged Provider to provide Training Courses and/or Assessment.

"Application Criteria" means the application criteria specified in the HVCBA Scheme Policies and Procedures.

"Assessment" means a Final Competency Assessment (FCA) or a Competency Test (CT) as defined in the HVCBA Scheme Policies and Procedures, for a person who wants to obtain a Heavy Vehicle Licence.

"Assessor" means a person engaged by Provider under this agreement and who meets the requirements for Assessors as set out in this agreement to conduct Assessments of Applicants.

"Auditor" means a person authorised by RMS to audit and/or conduct quality assurance checks of the Provider’s performance of its, or any of its Trainer’s or Assessor’s obligations under this agreement.

"Business Day" means a day that is not a Saturday, Sunday or public holiday in New South Wales.

"Certificate of Competency" means a certificate, in the form required by RMS, confirming that an Applicant has satisfied the requirements of an Assessment.

"Code of Conduct Policy" means the RMS Code of conduct policy as updated by RMS from time to time.

"Commencement Date" means the date specified in item 3 of the Agreement Details.

"Confidential Information" means any information provided by RMS to Provider or any of its Personnel, or otherwise obtained by Provider or any of its Personnel, whether obtained before or after the execution of this agreement, in connection with this agreement or RMS in any way. Without limiting the foregoing:

(a) Confidential Information includes confidential business information, documents, records, financial information, reports, Intellectual Property, specifications, technical information and forecasts which relate to RMS, Training Courses and Assessments, HVCBA Scheme Policies and Procedures, the fact that the Confidential Information may be or has been provided, and the terms of this agreement; and

(b) Confidential Information does not include information which is in or becomes part of the public domain (other than through a breach of this agreement or an obligation of confidence) or which the recipient of the Confidential Information can prove was independently acquired or developed by it without breaching the terms of this agreement.

"Conflict of Interest" means any circumstances that exist or arise which:

(a) constitute an actual conflict;

(b) constitute a known risk of conflict; or

(c) may be perceived by others to be a conflict, between the duties of Provider or its Personnel to RMS and their duties to another person in relation to the activities under this agreement.

A conflict includes reference to any Applicant who is a family member or other person known to the Personnel.
"Consumer Guarantee" means a consumer guarantee applicable to this agreement under the Australian Consumer Law (being Schedule 2 to the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the Australian Consumer Law (New South Wales) or any other state as applicable).

"Control" of Provider includes the direct or indirect power to directly or indirectly:

(a) direct the management or policies of Provider; or

(b) control the membership of the board of directors (or other governing body) of Provider,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares of Provider or otherwise.

"Driving Instructor" has the meaning given in the Driving Instructors Act 1992 (NSW).

"Driving School" has the meaning given in the Driving Instructors Act 1992 (NSW).

"End Date" means the date specified in item 4 of the Agreement Details.

"Fit and Proper Persons" means a person that meets the requirements of any RMS “Fit and Proper” policy in place from time to time.

"Health and Safety Incident" means any occupational health and safety related incident that is notifiable under the WHS Laws.

"Heavy Vehicle" means a light rigid vehicle, a medium rigid vehicle, a heavy rigid vehicle, a heavy combination vehicle or multi-combination vehicle as defined under the Road Transport (Driver Licensing) Regulation 2017 (NSW).

"Heavy Vehicle Licence" means any or all of the classes of licences required to drive a Heavy Vehicle (as set out in clause 5 of the Road Transport (Driver Licensing) Regulation 2017 (NSW)).

"HVCBA Scheme" means the Heavy Vehicle Competency Based Assessment Scheme described in the HVCBA Scheme Policies and Procedures.

"HVCBA Scheme Policies and Procedures" means the requirements provided by RMS from time to time, and as amended by notice from RMS from time to time, for the conduct of Training Courses and Assessments and the HVCBA Scheme.

"Insolvency Event" means:

(a) where Provider is an individual or partnership, Provider is declared bankrupt;

(b) where Provider is a company:

(i) a liquidator has been appointed;

(ii) an administrator has been appointed (voluntarily or otherwise);

(iii) the appointment of a receiver or trustee in respect of any of Provider’s property;

(iv) Provider enters into a scheme or other arrangement with its creditors;

(v) a winding-up order is made in respect of Provider;

(vi) a mortgagee of any property of Provider takes possession of that property;

(vii) Provider is unable to pay its debts as and when they fall due; or

(viii) Provider enters into any other form of insolvency administration.

"Intellectual Property" means all intellectual property rights including rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other

"Ipso Facto Stay" means any limitation on the enforcement of rights that are exercisable or engaged because a counterparty becomes subject to certain insolvency events.

"Laws" means all laws of any jurisdiction including rules of common law, equity, statutes, regulations, proclamations, rules, regulatory principles and requirements, by-laws, writs, orders and judgements, and all codes of conduct, industry standards, requirements and directives of any government or governmental body, agency or authority.

"Misconduct" has the meaning given in the Driving Instructors Act 1992 (NSW).

"Online Access Terms" means any terms notified by RMS from time to time in relation to access to and use of Systems or otherwise required to be agreed by a user of Systems (including by way of electronic acceptance at the time of accessing Systems).

"Performance Event" means any of the events described in clause 17.2 (Termination by RMS for cause).

"Personal Information" has the same meaning in the Privacy Laws.

"Personnel" of a party means officers, employees, agents and contractors of that party, and in respect of Provider includes Trainers, Assessors and approved subcontractors.

"Privacy Laws" means the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth), any applicable codes of conduct or directions issued under the Privacy and Personal Information Protection Act 1998 (NSW) or the Privacy Act 1988 (Cth), and all other applicable Laws relating to Personal Information.

"Probity Event" means an event, matter, situation or thing that in RMS’ reasonable opinion:

(a) has a material adverse effect upon the character, honesty or integrity of Provider, its Personnel or RMS;

(b) relates to Provider or any of its Personnel and has a material adverse effect upon the public interest (having regard to the policy objectives of RMS) or the reputation of or public confidence in RMS or the New South Wales Government; or

(c) that involves a material failure by Provider or its Personnel to achieve or maintain:

(i) reasonable standards of ethical behaviour;

(ii) the avoidance of conflicts of interest that may have (or may give the public the appearance of having) a material adverse effect on the ability of Provider to impartially perform and observe its obligations in respect of this agreement; or

(iii) standards of behaviour expected of a person operating with a government approval.

"Provider Representative" means the person nominated in item 5 of the Agreement Details as they may be substituted pursuant to clause 9.3 (Substitution of representative).

“Recordable Training Components” has the meaning given in clause 4.4

"Records" means the records and reports that Provider is required to maintain under this agreement including as required under the HVCBA Scheme Policies and Procedures, the Driving Instructors Act 1992 (NSW) and Privacy Laws.

"Registered Training Organisation" or "RTO" means a training organisation registered as such with Australian Skills Quality Authority established under the National Vocational Education and Training Regulator Act 2011 (Cth).
“RMS Materials” means any materials provided to Provider by RMS for the purposes of the agreement, including any HVCBA Scheme Policies and Procedures.

“Systems” has the meaning given in clause 13.4 (Access to RMS systems).

“Term” means the term of this agreement determined under clause 2.1 (Term).

“Trainer” means a person engaged by the Provider under this Agreement and who meet the requirements for Trainers as set out in this agreement to conduct Training Courses of Applicants.

“Trainer and Assessor Qualifications” means the qualifications set out in the HVCBA Scheme Policies and Procedures which Trainers and Assessors must hold and maintain.

“Training Course” means a course to be provided to an Applicant to train that person in the driving of a Heavy Vehicle so that person is eligible and prepared to undertake an Assessment.

“Vehicles” means the vehicles used by Provider in conducting Training Courses and Assessments.

"WHS Laws" means all applicable work health and safety related Laws including, but not limited to:

(a) Work Health and Safety Act 2011 (NSW);
(b) regulations, codes of practice, Australian Standards or compliance codes; and
(c) directions, guidance notes or notices issued by any relevant Government authority or agency responsible for administering work health and safety laws.

25.2 Interpretation

In this agreement, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;
(b) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
(c) a reference to gender includes all genders;
(d) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this agreement;
(e) a recital, schedule, annexure or the description of the parties forms part of this agreement;
(f) where an expression is defined, another part of speech or grammatical form has a corresponding meaning;
(g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, notated, supplemented or replaced from time to time;
(h) a reference to a statute, regulation, proclamation, ordinance or by-laws includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it as at the date of the agreement and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
(i) headings are for convenience of reference only and do not affect interpretation;
(j) no provision of the agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of the provision or the agreement; and
(k) specifying anything in this agreement after the words ‘include’ or ‘for example’ or similar expressions does not limit what else is included.
25.3 Precedence of Documents

If Provider considers there is any inconsistency between any requirement in the Agreement Details, Part 2 (Terms and Conditions) of this agreement, the HVCBA Scheme Policies and Procedures or any other document comprising or referred to in this agreement:

(a) Provider must notify RMS of the alleged inconsistency;

(b) RMS will, acting reasonably, direct Provider which document is to apply and the requirement Provider is to follow; and

(c) Provider agrees to comply the reasonable directions of RMS given under clause 25.3(b).

25.4 Multiple parties

If more than one person is identified in item 1 of the Agreement Details as Provider:

(a) an obligation of those persons is joint and several;

(b) a right of Provider is held by each of those persons severally; and

(c) any other reference to Provider is a reference to each of those persons separately, so that, for example:

(i) a representation, warranty or undertaking is given by each of them separately; and

(ii) a reference to Provider or that term for the purposes of an "Insolvency Event" is a reference to each of those persons separately.
### Schedule A

**INSURANCES**

(clause 15.1)

Contractor-Arranged Insurance Schedule

<table>
<thead>
<tr>
<th>TYPES OF INSURANCES</th>
<th>MINIMUM SUM INSURED</th>
<th>PERIOD OF INSURANCE</th>
<th>INSURANCE COVER IS TO INCLUDE THE FOLLOWING</th>
<th>QUALIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadform Public Liability and Product Liability</td>
<td>For not less than $20 million For any single occurrence with respect to third party property damage or injury arising from the activities of the Provider of their Personnel.</td>
<td>Annually for the duration of the contract plus the duration of any warranty or maintenance periods.</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; (c) lists RMS as an additional named insured; and (d) includes a cross liability clause as defined in clause 3 of the Definitions and Notes below.</td>
<td>If no products are being supplied then only Public Liability cover is required.</td>
</tr>
<tr>
<td>Motor Vehicle Comprehensive</td>
<td>Not less than $20 million For any single occurrence</td>
<td>Annually for the duration of the contract.</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) covers motor vehicles (and combinations) owned or used by the Contractor or its subcontractors directly or indirectly engaged in performance of the Services; and (c) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.</td>
<td></td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td>$5 million per occurrence and in the annual aggregate.</td>
<td>From time contract is awarded to completion of the contract plus 6 years following completion of the contract The Insurance can be taken out as annual covers where the cover is</td>
<td>(a) Is an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) a description of the risk covered by the policy; (c) one automatic restatement per period of insurance; and (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in</td>
<td></td>
</tr>
</tbody>
</table>
to include a retroactive date being the commencement date of the contract | clause 2 of the Definitions and Notes below.

| Workers Compensation | As per the relevant Workers Compensation legislation. | Annually. | As per relevant Workers Compensation legislation.
|----------------------|-----------------------------------------------------|-----------|--------------------------------------------------|

| Personal Accident & Illness | N/A | Minimum of 104 weeks | Only required for a sole trader.

### Definitions & Notes

1. **Approved Insurer** means
   
   (a) An Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia;
   
   (b) Lloyds Underwriters;
   
   (c) A Treasury Managed Fund insurance scheme with the NSW State Government; or
   
   (d) The Comcover insurance scheme for the Australian Federal Government.

   Note that where the insurance risk is insured by an insurer not listed in Note 1(a) or 1(b) then a ‘fronting’ placement is acceptable from an insurer listed in Note 1(a) or 1(b).

2. Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.

3. A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit under the policy.

4. References in this Insurance Schedule to the “contractor” and the “contract” are to be interpreted to harmonise with the terminology used in the contract in which this Insurance Schedule is used (e.g. “Service Provider” and “Agreement” or as the case may be). References to RMS mean Roads and Maritime Services.
This document is entered into by: ________________________________ [name] (I, Me, My)
of __________________________________________________________ [address]
in favour of Roads and Maritime Services (RMS).

Background

A. RMS has entered into Accreditation Agreements for Heavy Vehicle Competency Based Assessments (Agreement) with Providers to manage the conduct of training and assessment of heavy vehicle drivers.

B. RMS has developed the HVCBA Policies and Procedures for the conduct of heavy vehicle training and assessment.

C. Under the Agreement, Providers must obtain RMS’ prior written consent to appoint any new Trainers and/or Assessors and/or Provider Representative and new Trainers and/or Assessors and/or Provider Representative must execute this document in favour of RMS.

D. I wish to be engaged by ________________________________ [Provider’s name] (Provider) as a heavy vehicle trainer and/or assessor and/or Provider representative.

Terms

1. I:
   
   (a) acknowledge and agree that I have been provided a copy of and an opportunity to read and understand and obtain independent advice on:
   
   • the Agreement and
   
   • HVCBA Scheme Policies and Procedures;
(b) agree to be appointed by the Provider to be a Trainer and/or Assessor and/or Provider Representative of the Provider;

(c) agree to be bound by and observe the terms of the Agreement and HVCBA Scheme Policies and Procedures as applicable to Trainers and/or Assessors and/or Provider Representative;

(d) agree to act in a way that at all times enables Provider to comply with the Agreement;

(e) agree to act in a way that is consistent with the terms of the Agreement and the HVCBA Scheme Policies and Procedures;

(f) acknowledge and agree that RMS may suspend or cancel My approval as a Trainer and/or Assessor and/or Provider Representative in accordance with the Agreement, and where RMS does so My appointment as a Trainer and/or Assessor and/or Provider Representative for any other providers in relation to the provision of Training Courses and Assessments for persons in relation to Heavy Vehicle Licences will also be suspended or cancelled; and

(g) acknowledge that this is a legally binding document enforceable by RMS.

2. All terms in this document that are defined in the Agreement have the same meaning in this document as is given to them in the Agreement.

**Executed as deed poll**
NOTE TO NEW ASSESSOR/TRAINER/PROVIDER REPRESENTATIVE:

1) YOU MUST OBTAIN AND READ A COPY OF THE AGREEMENT BETWEEN RMS AND THE PROVIDER AND RMS’ HVCBA SCHEME POLICIES AND PROCEDURES BEFORE YOU SIGN THIS DEED POLL

2) ON 1 DECEMBER 2019 RMS WAS DISSOLVED. PURSUANT TO PART 29 OF SCHEDULE 7 OF THE TRANSPORT ADMINISTRATION ACT 1988 (NSW) ALL CONTRACTS OF THE FORMER RMS VEST IN TRANSPORT FOR NEW SOUTH WALES (TfNSW) BY OPERATION OF LAW WITHOUT THE NEED FOR ANY ASSURANCE. ACCORDINGLY ALL REFERENCES TO RMS IN THE HVCBA ACCREDITATION AGREEMENT, HVCBA SCHEME POLICIES AND PROCEDURES AND THIS ACKNOWLEDGEMENT AND UNDERTKING FORM ARE TO BE CONSTRUED AS REFERENCES TO TfNSW.