Department of Education

Additional Conditions of Contract

Purchases up to $250,000 ex GST

The following Department of Education additional contract conditions apply to the Contract made on acceptance of the Supplier's Offer by the Customer, subject to applicable terms and conditions specified in the Request for Quote issued.

Entering department sites

A1. Where entry to Customer's Sites is required the Supplier's Personnel must not enter Site/s without firstly presenting to the Customer's office / reception / security desk to gain permission to enter the Site and/or deliver Goods to the Site. This includes deliveries to school departments, tuckshops, uniform shops, book shops or Outside School Hours Care facilities.

Criminal History Checks

A2. Upon the reasonable request of the Customer at any time during the Contract Term, the Supplier must conduct and provide to the Customer an original or certified copy of the result of a Criminal History Check or other check required by the Customer for Personnel involved in the supply of Deliverables under the Contract.

Blue Cards

A3. The Supplier must ensure that its officers, employees, agents and other persons involved with the supply of the Goods and/or Services under this Contract hold valid Blue Cards where required by law under the *Working with Children (Risk Management and Screening) Act 2000 (Qld)* prior to conducting any Services that involve contact with children under eighteen (18) years of age.

Child Safe Standards and related requirements

A4.1 Definitions for this clause:

'***Child Safe Organisations Act 2024***' or '***CSO Act***' means the *Child Safe Organisations Act 2024* (Qld), as amended from time to time..

'***Child safe entity***' has the meaning given by section 10 of the CSO Act. Schedule 1(6)(a) prescribes the Customer as a child safe entity.

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'***Child Safe Standards***' means the following standards outlined in section 9 of the CSO Act:

(a) child safety and wellbeing is embedded in the entity's organisational leadership, governance and culture;

(b) children are informed about their rights, participate in decisions affecting them and are taken seriously;

(c) families and communities are informed and involved in promoting child safety and wellbeing;

(d) equity is upheld and diverse needs respected in policy and practice;

(e) people working with children are suitable and supported to reflect child safety and wellbeing values in practice;

(f) processes to respond to complaints and concerns are child-focused;

(g) staff and volunteers of the entity are equipped with the knowledge, skills and awareness to keep children safe through ongoing education and training;

(h) physical and online environments promote safety and wellbeing and minimise the opportunity for children to be harmed;

(i) implementation of the child safe standards is regularly reviewed and improved;

(j) policies and procedures document how the entity is safe for children.

'***QFCC***' means the Queensland Family and Child Commission established under the CSO Act.

'***Reportable Allegation***' means an allegation or other information that leads a person to form a reasonable belief that a worker of a reporting entity has committed –

(a) Reportable Conduct; or

(b) misconduct that may involve Reportable Conduct.

It is irrelevant whether or not the conduct or misconduct is alleged to have occurred in the course of the Worker performing work for the Reporting Entity.

'***Reportable Conduct***' has the meaning given by section 26 of the CSO Act.

'***Reportable Conduct Scheme***' means the scheme established under Chapter 3 of the CSO Act.

'***Reportable Conviction***' has the meaning given by section 28 of the CSO Act.

'***Reporting Entity***' has the meaning given by section 29 of the CSO Act. Schedule 2(6)(a) prescribes the Customer as a reporting entity.

'***Universal Principle***' has the meaning given by section 11(2) of the CSO Act.

'**Worker**' has the meaning given by sections 8 and 32 of the CSO Act. The Customer's Workers include any of the Supplier's Personnel who perform work of any kind for the Customer and former Personnel of the Supplier if the Reportable Allegation or Reportable Conviction relates to a period of time when the relevant worker was performing work for the Customer.

A4.2 If the Supplier is a 'child safe entity' and / or a 'reporting entity' under the CSO Act, it must at all times during the Term of this Contract:

(a) ensure that it complies with the CSO Act; and

(b) provide written confirmation and evidence to the Customer within 5 Business Days upon request in writing that the Supplier is in compliance with the CSO Act including (but not limited to) implementation of the Child Safe Standards and the Universal Principle and the Reportable Conduct Scheme.

A4.3 The Customer is a 'reporting entity' for the purposes of the CSO Act and must comply with the requirements for notifying and investigating a Reportable Allegation and/or Reportable Conviction of any Worker who performs work of any kind for the Customer, including the Supplier's Personnel (including any Subcontractors and former Personnel of the Supplier). The Supplier must:

(a) as soon as practicable, notify the Customer in writing of the Supplier becoming aware of:

(i) a Reportable Allegation about a Worker;

(ii) a Reportable Conviction of a Worker,

to ensure that the Customer can comply with its obligations for notifying and investigating Reportable Allegations about, and Reportable Convictions of, the Customer's Workers.

(b) If requested by the Customer in writing, the Supplier must within the timeframe given for responding to the Customer's request (or if no timeframe is given, within 2 Business Days of such request), cooperate with any actions taken by the Customer and comply with any directions given by the Customer to comply with the CSO Act including (but not limited to):

(iii) the provision by the Supplier to the Customer of all information and documents concerning a Reportable Allegation and/or Reportable Conviction of the Supplier's Personnel (or former Personnel), including an updated Criminal History Check;

(iv) taking reasonable steps to mitigate risk as requested by the Customer, including removing the relevant Personnel in accordance with [clause 8.2(e) of the Comprehensive Contract Conditions // clause 7.2(e) of the General Contract Conditions]; and

(v) the taking of all necessary steps to assist the Customer with an investigation concerning a Reportable Allegation and/or Reportable Conviction of the Supplier's Personnel (or former Personnel), including taking all reasonable steps to ensure that the relevant Personnel participates and assists with such investigation.

A4.4 Any failure by the Supplier to cooperate with a request by the Customer under clause A4.3 or to comply with the CSO Act will provide the Customer a right to immediately terminate the Contract under [clause 21.1 of the Comprehensive Contract Conditions // Clause 20.1 of the General Contract Conditions].