

# Request for Tender

## Cleaning Services

Diocese of Sale Catholic Education  
Limited trading as:  
Nagle College  
Bairnsdale

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## 1 Purpose

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- 1.1 The Diocese of Sale Catholic Education Limited ('DOSCEL') is inviting interested Contractors to tender for the provision of cleaning services.
- 1.2 This Request for Tender ('RFT') is issued by DOSCEL on behalf of Nagle College and is governed by the terms of the Schedules as set out in this document.

## 2 Scope of the Service

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The Contractor will be required to undertake cleaning services for Nagle College as set out in Schedule 1.

## 3 Term

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The term for the provision of services will be for an initial period of three (3) years with two options of one (1) year, exercisable by DOSCEL to extend the Agreement.

The contract commencement date will be 26 April 2023 (negotiable).

## 4 Contract

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The successful Contractor will be required to enter into a contract as set out in Schedule 2.

## 5 Selection Process

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- 5.1 The Contractor must provide the following information:
  - a. Registered Business Name
  - b. Contact Person
  - c. ABN
  - d. Business Structure (Company, Incorporated entity, sole trader, partnership, etc.)
  - e. Address
  - f. Contact details, including postal / email address and contact phone number
  - g. Background of business
  - h. Evidence of registration in accordance with the *Labour Hire Licensing Act 2018* (Vic.) and the *Labour Hire Licensing Regulations 2018* (Vic.)
  - i. Evidence of Public Liability Insurance for a minimum amount of A\$20,000,000
  - j. Evidence of Professional Indemnity Insurance for a minimum amount of A\$2,000,000
  - k. Evidence of current Workers' Compensation Insurance (certificate of currency)

- l. Safe Work Procedures of the Business
  - m. Policies and procedures in relation to, but not limited to, Occupational Health and Safety, Occupational Health and Safety Issue Resolution, Return to Work, Environmental Policy and Safe Management systems
  - n. Details of staff training in relation to, but not limited to, chemical management, induction and manual handling.
- 5.2 The Contractor must ensure to the complete satisfaction of DOSCEL and Nagle College that all Key Persons (the persons in which the services will be performed by) have undertaken:
- a. A satisfactory and current Working With Children Check
  - b. A State and National police record check
  - c. Training in relation to relevant legal requirements in relation to the suitability of persons to work with children or within the precinct of children.
- 5.3 Details of how the Contractor will provide the services listed in Schedule 1.
- 5.4 Details of how the Contractor and Key Persons will comply with Nagle College's School Code of Conduct for the Safety of Children (Schedule 3).
- 5.5 The Contractor will be required to provide all necessary equipment / associated equipment agents and Personal Protective Equipment to its Key Persons (where relevant).
- 5.6 The Contractor must provide a minimum of four (4) professional references.

## **6 Pricing**

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- 6.1 The Contractor is required to provide pricing details to Nagle College in their tender application.
- 6.2 All prices provided must include GST.
- 6.3 Pricing will be indexed annually on the anniversary of the commencement date in line with the Average Weekly Earnings Index for Victoria (Full time adults trend for Ordinary Time Earnings), as published by the Australian Bureau of Statistics.

## **7 Contact Person**

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The contact person in relation to the RFT is:

Mr Stephen Brill  
Business Manager  
Nagle College  
0351526122  
sbrill@nagle.vic.edu.au

## 8 Submission of Tender Details

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8.1 All documentation must be submitted to:

The Principal  
Nagle College  
PO Box 507  
Bairnsdale Victoria 3875  
[tenders@nagle.vic.edu.au](mailto:tenders@nagle.vic.edu.au)

8.2 The closing date for applications is 4.00 pm on 10 March 2023.

## Schedule 1 – Schedule of Services

Cleaning services are to be performed between the hours of **5pm and 10pm (negotiable)**.

Should additional periodical cleaning be required, the School will advise the Service Provider of this and consequently be charged separately to the agreed hours and days per week.

### SCOPE OF CLEANING SERVICES

LOCATION	Daily	Wkly	Mthly	Qrtly	Other Frequency	
<b>TOILETS</b>						
Restock paper towels, toilet paper and hand soap as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Empty rubbish bins and replace bin liners as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sweep and mop floor with germicidal disinfectant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean and polish mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Remove splash marks from walls and doors around basins as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilets and urinals to be cleaned and disinfected / sanitised	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet seats to be cleaned on both sides, disinfected and sanitised	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Scour and sanitise hand basins as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dust partitions, tops of mirrors and frames	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dust all exhaust ventilators as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>CLASSROOMS</b>						
Collect any loose rubbish, empty waste bins and replace liners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Waste to be placed in dumpsters for removal from the premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sweep hard surface floors with a dust mop or broom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Every second day
Damp mop all hard surface floors, accessible corners and edges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Every second day
Vacuum all carpeted areas, accessible corners and edges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Every second day
Spot clean entrance glass doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>LOCATION</b>	<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>	<b>Qrtly</b>	<b>Other Frequency</b>	
Clean marks off walls (time permitting)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Damp wipe classroom tables with sanitiser	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>HALLWAYS AND COMMON AREAS</b>						
Collect any loose rubbish, empty waste bins and replace liners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Waste to be placed in dumpsters for removal from the premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sweep hard surface floors with a dust mop or broom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Damp mop all hard surface floors, accessible corners and edges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vacuum all carpeted areas, accessible corners and edges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ENTRANCE, RECEPTION AREA AND MEETING ROOMS</b>						
Collect any loose rubbish, empty waste bins and replace liners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Waste to be placed in dumpsters for removal from the premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sweep hard surface floors with a dust mop or broom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Damp mop all hard surface floors, accessible corners and edges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vacuum all carpeted areas, accessible corners and edges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spot clean entry door, glass and other highly visible items	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spot clean fingerprints and marks from light switches, door handles, push plates etc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>OFFICE AND ADMINISTRATION AREAS</b>						
Empty waste bins and replace liners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Waste to be placed in dumpsters for removal from the premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dust and clean furniture and equipment. (desks, tables, chairs etc)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Wipe clean all tops of counters, filing cabinets, other equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean finger marks from door handles, push plates etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>LOCATION</b>	<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>	<b>Qrtly</b>	<b>Other Frequency</b>	
Dust window ledges, sills, skirting and edges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spot clean glass, walls etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vacuum all carpeted areas, accessible corners and edges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Telephones cleaned and disinfected	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Wipe clean door vents and high dusting where possible	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>LIBRARY</b>						
Collect any loose rubbish, empty waste bins and replace liners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Waste to be placed in dumpsters for removal from the premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vacuum all carpeted areas, accessible corners and edges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3 times a week (M-W-F)
<b>SCHOOL HALL</b>						
Collect any loose rubbish, empty waste bins and replace liners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean floor with autoscrubber	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spot clean entrance glass doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Burnish floor with buffer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>STAFF ROOM / KITCHEN AREAS</b>						
Remove all rubbish and replace bin liners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sweep and mop floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean and wipe down all stainless steel including sinks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean and wipe marks on cupboards, walls, coffee machine/drink dispensers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean and wipe bench tops, tables and shelving	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean microwave interior / exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean refrigerator exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clean refrigerator interior and dispose expired items	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>FIRST AID ROOM</b>						
Collect any loose rubbish, empty waste bins and replace liners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



LOCATION	Daily	Wkly	Mthly	Qrtly	Other Frequency	
Sweep and mop floor with germicidal disinfectant as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Damp wipe surfaces with germicidal disinfectant as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
COMMUNICATIONS BOOK						
Verify any special instructions and cleaner to Sign off work completed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Advise school of any damage breakage, graffiti, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As required

PERIODICAL CLEANING	Term 1	Term 2	Term 3	Term 4
Carpet steam cleaning - heavy traffic areas only. (corridors & learning centre common)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Classroom detail cleaning (desks/whiteboard/cobwebs etc)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hard floor machine scrubbing / stripping / reseal (rotating annual basis)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Detail clean of toilet and washroom facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## Schedule 2 - Sample Contract

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### SERVICE AGREEMENT

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**DATE**                    Insert Date

**BETWEEN**

**DIOCESE OF SALE CATHOLIC EDUCATION LIMITED (ABN 91 621 266 993)**

of 6 Witton Street, Warragul, Victoria  
AND

("DOSCEL")

**INSERT NAME OF SERVICE PROVIDER (Insert ABN)** described in Item 1, Schedule 1 of this Agreement

("Service Provider")

(together known as the **Parties**)

### RECITALS

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- A. DOSCEL is a company limited by guarantee which manages and operates Catholic Primary and Secondary Schools in the Diocese of Sale, Victoria.
- B. The Service Provider provides Services to the School(s) listed in Item 4, Schedule 1.
- C. The Parties wish, by entering into this Agreement, to formalise the engagement of the Service Provider by DOSCEL for the provision of Services listed in Schedule 2.

### OPERATIVE PROVISIONS

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#### 1. Definitions

In this Agreement, unless the context otherwise requires:

**Act** means the *Child Wellbeing and Safety Act 2005* and includes its amendments and any regulations.

**Amended Act** means the *Child Wellbeing and Safety Amendment (Child Safe Standards) Act 2015 (Vic.)*

**Associates** means any officer, employee, agent, contractor, subcontractor, consultant, advisor or invitee to the extent that such person or entity is performing an act or a function directly related to the Agreement.

**Business Day** means a day in which services are performed, not being a Saturday, Sunday or prescribed public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic.)* in Victoria, including any other day substituted by Act of Parliament or Proclamation, unless otherwise agreed between the Parties.

**Claim** includes any claim, demand, remedy, suit, injury, damage, loss, Cost, Liability, action, proceeding and right of action.

**Child Safety Code of Conduct** means that Code adopted by DOSCEL and/or its Schools in relation to the protection of children.

**Commencement Date** means the commencement date of this Agreement set out in Item 2 of Schedule 1.

**Corporations Act** means the *Corporations Act 2001 (Cth)*

**Cost** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature.

**Diocese of Sale** means that juridic territory of the Bishop of Sale.

**Dispute Notice** means a notice in writing given by either party to the other where a dispute in relation to this Agreement arises between the Parties.

**Expert** means an expert appointed by the President of the Law Institute of Victoria.

**Expiry Date** means the expiry date of this Agreement set out in Item 3 of Schedule 1.

**Government Agency** means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a Minister of the Crown or the Commonwealth of Australia and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**GST** means the Goods and Services Tax as defined in the GST Act.

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

**Insolvency Event** means if the Service Provider:

- (a) stops or suspends payment of all or a class of its debts;
- (b) is insolvent within the meaning of section 95A(2) of the Corporations Act;
- (c) has an administrator appointed over all or any of its assets or undertakings or a controller within the meaning of section 9 of the Corporations Act or similar officer appointed to all or any of its assets or undertaking;
- (d) has an application or order made, proceedings commenced, a resolution passed, an application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up or dissolution or for it to enter into an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or
- (e) has any step taken to enforce security over or a distress, execution or other similar process levied or served out against the whole or any of its assets or undertakings,

or any event occurs which, under the Laws of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above.

**Item** means an item described in Schedule 1.

**Key Persons** means those persons engaged to perform the Services on behalf of the Service Provider.

**Labour Hire Authority** means the responsible authority for implementing the ***Labour Hire Licensing Act 2018***.

**Labour Hire Provider** means a person, who in the course of conducting business, supplies individuals to perform work on a full-time, part-time or casual basis in and as part of another business, in circumstances where such provider is obliged to pay the individual for performance of the work, whether directly or indirectly (for example, through another company).

**Labour Hire Act** means the ***Labour Hire Licensing Act 2018 (Vic.)***

**Law** means:

- (a) principles of law or equity established by decisions of courts within the Commonwealth of Australia;
- (b) statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State of Victoria, any local government or a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State of Victoria or a Government Agency which have the force of law; and
- (e) guidelines of the Commonwealth, the State of Victoria or a Government Agency which have the force of law.

**Liability** means any debt, obligation, Cost, expense, Loss, damage, compensation, charge or liability of any kind, including those that are prospective or contingent and those where the amount of which is not ascertained or ascertainable.

**Licensed Area** means the area or premises as described in Item 4 of Schedule 1.

**Loss** means any liability (including legal expenses) of any kind whatsoever and includes but is not limited to direct and indirect, consequential or special damage, loss of profits, loss of use, loss of revenue, anticipated revenue, interest or other claim arising from any cause whatsoever whether or not the loss, damage or claim is based on contract, statute, warranty, tort (including negligence), indemnity or otherwise.

**Notice** means a notice, consent, approval or other communication given under this Agreement.

**Permitted Use** means that use described in Item 7 of Schedule 1.

**RCTC** means the Roman Catholic Trusts Corporation being a body established by statute.

**Representatives** means all directors, officers, employees or agents of that party.

**Requirement** includes any lawful notice, order or direction received from or given by any Government Agency or pursuant to any Law, in writing or otherwise.

**Schedule** means any schedule(s) to this Agreement.

**School** means Nagle College that is managed and operated by the Diocese of Sale Catholic Education Limited

**Service Provider** means that person or entity described in Item 1 of Schedule 1.

**Service Provider's Representative** means the person described in Item 8 of Schedule 1.

**Services** means those services described in Schedule 2.

**Standards** means those standards described in the Amended Act.

**Special Conditions** means those conditions (if any) forming part of this Agreement set out in Schedule 3.

**Supplier** means the party who gives a taxable supply under this Agreement (where the expression in italics has the meaning given in the GST Act).

**Term** means the period of this Agreement commencing on the Commencement Date and expiring on the Expiry Date.

**Working with Children Act** means the *Working with Children Act 2005 (Vic.)* and its amendments and Regulations.

## 2. Interpretation

2.1 Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means "includes without limitation";
- (e) headings are for guidance only and are to be ignored in interpreting this Agreement;
- (f) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (g) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; and
  - (v) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia; and
  - (vi) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day.

## 3. Provision of Services

3.1 The Service Provider will during the Term provide the Services requested by the School, on behalf of DOSCEL as described in this Agreement.

## 4. Term

4.1 The Service Provider agrees to provide the Services for, and during, the Term.

## **5. Fees**

- 5.1 In return for the provision and undertaking of the Services, the School on behalf of DOCSEL agrees to pay to the Service Provider that fee described in Item 5 of Schedule 1.

## **6. Warranties**

- 6.1 The Service Provider warrants that it is capable of providing the Services to the School, on behalf of DOCSEL during the Term.
- 6.2 The Service Provider further warrants that: -
- 6.2.1 it has the capacity to execute, deliver and comply with its legal and financial obligations pursuant to this Agreement;
  - 6.2.2 no meeting has been convened, resolution proposed, petition presented, or order made for the winding up of the Service Provider;
  - 6.2.3 no receiver, receiver and manager, provisional liquidator, liquidator or other officer of any Court has been appointed in relation to all or any material assets of the Service Provider; and
  - 6.2.4 there are no unsatisfied judgements, awards, claims or demands against the Service Provider and if the Service Provider is a corporation having limited liability, is registered and is validly existing pursuant to the Corporations Act.

## **7. Insurance**

- 7.1 The Service Provider must keep the insurance set out in Item 6 of Schedule 1 in force during the Term.
- 7.2 The Service Provider must not do or permit anything to be done which may invalidate any insurance, make any insurance void or voidable or increase the rate of premium of any insurance of the RCTC, the School or DOSCEL.
- 7.3 At the Commencement Date of this Agreement, and immediately upon the request by DOSCEL, the Service Provider must provide DOSCEL with evidence of the Service Provider's insurance as required under this Agreement.
- 7.4 DOSCEL must be noted as an interested entity on all insurance policies, set out in Item 6 of Schedule 1, taken out pursuant to this Agreement.
- 7.5 The Service Provider will maintain workers' compensation insurance in respect of its Representatives pursuant to the provisions of applicable legislation.

## **8. Provision of Equipment**

- 8.1 The Service Provider will be required to provide all necessary equipment for each task to be performed under this Agreement.

## **9. Labour Hire Licencing**

- 9.1 Where the Service Provider is deemed to be a Labour Hire Provider, the Service Provider agrees and warrants to DOSCEL that:

- 9.1.1 it is licenced and registered under the Labour Hire Act; and
- 9.1.2 it has, and will continue to, comply with the provisions of the Labour Hire Act at all times during the Term.

## 10. Modern Slavery Act 2018

- 10.1 The Service Provider acknowledges that it understands the provisions of the **Modern Slavery Act 2018**.
- 10.2 The Service Provider warrants that it will at all times comply with the provisions of the Modern Slavery Act.
- 10.3 The Service Provider warrants and acknowledges that it will inform DOSCEL immediately and in writing as to any breaches of the Modern Slavery Act which may occur.
- 10.4 The Service Provider indemnifies and holds harmless DOSCEL against any costs, losses, damages or suits which may occur whether directly or indirectly as a result of the actions or omissions (whether wilful or negligent or otherwise) of the Service Provider in connection with a breach of the provisions of the Modern Slavery Act.

## 11. Indemnity

- 11.1 The Service Provider must indemnify and keep indemnified the RCTC, DOSCEL and their Associates from and against all Claims, Losses or damages that the RCTC, DOSCEL or their Associates may suffer or incur in respect of or arising from:
  - 11.1.1 any negligent act or negligent omission of the Service Provider in connection with this Agreement;
  - 11.1.2 any loss, injury, illness or damage to persons (including death) including any member of the public or any third party to the extent it is caused by the act or omission of the Service Provider in connection with this Agreement;
  - 11.1.3 any loss of or damage to property of any kind to the extent it is caused by the act or omission of the Service Provider in connection with this Agreement; or
  - 11.1.4 the Service Provider's breach of this Agreement.
- 11.2 The indemnity given by the Service Provider under this clause 10 is a continuing obligation, separate and independent from the other obligations of the Service Provider and survives expiry or termination of this Agreement.

## 12. Working with Children Check and National Police Record Check

- 12.1 The Service Provider must ensure to the satisfaction of DOSCEL that all Key Persons engaged or used by it to work at, or occupy, the Licensed Premises and/or be involved with the Permitted Use under this Agreement:
  - 12.1.1 hold and maintain a valid Working with Children Check card under the Working with Children Act, during the period in which they perform the Services under this Agreement

- 12.1.2 have undertaken a satisfactory National Police Record Check and provided DOSCEL with the resulting Certificate for confirmation
  - 12.1.3 have met any additional relevant legal requirements and policies of DOSCEL in relation to the suitability of persons to work with children within the precinct of DOSCEL; and
  - 12.1.4 comply with the Child Safety Code of Conduct, the Catholic Education Commission of Victoria Limited (CECV) Commitment Statement to Child Safety the Act, the Amended Act, the Working with Children Act and any and all amendments and regulations as determined by an Act of Parliament for the safety and benefit of children.
- 12.2 The Service Provider must ensure to the satisfaction of DOSCEL the terms and conditions of employment of any staff or of engagement of any Representative for the purpose of carrying out work at the Licensed Premises and/or be involved with the Permitted Use under this Agreement are consistent with the above obligations.

### **13. Service Provider Key Persons and Representatives**

- 13.1 This Agreement is conditional upon the Service Provider (prior to any Key Persons or any Representative engaged or used by it to work at, or occupy, the Licensed Premises and/or be involved with the Permitted Use under this Agreement commencing performing the Services):
- 13.1.1 providing DOSCEL with proof of Key Persons or Representatives personal identity and professional or other relevant qualifications;
  - 13.1.2 obtaining and providing to DOSCEL Key Persons or Representatives history of work involving children in the form requested by the DOSCEL;
  - 13.1.3 complying with any request by DOSCEL to undertake referee checks of Key Persons or Representatives to determine the suitability of any Key Persons or Representative to work with children;
  - 13.1.4 on request by the DOSCEL, providing DOSCEL with referee details for Key Persons or Representative so that DOSCEL may undertake its own reference check.

### **14. Policies**

- 14.1 In performing the Services, the Service Provider will be required to, and will ensure Key Persons and Representatives, act in a diligent, efficient and reasonable manner in accordance with the following policies:
- 14.1.1 Nagle College Child Safety and Wellbeing Policy;
  - 14.1.2 Nagle College Child Safety Code of Conduct;
  - 14.1.3 all policies pertaining to Occupational Health and Safety; and
  - 14.1.4 any policies from the School and the Diocese of Sale Catholic Education Limited.



- 14.2 The Service Provider acknowledges that it has either received physical copies of the Policies described in this clause or been directed to a website where such Policies are contained.
- 14.3 The Service Provider further acknowledges that it has read and understood such Policies and warrants that all Key persons have read and understood such Policies.

## 15. Reporting

- 15.1 At the request of DOSCEL, the Service Provider must provide within a reasonable period any information and/or documentation it holds pertaining to this Agreement.
- 15.2 The Service Provider agrees to immediately supply to DOSCEL any notice from any Government Agency which notice may be adverse in nature or may effect the provision of the Services.

## 16. Disputes

- 16.1 A party claiming that a dispute or disagreement has arisen under this Agreement may give the other party a Dispute Notice.
- 16.2 A Dispute Notice may be withdrawn at any time by the party that gave the Dispute Notice.
- 16.3 Within 10 Business Days of the date of issue of the Dispute Notice, the Parties must enter into good faith discussions in an attempt to resolve the issues between them.
- 16.4 If the Parties have not resolved the dispute within 20 Business Days of the date of issue of the Dispute Notice, the Parties agree to endeavour in good faith to settle the dispute by mediation administered by the Law Institute of Victoria (LIV) in accordance with LIV's guidelines, before having recourse to expert determination or litigation.
- 16.5 If the Parties fail to settle any dispute in accordance with clause 15.4, either party may refer the dispute for expert determination.
- 16.6 If a dispute is referred for expert determination the Expert will be requested by the party giving the Dispute Notice.
- 16.7 The Expert:
  - 16.7.1 will fix and inform the Parties of a time for the Parties to present their respective positions to the Expert. Unless otherwise agreed between the Parties, the Parties must present their respective positions to the Expert no later than 7 Business Days after the Expert's appointment;
  - 16.7.2 must make a determination or finding in respect of the dispute within 10 Business Days after the Parties have presented their respective positions. Any determination of a dispute by the Expert will include a determination as to the award of costs and will be binding on the Parties; and
  - 16.7.3 will act as an expert and not an arbitrator.
- 16.8 The Parties will continue to perform their respective obligations under this Agreement pending the resolution of a dispute under this clause.

- 16.9 The Parties will not oppose any application for interlocutory relief pending resolution of a dispute by the Expert under this clause.
- 16.10 For the sake of clarity termination of this Agreement pursuant to clause 20.1(ii) shall not constitute a dispute or disagreement the subject of which is dealt with by clause 15 generally.

## **17. Confidentiality**

- 17.1 Subject to clause 16.2, the Service Provider must keep confidential:
- 17.1.1 the terms and conditions of this Agreement; and
  - 17.1.2 any information provided to the Service Provider by DOSCEL in connection with this Agreement, including but not limited to:
  - 17.1.3 personal information relating to students of DOSCEL;
  - 17.1.4 personal and business information relating to the RCTC or DOSCEL or its employees, respectively; and
  - 17.1.5 information treated by the RCTC or DOSCEL as confidential.
- 17.2 The Service Provider may make disclosures as it, acting reasonably, considers necessary to:
- 17.2.1 comply with Laws; and
  - 17.2.2 any of its employees to whom it deems necessary to disclose the information if that employee undertakes to keep the information confidential.
- 17.3 The Service Provider's obligations under this clause are continuing obligations, separate and independent from the other obligations of the Service Provider and survive the expiry or termination of this Agreement.

## **18. GST**

- 18.1 In this clause, expressions set out in italics have the same meaning as those expressions in the GST Act.
- 18.2 An amount payable under this Agreement by a party to the other party, in respect of a supply which is a taxable supply, represents the GST exclusive value of the supply.
- 18.3 The party who receives a taxable supply under this Agreement from the supplier must, upon receipt of a tax invoice from the supplier, pay GST to the supplier in addition to the GST exclusive value of the supply.
- 18.4 Any penalty or interest payable as a result of late payment of any GST payable under this Agreement is payable by the party who is the cause of the late payment.
- 18.5 If the supplier is entitled to an input tax credit for any GST recoverable from the other party under this Agreement, the amount of GST payable by the other party is to be reduced by the amount of the input tax credit which the supplier has received or is entitled to receive.

## 19. Compliance with Law

- 19.1 During the Term the Service Provider will be responsible for complying with all local, State and Federal laws and any statutory notices or orders issued by any Government agencies in respect to the provision of the Services.

## 20. No Partnership or Agencies

- 20.1 Nothing in this Agreement whether express or implied will be read or construed so as to place the Parties in the relationship of a partnership, joint venture or principal and agent or any fiduciary or trust relationship as expressly agreed and acknowledged by the Parties that: -
- 20.1.1 the obligations and liabilities and the rights and benefits conferred on the Parties pursuant to this Agreement will only extend to and include each of the Parties severally and not jointly or collectively;
- 20.1.2 each of the Parties is an independent contracting party; and
- 20.1.3 save as otherwise provided for in this Agreement, neither of the Parties will have any authority or power for and on behalf of the other party to enter into any contracts, to pledge any credit, to incur any liabilities, to assume any obligations or to make any warranties or representations.

## 21. Termination

### 21.1 General

This Agreement will terminate: -

- (i) upon the written agreement of the Parties; or
- (ii) upon DOSCEL providing written notice to the Service Provider for any reason on the giving of 30 days' notice; or
- (iii) on the Expiry Date.

### 21.2 Termination Events

If the Service Provider suffers an Insolvency Event or is in breach of any material provision of this Agreement and such breach is not remediable at the discretion of DOSCEL then DOSCEL may by notice in writing to the Service Provider terminate this Agreement.

## 22. Notices

### 22.1 Service of Notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 22.1.1 personally on the person;
- 22.1.2 by leaving it at the person's current address for service;
- 22.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

22.1.4 by email to the person's current email address for service.

## **22.2 Particulars for Service**

22.2.1 The particulars for service of each party are set out on page one of this document under the heading Parties;

22.2.2 Any party must change the address, or email number for service by giving notice to the other Parties;

22.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

## **22.3 Time of Service**

A notice or other communication is deemed served:

22.3.1 if served personally or left at the person's address, upon service;

22.3.2 if posted within Australia to an Australian address, two Business Days after posting and in any other case, seven Business Days after posting;

22.3.3 if served by email, subject to clause 21.3.4 at the time the notice or other communication comes to the attention of the addressee;

22.3.4 if received after 4.00pm in the place of receipt or on a day which is not a Business Day, at 10.00am on the next Business Day.

# **23. General Provisions**

## **23.1 Amendment**

This Agreement may only be varied or replaced by agreement between the Parties in writing.

## **23.2 Waiver and exercise of rights**

A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

## **23.3 Other Costs**

Each Party must pay its own legal costs in relation to the preparation, negotiation and execution of this Agreement, and any variation to this Agreement.

## **23.4 Severability**

Any provision of this Agreement which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

## **23.5 Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

## **23.6 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria and the Parties submit to the exclusive jurisdiction of the courts of Victoria.

### **23.7 Counterparts**

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

### **23.8 Entire understanding**

This Agreement contains the entire understanding between the Parties as to the subject matter of this Agreement.

### **23.9 Publicity and Marketing**

The Service Provider must not make any public announcement in respect of any aspect of this Agreement without the prior written approval by DOSCEL.

The Service Provider agrees that it will not advertise or cause to be promoted on any form of media its association with DOSCEL or any School managed by DOSCEL without first receiving the written approval of such advertising or marketing from DOSCEL.

Specifically, the Service Provider cannot use on any media in any form or marketing, advertising or branding of any School logo or that of DOSCEL.

### **23.10 Relationship of Parties**

This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties. Nothing in this Agreement will constitute or deem a party to be the employee of another party.

### **23.11 Survival**

The expiry or termination of this Agreement does not affect the DOSCEL's rights for a breach of this Agreement by the Service Provider before the expiry or termination.

**EXECUTED** by the Parties.

**EXECUTED** by **Diocese of Sale Catholic** )  
**Education Limited (ABN 91 621 266** )  
**993)** in accordance with Section 127 of the )  
Corporations Act 2001: )  
)

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Authorised Person (print)

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Position of Authority (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COMPANY:**  
**EXECUTED** by \_\_\_\_\_ )  
\_\_\_\_\_ in )  
accordance with Section 127 of the )  
Corporations Act 2001: )  
)

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director

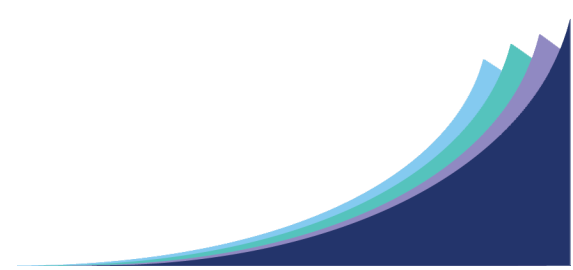
\_\_\_\_\_  
Name of Director/Secretary

**OR**  
**INDIVIDUAL:**  
**EXECUTED** by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: )  
)

Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness



## Schedule 3 – Child Protection and Safety Policy

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Inspiring Faith Inspiring Learning.

### CHILD PROTECTION AND SAFETY POLICY

#### 1.0 INTRODUCTION

Diocese of Sale Catholic Education Limited (DOSCEL) schools are committed to complying with [\*Ministerial Order 870: Child Safe Standards – Managing the Risk of Child Abuse in Schools\*](#), and following the Victorian Child Safe Standards.

DOSCEL employees therefore have a duty of care to students during school operating hours and at other times when an employee/student relationship exists. Employees fulfil this duty by taking reasonable care to avoid acts or omissions which they can reasonably foresee would be likely to result in harm or injury to a student.

Protecting children is everyone's responsibility – parents, communities, governments and business all have a role to play. In Victoria, a joint protocol exists to protect the safety and wellbeing of children and young people, involving:

- the Department of Families, Fairness and Housing (DFFH) Child Protection;
- the Department of Education and Training (DET);
- licensed children's services; and
- Victorian schools, including Catholic schools.

For the purposes of this joint protocol, acting in the best interests of the child or young person includes:

- reporting to Child Protection all allegations or disclosures of physical abuse, sexual abuse, emotional abuse and neglect;
- reporting to Child Protection when a belief is formed that a child or young person has been harmed or is at risk of being harmed;
- making the child or young person's ongoing safety and wellbeing the primary focus of decision-making;
- sharing appropriate information, expertise and resources with other service providers supporting the child or young person, including as an Information Sharing Entity (ISE) under the Child Information Sharing Scheme (CISS) and Family Violence Information Sharing Scheme (FVISS). The CISS and FVISS, along with the Family Violence Multi-Agency Risk Assessment and Management Framework (MARAM), are designed to complement related child safety obligations, such as those under the Reportable Conduct Scheme and Child Safe Standards;
- protecting and promoting the cultural and spiritual identity of a child or young person and maintaining their connection to their family or community of origin;
- enabling the child or young person and the child or young person's family to access appropriate services in order to reduce the long-term effects of abuse or neglect.

## 2.0 PURPOSE

DOSCEL is committed to child protection strategies and procedures to ensure the care, safety and protection of all children and young people in Catholic schools in the Diocese.

This document is to provide guidance to maximise the safety and protection of students in Catholic schools within the Diocese of Sale.

The document sets out the procedures to be followed to ensure that prompt, professional, sensitive and appropriate action is taken by employees in Catholic schools managed and operated by DOSCEL.

## 3.0 PRINCIPLES

In the best interest of the child or young person, the child protection strategies and procedures to be followed are based on the following principles:

- 3.1 Every child and young person has the right to be safe.
- 3.2 Recognition of the diversity of all children and young people, including (but not limited to) the needs of Aboriginal and/or Torres Strait Islander children and young people, children and young people from culturally and/or linguistically diverse backgrounds and children with disabilities and vulnerabilities.
- 3.3 School environments are safe, supportive, inclusive and empowering.
- 3.4 School communities are dedicated to the protection and safety of all children and young people as reflected in the [DOSCEL Commitment Statement to Child Safety](#).
- 3.5 All employees in Catholic schools have a responsibility to care for children and young people and to promote their safety, protection and wellbeing.
- 3.6 All children and young people have the right to a thorough and systematic education in all aspects of personal safety, in partnership with their parents/guardians/carers.
- 3.7 In any dealings regarding safety, the dignity, protection and wellbeing of students involved will be maintained and respected.
- 3.8 Principals will ensure all employees adhere to legislation and policies with respect to child protection.
- 3.9 Appropriate confidentiality is maintained, with information being provided to those who have a right or a need to be informed, either legally or pastorally (noting that information may be disclosed to other ISEs without the knowledge or consent of any parent, guardian, carer or student, where this is required or authorised by law for the purposes of information sharing under the CISS or FVISS. However, under the CISS, the views and wishes of the child and/or family members should be sought before sharing information where it is safe, reasonable and appropriate to do so. Additionally, under the FVISS, the views of the child and non-violent family members should be sought where it is safe, reasonable and appropriate to do so).

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## 4.0 DEFINITIONS

**Abuse:** Any non-accidental behaviour by parents, carers, other adults, siblings or older adolescents that is outside the norms of conduct and entails a substantial risk of causing physical or emotional harm to a child or young person. Such behaviours may be intentional or unintentional and can include acts of omission (neglect) and commission (abuse). Abuse is commonly divided into five main subtypes:

- Physical abuse – the intentional use of physical force against a child or young person that results in, or has a high likelihood of resulting in, harm for the child or young person’s health, survival, development or dignity. This includes hitting, beating, kicking, shaking, biting, strangling, scalding, burning, poisoning and suffocating. Much physical violence against children or young people is inflicted with the object of punishing.
- Emotional abuse – refers to a parent, carer or other adult’s inappropriate verbal or symbolic acts towards a child or young person and/or a pattern of failure over time to provide a child or young person with adequate non-physical nurturing and emotional availability. Such acts of commission or omission are likely to damage a child or young person’s self-esteem or social competence.
- Neglect – includes both isolated incidents, as well as a pattern of failure over time, on the part of a parent, family member or other adult, to provide for the development and wellbeing of a child or young person, where the parent, family member or other adult is in a position to do so in one or more of the following areas:
  - health
  - education
  - emotional development
  - nutrition
  - shelter and safe living conditions.
- Sexual abuse – the involvement of a child or young person in sexual activity that he or she does not fully comprehend, is unable to give informed consent to, or for which the child is not developmentally prepared, or that violates the laws or social taboos of society. Children or young people can be sexually abused by both adults and other children who are, by virtue of their age or stage of development, in a position of responsibility, trust or power over the victim.
- Exposure to family violence – forcing a child or young person to live in an environment where there is sustained violence, inclusive of emotional and psychological abuse.

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The MARAM Framework provides further guidance regarding the types of conduct that may constitute abuse.

**Bullying:** repeated verbal, physical, social or psychological behaviour that is harmful and involves the misuse of power by an individual or group towards one or more persons. Bullying may involve cyberbullying, which refers to bullying through information and communication technologies. Conflicts or fights between equals and single incidents are not defined as bullying.

**Child Protection:** Statutory services designed to protect children who are at risk of serious harm.

**Duty of Care:** is an element of the law of negligence. In broad terms, the law of negligence provides that if a person suffers injury as the result of a negligent act or omission of another, the injured person should be compensated for loss and damage flowing from that negligence.

**Mandatory Reporting:** The legal requirement to report suspected cases of child abuse and neglect is known as mandatory reporting. Mandated persons in DOSCEL include registered teachers, school principals, school counsellors, registered psychologists and people in religious ministry.

## 5.0 PROCESS

- 5.1 DOSCEL will use the [Child Safe Standards](#) and [Information Sharing and Family Violence Reforms Contextualised Guidance and Toolkit](#) to establish and embed a Child Protection Program which sets out in detail the policies, procedures and workplace systems it has adopted.
- 5.2 All DOSCEL employees who identify concerns regarding the sexual, physical, psychological and emotional abuse or neglect of a child or young person must respond according to Mandatory Reporting, Grooming, Failure to Disclose and Failure to Protect legislation and policies. Consideration should also be given to whether a request for information should be made or whether any information should be voluntarily provided to another ISE under the CISS or FVISS.
- 5.3 When an allegation is directed against a DOSCEL employee (employed in a school or the Catholic Education Office, Diocese of Sale), or a DOSCEL volunteer or contractor, the reporting person is to inform the Executive Manager: Industrial Relations / Human Resources, in addition to following other reporting and information sharing requirements.
- 5.4 Allegations directed against any clergy or members of religious institutes should be reported to Victoria Police and the Bishop of the Diocese, via the Director of Catholic Education, Diocese of Sale. The report person(s) must also fulfil other relevant requirements, including but not limited to, under mandatory reporting, CISS and FVISS.

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- 5.5 The Principal shall ensure that school employees receive induction and ongoing professional learning in relation to the child safety and protection policies, inclusive of mandatory reporting, on an annual and ongoing basis.
- 5.6 The Principal shall ensure the school's pastoral care structures reflect all child safety and protection policies and procedures.
- 5.7 All DOSCEL employees, including volunteers and contractors, will be required to follow the DOSCEL Code of Conduct.
- 5.8 For further guidance, refer to documents developed in consultation with the Victorian State Government, Catholic Education Commission of Victoria, Independent Schools Victoria and the Victorian Registration and Qualifications Authority.

For example:

- [PROTECT - Identifying and Responding to Student Sexual Offending](#)
- [PROTECT – Identifying and Responding to All Forms of Abuse in Victorian Schools](#)
- [FOUR CRITICAL ACTIONS FOR SCHOOLS Responding to Incidents, Disclosures and Suspicions of Child Abuse](#)

## 6.0 EXPECTED OUTCOMES

- 6.1 All schools will ensure the care, safety and protection of all students.
- 6.2 DOSCEL employees are informed of child safety and protection. They are expected to be self-aware and adhere to their professional obligations and responsibilities.
- 6.3 All allegations of abuse will be responded to promptly in line with this policy.

## 7.0 RELATED POLICIES

- DOSCEL Child and Family Violence Information Sharing Schemes Policy and Procedure
- DOSCEL Commitment Statement to Child Safety
- DOSCEL Guide to Reporting Conduct under the Reportable Conduct Scheme

## 8.0 REFERENCES

- Child Information Sharing Scheme Ministerial Guidelines
- *Child Wellbeing and Safety Act 2005* (Vic.)
- *Child Wellbeing and Safety (Information Sharing) Regulations 2018*
- Family Violence Multi-Agency Risk Assessment and Management Framework
- *Family Violence Protection Act 2008* (Vic.)
- *Family Violence Protection (Information Sharing) Regulations 2018*
- FOUR CRITICAL ACTIONS FOR SCHOOLS Responding to Incidents, Disclosures and Suspicions of Child Abuse
- Information Sharing and Family Violence Reforms Contextualised Guidance

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- Information Sharing and Family Violence Reforms Toolkit
- *Ministerial Order 870: Child Safe Standards – Managing the Risk of Child Abuse in Schools*
- PROTECT - Identifying and Responding to Student Sexual Offending
- PROTECT – Identifying and Responding to All Forms of Abuse in Victorian Schools

## 9.0 REVIEW

**Implementation Date:** May 2020

**Updated:** August 2021

**Review Date:** August 2022

August 2021



## NAGLE COLLEGE CHILD SAFETY CODE OF CONDUCT

### 1.0 INTRODUCTION

This Child Safety Code of Conduct applies to Nagle College, Bairnsdale.

Central to the mission of Nagle College is an unequivocal commitment to fostering the dignity, self-esteem and integrity of children and young people and providing them with a safe, supportive and enriching environment to develop spiritually, physically, intellectually, emotionally and socially.

### 2.0 PURPOSE

Our Child Safety Code of Conduct sets out the expected behaviour of adults with children and young people in our school.

All school staff, volunteers, contractors, clergy, School Advisory Committee members and any other adult involved in child-connected work at Nagle College must follow the Child Safety Code of Conduct. They are also expected to actively contribute to a school culture that respects the dignity of its members and affirms the Gospel values of love, care for others, compassion and justice.

The Child Safety Code of Conduct applies to all physical and online environments used by students. It also applies during or outside of school hours and in other locations provided by the school for student use (for example, school camps and excursions).

### 3.0 ACCEPTABLE BEHAVIOURS

At Nagle College, all school staff, volunteers, contractors, clergy, School Advisory Committee members and any other member of our school community involved in child-connected work are responsible for supporting and promoting the safety of children by:

- upholding our Nagle College commitment to child safety at all times and adhering to our Child Safety and Wellbeing Policy
- treating students and families in our school community with respect in our school environment and outside our school environment as part of normal social and community activities
- listening and responding to the views and concerns of students, particularly if they disclose that they or another child or student has been abused or are worried about their safety or the safety of another child or student
- promoting the cultural safety, participation and empowerment of Aboriginal and Torres Strait Islander students, students with culturally and/or linguistically diverse backgrounds, students with a disability, international students, students who are unable to live at home and lesbian, gay, bisexual, transgender, intersex, queer/questioning and/or asexual (LGBTIQ+) students
- ensuring, as far as practicable, that adults are not alone with a student – one-to-one interactions between an adult and a student are to be in an open space or in line of sight of another responsible adult
- reporting any allegations of child abuse or other child safety concerns to the Principal or Deputy Principal Pastoral.

RESPECT

RESPONSIBILITY

EXCELLENCE

## NAGLE COLLEGE CHILD SAFETY AND WELLBEING POLICY

- understanding and complying with all reporting and disclosure obligations (including mandatory reporting) in accordance with the Four Critical Actions for Schools and the following Diocese of Sale Catholic Education Limited (DOSCEL) policies:
  - Protection of Children – Reporting Obligations Procedure
  - Protection of Children – Anti-Grooming Policy
  - Protection of Children – Failure to Disclose Policy
  - Protection of Children – Failure to Protect Policy
  - Mandatory Reporting Policy
  - Guide to Reporting Conduct under the Reportable Conduct Scheme
  - Child and Family Violence Information Sharing Schemes Policy and Procedure
- if child abuse is suspected, ensuring as quickly as possible that the student(s) are safe and protected from harm.

### 4.0 UNACCEPTABLE BEHAVIOURS

At Nagle College, all school staff, volunteers, contractors, clergy, School Advisory Committee members and member of our school community involved in child-connected work must not:

- ignore or disregard any concerns, suspicions or disclosures of child abuse or harm
- develop a relationship with any student that could be seen as favouritism or amount to 'grooming' behaviour (for example, by offering gifts)
- display behaviours or engage with students in ways that are not justified by the educational or professional context
- ignore an adult's overly familiar or inappropriate behaviour towards a student
- discuss intimate topics or use sexualised language, except when needed to deliver the school curriculum or professional guidance
- treat a child or student unfavourably because of their disability, age, gender, race, culture, vulnerability, sexuality or ethnicity
- communicate directly with a student through personal or private contact channels (including social media, email, instant messaging, texting etc) except where that communication is reasonable in all the circumstances, related to school work or extra-curricular activities or where there is a safety concern or other urgent matter and when principal and parental permission has been sought
- photograph or video a child or student in a school environment except where written consent has been obtained or where required for duty of care purposes
- consume alcohol against school policy or take illicit drugs in the school environment or at school events where students are present
- have contact with any student outside of school hours except when needed to deliver the school curriculum or professional guidance and principal and parental permission has been sought.

### 5.0 BREACHES TO THE CHILD SAFETY CODE OF CONDUCT

All Nagle College school staff, volunteers, contractors and any other member of the school community involved in child-connected work who breach this Child Safety Code of Conduct may be subject to disciplinary procedures in accordance with their employment agreement or relevant industrial instrument, professional code of conduct or terms of engagement.

In instances where a reportable allegation has been made, the matter will be managed in accordance with the DOSCEL Guide to Reporting Conduct under the Reportable Conduct Scheme and may be subject to referral to Victoria Police.



## NAGLE COLLEGE CHILD SAFETY AND WELLBEING POLICY

All breaches and suspected breaches of the Nagle College Child Safety Code of Conduct must be reported to the Principal and Deputy Principal Pastoral.

If the breach or suspected breach relates to the principal, contact the Executive Manager: Industrial Relations / Human Resources, DOSCEL, on 03 5622 6600.

### 6.0 AUTHORITY, MONITORING AND REPORTING

DOSCEL, a Company incorporated under the *Corporations Act 2001* (Cth.), is the Governing Authority of primary and secondary schools in the Diocese of Sale, excluding Catholic College Sale and Lavalla Catholic College, Traralgon.

The Chief Executive Officer, DOSCEL, is responsible for the management and general administration of DOSCEL schools. Based on the principle of subsidiarity and in keeping with the DOSCEL Delegation Register for Schools, a broad range of duties, functions, powers and authority are delegated to the Principal. This includes the effective implementation of this Child Safety Code of conduct and the compliance obligations outlined in this code of conduct.

However, the Chief Executive Officer, DOSCEL, remains responsible for monitoring the development and implementation of this code of conduct and for providing reports as required to the Directors of the DOSCEL Board.

The Principal is responsible for:

- ensuring compliance with the obligations outlined in this code of conduct;
- assigning authority, responsibility and accountability at appropriate levels within the school for code of conduct implementation and compliance;
- providing delegated staff with the direction, support and resources necessary to fulfil code of conduct requirements;
- ensuring cyclic reviews of the code of conduct;
- reporting and escalating concerns, issues and code of conduct breaches to the Chief Executive Officer, DOSCEL, and working collaboratively with the Chief Executive Officer, DOSCEL, to resolve them.

Whilst the Principal will play an important role in effective implementation of this code of conduct and compliance with the Standards, it is noted that responsibility for compliance with the Standards ultimately remains with DOSCEL.

### 7.0 CHILD SAFETY CODE OF CONDUCT STATUS AND REVIEW

#### Approval

This Code of Conduct is endorsed by the Chief Executive Officer, DOSCEL.

<b>Implementation Date:</b>	September 2022
<b>Consultation:</b>	Consultation with staff and students in July 2022 and parents in September 2022.
<b>Review Date:</b>	September 2024

