

The following has been released in response to a request for information relating to the Southern Ports consultation and assessment process.

From: evan rolley <evan.rolley@gmail.com>
Sent: Thursday, 2 August 2018 5:02 AM
To: Rayner, Andrew (StateGrowth)
Subject: RE: Intro and meeting tomorrow

Thanks Andrew,
Look forward to the meeting and working with your team in DSG on the consultancy for southern residues.
Regards
Evan Rolley.

From: Rayner, Andrew (StateGrowth) [mailto:andrew.rayner@stategrowth.tas.gov.au]
Sent: Wednesday, 1 August 2018 4:08 PM
To: evan.rolley@gmail.com
Subject: Intro and meeting tomorrow

Good afternoon Evan

Just a quick email to introduce myself as the Director of Resources Policy in State Growth, I'll be attending the meeting tomorrow with Bob Rutherford and will likely be the day to day contact on the southern residues consultancy.

In theory our concierge service will call me to bring you into the building when you arrive tomorrow but given it's like Fort Knox here these days, if there are any issues my number is 0419 646 801.

Looking forward to meeting you tomorrow.

Cheers,
Andrew

Andrew Rayner | Director Resources Policy
Strategy Policy and Coordination
Department of State Growth
Level 4, 4 Salamanca Place, Hobart TAS 7000
Phone: (03) 61663497 | Mobile: 0419 646 801
Andrew.Rayner@stategrowth.tas.gov.au | www.stategrowth.tas.gov.au

DEPARTMENT OF STATE GROWTH COURAGE TO MAKE A DIFFERENCE THROUGH:



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Lander, Alison (StateGrowth)

From: Evan Rolley <evan.rolley@gmail.com>
Sent: Tuesday, 7 August 2018 5:16 PM
To: Verrier, James (StateGrowth)
Cc: Rayner, Andrew (StateGrowth); Rutherford, Bob (StateGrowth)
Subject: Re: Southern Residues Discussion - Evan Rolley/State Growth

Thank you,
Evan

Sent from my iPad

On 7 Aug 2018, at 10:51 am, Verrier, James (StateGrowth) <James.Verrier@stategrowth.tas.gov.au> wrote:

Good morning everyone

Forwarding a diary appointment for the above meeting, as per the email exchange between James and Evan earlier today.

I have booked the small meeting room on level 6 for this meeting (6.18). Evan – I will escort you up from the ground floor, once you have signed in with Concierge.

Kind Regards
Sherry

Sherry Simmons | Executive Assistant
Infrastructure Policy | Department of State Growth
Salamanca Building Parliament Square
4 Salamanca Place, Hobart TAS 7000
GPO Box 536, Hobart TAS 7001
Phone: (03) 6166 3463
www.stategrowth.tas.gov.au

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Contract for Services

Dated 8TH AUGUST 2018

The Crown in Right of Tasmania ("Crown")

and

Huon River Trading Company Pty Ltd as
trustee for the Heriots Point Unit Trust ("Consultant")

The Crown Solicitor of Tasmania

GPO Box 825

Hobart 7001

Phone: (03) 6165 3650

Fax: (03) 6173 0265

Email: crown.solicitor@justice.tas.gov.au

Contract for Services

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Contract for Services

Details

Parties	Crown, Consultant	
Crown	Name	The Crown in Right of Tasmania as represented by the Department of State Growth ("Crown")
	Address	GPO Box 536 Hobart Tasmania, 7001
	Telephone	03 6166 4461
	Attention	Graeme Nibbs
Consultant	Name	Huon River Trading Company Pty Ltd as trustee for the Heriots Point Unit Trust ("Consultant")
	Incorporated in	Tasmania
	ABN	31 369 802 964
	Address	PO Box 12 Castle Forbes Bay Tasmania 7116
	Telephone	0418 553 874
	Attention	Evan Rolley
Recitals	A	The Crown wishes to appoint the Consultant to provide certain consultancy services for the Department of State Growth (" the Department ").
	B	The Consultant wishes to accept the appointment to provide the Contracted Services for the Department on the terms in this Agreement.
Date of agreement	See Signing page	

Contract for Services

General Terms

1 Definitions and interpretation

1.1 Definitions

In this Agreement unless the contrary intention is expressed:

“**Agreement**” means this Agreement including all schedules;

“**Business Day**” means a day on which authorised deposit-taking institutions (as defined in the *Banking Act 1959* (Cwlth)) in Hobart are open for general banking business, excluding Saturdays, Sundays and public holidays;

“**Contract Material**” means all material brought, or required to be brought, into existence as part of or for the purposes of performing the Contracted Services including documents, information and data stored by any means;

“**Contracted Services**” means the services described in Schedule 1;

“**Crown**” includes the Crown’s employees, authorised sub-contractors and agents;

“**Crown Material**” means any material provided by, or on behalf of, the Crown to the Consultant for the purpose of this Agreement, including, but not limited to, documents, equipment, information and data stored by any means;

“**Delegate**” means the person for the time being holding, occupying or performing the duties of the office of Director – Resources Policy of the Department;

“**Intellectual Property**” means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

“**Legislative Requirements**” means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth or the State applicable to the delivery of the Contracted Services;

“**Moral Rights**” means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed; or
- (c) a right of integrity of authorship;

Contract for Services

granted to creators under the *Copyright Act 1968* (Cwlth);

“**Scheme**” means a scheme in force under the *Professional Standards Act 2005* (Tas) for limiting the occupational liability of members of an occupational association.

“**Specified Personnel**” means the personnel described as key personnel in Schedule 2;

“**Standards**” means all international and Australian standards applicable to the Contracted Services;

“**Term**” means the term of this Agreement as fixed or extended under clause 4 (*Term of Agreement*).

1.2 Interpretation

In this Agreement, unless the contrary intention is expressed:

- (a) a reference to this Agreement includes its schedules, appendices, annexures and attachments, and any variation or replacement of any of it;
- (b) a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and conversely;
- (d) a reference to a gender includes reference to each other gender;
- (e) a reference to a person includes:
 - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
 - (ii) the person’s executors, administrators, successors and permitted assigns;
- (f) an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;
- (g) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;
- (h) a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;

Contract for Services

- (i) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;
- (j) a reference to “writing” includes a reference to printing, typing, lithography, photography and other methods of representing or reproducing words, figures, diagrams and symbols in a tangible and visible form;
- (k) a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;
- (l) a reference to a month or a year means a calendar month or a calendar year respectively;
- (m) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (n) a term of inclusion is not to be interpreted to be a term of limitation;
- (o) all references to monetary sums in it, or to be made under it, are to Australian currency;
- (p) a reference to the payment of money within a specified time, means the full crediting and clearance of any cheque or electronic transfer into the payee’s account within that time;
- (q) it operates under Tasmanian time;
- (r) if the day on or by which an act, matter or thing is to be done under it is not a Business Day, then that act, matter or thing must be done no later than the next Business Day;
- (s) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a party only because that party prepared the provision; and
- (t) headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

2 Consultant to provide Contracted Services

The Consultant must:

- (a) provide the Contracted Services with the due care and skill, and to a standard reasonably to be expected of a person both competent and experienced in providing services similar to the Contracted Services; and

Contract for Services

- (b) comply with all Legislative Requirements and Standards in carrying out the Contracted Services.

3 Contract fee

3.1 Fee

The Crown must pay to the Consultant the contract fee specified in Schedule 2.

3.2 Periodical payments

If Schedule 2 provides that the Consultant is to be paid by any sort of periodical payments, then the Crown is entitled to defer any of those payments until the Consultant has completed the Contracted Services to which the payment relates, to the Delegate's satisfaction.

4 Term of Agreement

4.1 Term

Performance of the Contracted Services is to commence (or has commenced) on the date that this Agreement is executed and must be completed on or before the 31st day of December 2018.

4.2 Early commencement

If the Contracted Services started before the date of this Agreement, then the Term will be taken to have started from the earlier date and all dealings between the parties as from that earlier date relating to the provision of the Contracted Services will be taken to have been carried out on the terms of this Agreement.

4.3 Services not complete

If the Contracted Services have not been completed by the expiration date of this Agreement, then the Crown may extend the Term by written notice to enable the Consultant to complete the Contracted Services.

5 Personal performance

The Contracted Services are to be personally undertaken by either the Specified Personnel, or by another person or other persons approved in writing by the Delegate.

6 Liaison and reporting

The Consultant must liaise with, and report to, the Delegate as the Delegate reasonably requires during the Term.

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7 Waiver of rights of recovery from the Crown

The Consultant waives all present and future rights to claim against the Crown for:

- (a) personal injury to, or death of, the Consultant;
- (b) either or both loss of, or damage to, any of the Consultant's property; and
- (c) financial loss to the Consultant;

arising from, or attributable to, the Consultant carrying out the Contracted Services. This waiver does not operate to release the Crown from liability arising from, or attributable to, a wrongful (including negligent) act or omission of the Crown.

8 Indemnities

8.1 Consultant indemnifies Crown

The Consultant indemnifies the Crown against all present and future legal liability, claims, or proceedings for:

- (a) personal injury to, or death of a third party;
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party;

arising from, or attributable to, the Consultant carrying out the Contracted Services, to the extent that the injury, death, damage or loss is not caused by a wrongful (including negligent) act or omission of the Crown.

8.2 Nature of indemnities

The indemnities in clause 8.1:

- (a) are continuing obligations of the Consultant, separate and independent from any other obligations; and
- (b) survive the termination of this Agreement.

9 Insurance

9.1 Consultant to insure

The Consultant must hold and keep current throughout the Term, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

Contract for Services

- (a) the Consultant's liability for:
 - (i) personal injury to, or death of, a third party; and
 - (ii) either or both loss of, or damage to, the property of a third party;

for at least \$20,000,000 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Delegate reasonably determines; and

- (b) the Consultant's liability for workers' compensation.

The liability to be insured against under paragraph (a) is liability arising from, or attributable to, the Consultant carrying out the Contracted Services, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Consultant or the Consultant's employees or agents.

9.2 Crown to be named as principal

An insurance contract required by clause 9.1(a) must name the Crown in the Right of Tasmania as a principal for the purpose of indemnifying the Crown for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Contractor.

9.3 Consultant to notify Delegate

The Consultant must notify the Delegate in writing as soon as practicable:

- (a) if an insurance contract referred to in clause 9.1 lapses, is cancelled or is materially altered; or
- (b) if the Consultant claims, or becomes entitled to claim, under such an insurance contract for something related to delivering the Contracted Services.

9.4 Evidence of insurance

The Consultant must give the Delegate evidence of:

- (a) the terms of; and
- (b) payment of the premium for;

each insurance contract referred to in clause 9.1,

- (c) before the Consultant starts to carry out the Contracted Services; and

Contract for Services

(d) before each due date for renewal of each such insurance contract.

9.5 Professional indemnity insurance

Not used.

9.6 Crown may insure

If the Consultant fails to hold or renew each insurance contract required under clause 9.1, then without being obliged to do so, the Crown may:

- (a) take out or renew an insurance contract that the Consultant does not hold or has not renewed; and
- (b) pay any unpaid premium.

The Consultant must pay to the Crown, on demand, all costs that the Crown incurs to do that, and interest on those costs, at the rate of ten percent per year, from the date of outlay to the date of payment.

9.7 Consultant not to prejudice insurance

The Consultant must not do anything that may result in insurance under clause 9.1, or any part of it, becoming invalid or unenforceable.

10 Contract Material

10.1 Title to, and property in, Contract Material

The title to, and property (including all Intellectual Property) in, all Contract Material vests in the Crown upon its creation, but that material must remain readily available to the Consultant to the extent necessary to enable the Consultant to perform its duties under this Agreement.

10.2 Consultant must return Contract Material

On the expiration or earlier termination of this Agreement the Consultant must immediately deliver all Contract Material in its possession or control to the Delegate and if necessary, transfer any Intellectual Property forming part of that material to the Crown.

10.3 Use of Contract Material restricted

The Consultant must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement.

10.4 Pre-existing Intellectual Property rights

The Crown agrees that any pre-existing Intellectual Property right owned by the Consultant in material used to produce Contract Material is not affected by this Agreement.

Contract for Services

10.5 No third party rights in Contract Material

The Consultant warrants that the Crown's use of the Contract Material will not infringe the Intellectual Property rights of any third party.

10.6 Moral Rights consent from Consultant

The Consultant unconditionally consents to any infringement of its Moral Rights resulting from any use, by or on behalf of the Crown, of the Contract Material described in Schedule 1 for the purposes of:

- (c) the project described in Schedule 1; or
- (d) any other project undertaken by the Crown.

10.7 Moral Rights consent from third party authors

To the extent that any third party has Moral Rights, the Consultant warrants that:

- (a) for pre-existing materials that form part of the Contract Material described in Schedule 1, it has obtained; and
- (b) for new materials coming into existence for the purpose of this Agreement and that form part of the Contract Material described in Schedule 1, it will obtain before or immediately on creation,

the third party's unconditional consent to any use of those Contract Materials by or on behalf of the Crown for the purposes of:

- (a) the project described in Schedule 1; or
- (b) any other project undertaken by the Crown.

10.8 Supply of documentary evidence

If the Delegate so requests, the Consultant must promptly provide to the Crown all Moral Rights consents required by clause 10.7.

11 Crown Material

11.1 Crown Material remains property of the Crown

Crown Material remains the property of the Crown and on the expiration or earlier termination of this Agreement the Consultant must immediately return all the Crown Material to the Delegate. The Consultant must pay the cost of delivery.

Contract for Services

11.2 Third party rights in Crown Material

The Delegate must inform the Consultant of any Crown Material in which third parties hold the Intellectual Property and any conditions or limitations attaching to the use of that Crown Material as a result of the Intellectual Property. The Consultant must use Crown Material only under the conditions and limitations to which it is subject.

11.3 Consultant must keep Crown Material safe

The Consultant is responsible for the safe keeping and maintenance of Crown Material.

12 Confidentiality

12.1 Parties may disclose contract provisions

Despite any confidentiality or Intellectual Property right subsisting in this Agreement or a tender giving rise to it, either party may publish, without reference to the other, all or any part of this Agreement, except those parts identified in Schedule 4 (“Confidential Provisions”).

12.2 Limited confidentiality for Confidential Provisions

- (a) The Head of Agency has determined that the Confidential Provisions must remain confidential.
- (b) The parties must maintain confidentiality of the Confidential Provisions for the period determined and approved by the Head of Agency, so far as the law allows, except to the extent that:
 - (i) the Confidential Provisions are available to the public generally, other than by breach of this Agreement;
 - (ii) a law requires a party to file, record or register something that includes the Confidential Provisions;
 - (iii) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
 - (iv) it is necessary or advisable to disclose the Confidential Provisions to a taxation or fiscal authority;
 - (v) it is necessary to disclose the Confidential Provisions in answer to a question asked of a Minister in the Parliament or otherwise to comply with a Minister’s obligations to Parliament;
 - (vi) the Confidential Provisions are disclosed confidentially to a party’s professional advisers;

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- (A) to get professional advice about this Agreement; or
- (B) to enforce this Agreement; or
- (vii) the parties agree otherwise in writing.

12.3 Contractor must not disclose other material

Subject to clause 12.1, the Contractor must not publicly disclose, or use for a purpose other than this Agreement, any information or material acquired or produced in connection with, or by performing, this Agreement, including Crown Material or Contract Material (“Confidential Material”), without the Delegate’s prior written consent, except to the extent that:

- (a) the Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires the Contractor to disclose, file, record or register something that includes Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;
- (e) the Confidential Material is disclosed confidentially to professional advisers:
 - (i) to get professional advice about this Agreement; or
 - (ii) to enforce this Agreement; or
- (f) the parties agree otherwise in writing.

12.4 Employees to comply

The parties must ensure that their respective employees who have access to the Confidential Provisions, Confidential Material, or both, are aware of, and comply with, all confidentiality obligations affecting it.

12.5 Privacy obligations preserved

Nothing in this clause derogates from a party’s obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Contract for Services

13 Negation of employment and agency

13.1 No representation by Consultant, sub-contractors etc

The Consultant:

- (a) must not represent itself; and
- (b) must ensure that its sub-contractors, employees and agents do not represent themselves;

as being sub-contractors, employees or agents of the Crown or the Department.

13.2 Consultant remains independent contractor

- (a) Despite the degree of direction, control or supervision that the Crown directly or indirectly exercises over or in respect of the Consultant, or the Consultant's employees, agents or sub-contractors in the discharge of duties, obligations, and covenants under this Agreement, the Consultant is taken to be and remain an independent contractor.
- (b) The Consultant's sub-contractors, employees and agents of the Consultant are taken to be, and always to have been, and to remain, sub-contractors, employees or agents of the Consultant.

14 Termination by the Crown

14.1 Crown may terminate without showing cause after notice

The Crown may terminate this Agreement without showing cause, by giving the Consultant 10 Business Days' written notice.

14.2 Crown may terminate for default

- (a) The Crown may terminate this Agreement by giving the Consultant a written notice ("Termination Notice") if, five Business Days after receipt of a written notice ("Default Notice") requiring the Consultant to do so, the Consultant:
 - (i) has not remedied each default in the performance of its obligations; or
 - (ii) continues to be in breach of any of the provisions of this Agreement;

identified in the Default Notice.

- (b) The Termination Notice will be effective immediately the Consultant receives it and the Crown may then recover from the

Contract for Services

Consultant any loss or damage suffered by the Crown because of the Consultant's default.

- (c) Recovery of loss or damage may be effected by set-off against any money owed by, or that becomes due from, the Crown to the Consultant under this Agreement.

14.3 Crown may terminate for insolvency

The Crown may terminate this Agreement immediately, by written notice, if any one of the following occurs:

- (a) if the Consultant is a corporation:
 - (i) an order is made, or a resolution is passed, winding up the Consultant;
 - (ii) a receiver, or a receiver and manager, is appointed over all or part of the Consultant's assets;
 - (iii) a provisional liquidator or an administrator is appointed for the Consultant;
 - (iv) a scheme of arrangement is submitted for approval;
 - (v) the Consultant convenes a meeting or enters or proposes to enter into any arrangements or composition with its creditors;
 - (vi) the Consultant becomes insolvent;
 - (vii) the Consultant ceases, or threatens to cease, to carry on its operations, or threatens to dispose of all, or a substantial part, of its undertakings;
 - (viii) a mortgagee of the Consultant's property takes possession of any of that property; or
- (b) if the Consultant is an individual or a partnership:
 - (i) the Consultant commits an act of bankruptcy;
 - (ii) the Consultant enters into an arrangement or composition with creditors;
 - (iii) a receiver is appointed for the assets of the partnership.

14.4 Termination without cause

If the Crown terminates this Agreement under clause 14.1, then the Crown must pay the Consultant within a reasonable time:

Contract for Services

- (a) for Contracted Services rendered before the effective date of termination; and
- (b) if the Consultant is not then in breach of this Agreement, a fair and just proportion of other liabilities or expenses that the Consultant:
 - (i) has reasonably and properly incurred to provide the Contracted Services; and
 - (ii) cannot otherwise recover or avoid.

The Crown is not liable to make any other payment for terminating under clause 14.1.

14.5 Termination for default or insolvency

If this Agreement is terminated under clause 14.2 (*Crown may terminate for default*) or clause 14.3 (*Crown may terminate for insolvency*), then subject to its right of set-off, the Crown is liable only to make payments under clause 3 (*Contract fee*) for services rendered before the effective date of termination, and is not liable to make any other payments.

14.6 Partial termination

If there is a partial termination of this Agreement, then the Crown's liability to pay any amounts under it will abate proportionally to the reduction in the Contracted Services, unless there is an agreement to the contrary.

14.7 Consultant to reserve a right of termination in sub-contracts

The Consultant must in each sub-contract or order placed with any subcontractor for the purposes of this Agreement, reserve a right of termination to take account of the Crown's right of termination under clause 14.1.

15 Governing law and jurisdiction

15.1 Law of Tasmania

The law of Tasmania governs this Agreement, and the parties submit to the jurisdiction of the Courts of Tasmania.

15.2 Proceedings issued under or about this Agreement

Any proceedings issued against the Crown under, or about, this Agreement, must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court, from the Tasmanian Registry of that court.

Contract for Services

16 Resolution of disputes

- (a) If a dispute arises between the parties under this Agreement (except in the case of action required to be taken under statute, or where an urgent interim determination is sought), the parties must refer the matter for resolution by a person of appropriate qualifications and experience agreed between them.
- (b) That person's decision, including any decision as to his or her costs, is to be final and binding on the parties.
- (c) If the parties can't agree about the person to be appointed, then the matter in dispute must be determined in accordance with the provisions of the *Commercial Arbitration Act 2011*.

17 Conflict of interest

The Consultant warrants that at the date of this Agreement, no conflict of interest exists, or is likely to arise, in the performance of the Contracted Services and that if, during the Term, a conflict of interest arises, then the Consultant is to notify the Delegate immediately in writing of that conflict or risk.

18 Notices

18.1 How to give a notice

A notice or other communication to be given or made under this Agreement must be in writing and addressed to the recipient party at their address in Schedule 2.

18.2 How to serve a notice

A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if such completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am on the next Business Day in that place.

Contract for Services

19 Inconsistency

If something in a schedule or an attachment to this Agreement is inconsistent with a clause of this Agreement, then the latter prevails.

20 Goods and Services Tax

20.1 Liability for GST

Subject to any other provision of this Agreement expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

20.2 Tax invoice

A party making a taxable supply under this Agreement must give the recipient a tax invoice for the taxable supply when that supply is made.

20.3 Terms defined in GST Act

In this clause “GST” refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* (Cwlth) (“GST Act”) and the terms used have the same meanings as in the GST Act.

21 Entire agreement

21.1 Entire agreement

The covenants, warranties, agreements and provisions contained in this Agreement comprise the entire agreement between the parties about its subject matter.

21.2 Nothing to be implied

No other covenants, warranties, disclaimers, agreements or provisions are to be implied into this Agreement or to arise between the parties as a collateral or other agreement because of a promise, representation, warranty or undertaking given or made by or on behalf of one party to another before or after it was signed. All parties expressly deny and disclaim the existence of any such implication, or collateral or other agreement.

22 Continuing obligations

The termination or expiration of this Agreement does not extinguish a debt, obligation or liability of either of the parties which has accrued under the Agreement and in particular the provisions, rights and obligations described in the following clauses will survive and continue to apply:

Contract for Services

- 7 (*Waiver of rights of recovery from the Crown*),
- 8 (*Indemnities*),
- 9 (*Insurance*) (to the extent that it relates to professional indemnity cover),
- 10.3 (*Use of Contract Material restricted*),
- 10.5 (*No third party rights in Contract Material*),
- 10.6 (*Moral Rights consent from Consultant*),
- 10.7 (*Moral Rights consent from third party authors*),
- 10.8 (*Supply of documentary evidence*),
- 12 (*Confidentiality*),
- 14 (*Termination by the Crown*),
- 16 (*Resolution of disputes*),
- 17 (*Conflict of interest*) and
- 20 (*Goods and Services Tax*).

23 Counterparts

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts will be taken to constitute one agreement.
- (c) The parties agree that if necessary, they may exchange faxed copies of counterparts, and those faxed copies will be taken to constitute one agreement. The parties must exchange executed originals as soon as possible afterwards.

24 Personal Information protection

24.1 Application of clause

This clause 24 applies only if the Consultant deals with Personal Information in the course of delivering the Contracted Services.

24.2 Personal Information Custodian

If the Consultant is a Personal Information Custodian then the Consultant must:

- (a) notify the Delegate immediately if the Consultant becomes aware of a breach, or possible breach, of the PIP Act; and
- (b) ensure that the Consultant's employees, agents or subcontractors who are required to deal with Personal Information in the course of

Contract for Services

delivering the Contracted Services are aware of, and comply with, the Consultant's obligations under this clause.

24.3 Breach of PIP Act

A breach of the PIP Act by the Consultant is a breach of this Agreement that entitles the Crown to terminate it under clause 14.2 (*Crown may terminate for default*).

24.4 Terms defined in PIP Act

In this clause "Personal Information" and "Personal Information Custodian" have the same meanings as in the *Personal Information Protection Act 2004* (Tas) ("PIP Act").

25 Professional Standards Act 2005 (Tas)

- (a) If no Scheme applies, as at the date of this Agreement, to the Consultant, the Consultant waives all present and future rights, as against the Crown, to claim any limitation of liability provided by any future Scheme, in connection with claims concerning or arising out of this Agreement.
- (b) If a Scheme applies, as at the date of this Agreement, to the Consultant the level of the Consultant's liability under this Agreement will be limited in accordance with and subject to the Scheme.

26 Zero tolerance towards violence against women

- (a) Violence against women is defined by the United Nations as "any act of gender based violence that results in or is likely to result in physical, sexual or physiological harm or suffering to women".
- (b) The Crown upholds a zero tolerance policy towards violence against any person in the workplace. The Consultant acknowledges and undertakes to uphold a zero tolerance policy towards violence against any person in the workplace in its interaction with employees, agents and subcontractors of the Crown and in delivery of the Contracted Services.
- (c) The Consultant must and will ensure that its employees, agents and subcontractors will at all times in delivery of the Contracted Services act in a manner that is non-threatening, courteous and respectful.
- (d) If the Crown reasonably believes that any of the Consultant's employees, agents or subcontractors are failing to comply with the behavioural standards specified in this clause then the Crown may in its absolute discretion:

Contract for Services

- (i) prohibit access by the relevant employees, agents or subcontractors to the Crown's premises; and
- (ii) direct the Consultant to withdraw the relevant employees, agents or subcontractors from providing the Contracted Services.

Executed as an Agreement.

Released under RTI

Contract for Services

Signing page

Dated:

2018

Signed for and on behalf of The
Crown in Right of Tasmania by

Bob Rutherford

(a duly authorised person) in the
presence of:

)
)
) 
)

Signature


.....

Signature of witness

ANDREW RAYNER

Name of witness (block letters)

4 SALAMANCA PLACE

Address of witness

DIRECTOR RESOURCES POLICY

Occupation

Executed for and on behalf of Huon
River Trading Company (ACN 140 406
257) as trustee for Heriots Point Unit
Trust under section 127(1) of the
Corporations Act 2001 (Cwlth):

)
) 
)

Sole Director/~~Sole Secretary~~

EVAN R ROUEY
(Print full name)

Contract for Services

Schedule 1

Contracted Services

The Consultant is engaged in accordance with the terms and conditions of this Agreement to provide strategic advice to inform the Department on the considerations involved in the analysis of options to maximise the value of opportunities in the Southern Tasmanian forests, including public and private forests, and plantations.

The issues that the Consultant must address include but are not limited to:

- Quantity and quality of available resource;
- Sustainability of wood flows;
- Infrastructure constraints;
- Transport and infrastructure opportunities and investment;
- Product costs and existing and emerging markets;
- Broader social, economic and environmental aspects;
- Future forest management models post 2027 that reduce Government exposure to risk; and
- International requirements for long term sale of Tasmanian wood products.

The Consultant must prepare and provide the Department with a Southern Tasmanian Forests Strategic Options paper (**the Paper**) in respect of the above to assist the Department in developing strategic advice for Cabinet on the options to maximise the value of opportunities in Southern Tasmanian Forests. The paper must be provided to the Department in a timeframe as directed by the Department. The Consultant must prepare and provide additional information prior to or after Cabinet's consideration, in accordance with any such request from the Department.

Contract for Services

Schedule 2

Contract fee

The Contract Fee will be the sum calculated by multiplying the total number of completed hours spent by the Consultant's Specified Personnel in providing the Contracted Services.

Where part of an hour is spent by the Contractor in providing the Services a pro-rata adjustment may be made with the approval of the Department's Representative (with such approval to not be unreasonably withheld or provided).

The Department reimburse the Consultant for any travel incurred in the provision of the Contract Services at a rate of \$0.75 per kilometre up on receipt by the Department of properly rendered tax invoices from the Consultant. Out of pocket expenses must not exceed \$1,000.00 (exclusive of GST) without prior written approval from the Department.

The parties agree that the upper limit total Contract Fee must not exceed **forty four thousand dollars (\$44,000.00) (exclusive of GST)** plus out of pocket expenses.

All payments are subject to the submission to the Department's Representative of a correctly rendered invoice in a form satisfactory to the Delegate.

No other money is payable.

Specified Personnel

Evan Rolley

Addresses for delivery of notices

1. **The Crown**

As in the Details

[If different, specific address and facsimile number]

2. **The Consultant**

As in the Details

[If different, specific address and facsimile number]

Contract for Services

Schedule 3

Insurance

Not used.

Released under RTI

Contract for Services

Schedule 4

Confidential Provisions

There are no Confidential Provisions.

Released under RTI