



Student Name: \_\_\_\_\_

This **ACCESS AGREEMENT** is made:

**Between: (Parent)** \_\_\_\_\_

**And: (Service/Agency)** \_\_\_\_\_

**And: Rochedale South State School**

*Note: Please refer to the definitions of the above terms in clause 22 and the Schedule to this Agreement.*

## BACKGROUND

You\* have requested that the NDIS Provider be permitted to have access to the School for the purpose of delivering the NDIS Supports.

The School has approved the request, subject to You entering into this Agreement.

By signing this Agreement, You each acknowledge that You:

- (a) have read and understood; and
- (b) agree to,

the terms set out in this Agreement.

*\*Please refer to the definition of 'You' in clause 22.*

## TERMS

### 1. Parts of Agreement

1.1 In addition to the Background above, this Agreement is comprised of the following parts:

- (a) Part A, which contains general terms that apply to each of You;
- (b) Part B, which contains terms that apply to the Parent(s);
- (c) Part C, which contains terms that apply to the NDIS Provider;
- (d) Part D, which contains some definitions and rules of interpretation that apply generally to this Agreement; and

- (e) the Schedule, which contains some important details.

### PART A (GENERAL TERMS)

*Note: In this Part A, 'You' means each Parent as well as the NDIS Provider.*

#### 2. Commencement and duration

- 2.1 This Agreement commences on the date it has been signed by all parties and, subject to clause 2.2, will continue until the Expiry Date. If no Expiry Date is stated in the Schedule, this Agreement will continue until terminated.
- 2.2 If requested by the Parents, the School may (at its discretion) agree to extend the Expiry Date by an additional period as decided by the School. The School will notify each of You about any extended Expiry Date.

#### 3. Permission

- 3.1 Subject to the requirements in clause 15 (pre-conditions to access) being satisfied, the NDIS Provider and its Personnel will be permitted to:
  - (a) have access to the School; and
  - (b) use the Designated Room,
 for the purpose of delivering the NDIS Supports and on the terms of this Agreement.
- 3.2 The Permission remains at all times subject to the discretion and ongoing approval of the Principal.
- 3.3 Without limiting the operation of clauses 7 and 8\*, the Principal may, if the Principal considers it necessary or appropriate to do so, refuse or limit access to the School by the NDIS Provider on any particular day. The Principal will endeavour to inform the NDIS Provider in advance about such refusal or limit on access, provided that any failure to do so

does not limit the discretion under this clause.

*\*Clauses 7 and 8 deal with imposition of conditions on the Permission or suspension or cancellation of Permission.*

#### **4. Observance by School staff member**

##### 4.1 A School staff member:

- (a) will, at all times, be entitled to have 'line of sight' for; and
- (b) subject to clause 4.2, may be present in the room to observe,

delivery of the NDIS Supports and related interactions with the Student at the School.

##### 4.2 The Parents must notify the School if a particular NDIS Support is required to be delivered confidentially, in which case:

- (a) all reasonable efforts will be made to ensure that this confidentiality can be afforded, but at all times remaining subject to clause 4.1(a); and
- (b) if the School determines that it is not appropriate for a particular NDIS Support to be delivered on the basis described in subclause (a), the School may require that the NDIS Support not be delivered at the School.

#### **5. School not responsible**

5.1 Neither the School nor any of its employees or officers will be responsible for the delivery or quality of NDIS Supports delivered by the NDIS Provider.

5.2 The School will not be responsible for holding or maintaining reports or records about the delivery of the NDIS Supports, unless such reports or records are provided to the School by the Parents due

to their relevance to the learning support needs of the Student.

#### **6. Right to make information available**

Information about the NDIS Supports delivered at the School may be kept by the School and, subject to any law, may be made available to another school if the School considers it appropriate, for example if the Student moves to another school.

#### **7. Imposition of conditions**

The School may, at any time and without having to give any reason, place conditions on the Permission. The School will notify each of You about any such conditions.

#### **8. Termination or suspension of access**

8.1 The School may, at any time and without having to give any reason, suspend or cancel the Permission. Each of You will be notified about any such suspension or cancellation.

##### 8.2 Where the Permission is:

- (a) suspended, that suspension will continue for such duration as the School may decide; and
- (b) cancelled, this Agreement will immediately terminate and the NDIS Provider will not be permitted to have access to the School unless a new agreement regarding access is entered into with the School.

8.3 No compensation, including compensation for loss of anticipated earnings, will be paid in respect of suspension or cancellation of the Permission or termination of this Agreement.

## 9. Liaison with School

- 9.1 Except where formal notice of a matter is required under this Agreement, Your contact with the School is to be through the School Contact Officer. However, if the School Contact Officer is unavailable, You may contact the School about any matter through the Principal.
- 9.2 Where this Agreement states that any party may 'inform' another party about a particular matter, that may be done by that party verbally or in writing and, in the case of the School, may be through the School Contact Officer or any other person authorised by the School.

## 10. Notices

- 10.1 Except where stated otherwise and subject to clause 9.2, where this Agreement requires a notice to be given (including where it refers to any matter that a party is to notify or be notified about), the notice must be in writing, given by an authorised person on behalf of the party giving the notice and be delivered by hand, mail or email to the relevant party's address as specified in item 9 of the Schedule, or any substitute address as may have been notified in writing by that party from time to time.
- 10.2 A notice will be deemed to be given:
- (a) if posted by express post – three (3) School Days after the date of posting;
  - (b) if posted by regular post – four (4) School Days after the date of posting;
  - (c) if delivered by hand during a School Day – on the date of delivery; or
  - (d) if delivered by email on a School Day, on the date of the email;

except that a delivery received after 3:00pm (local time of the receiving party) will be deemed to be given on the next School Day.

## 11. General

- 11.1 This Agreement constitutes the entire Agreement between the parties in relation to its subject matter and supersedes all prior negotiations, arrangements and agreements.
- 11.2 No provision of this Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving party.
- 11.3 This Agreement will be construed according to the law of Queensland and the parties agree to submit to the jurisdiction of the courts of Queensland.
- 11.4 All parties must comply with all relevant laws in performing their obligations under this Agreement.
- 11.5 Without limiting the general law, the following clauses will survive termination or expiry of this Agreement:
- (a) clause 6 (School not responsible);
  - (b) clauses 8.2 and 8.3 (consequences of suspension or cancellation of Permission);
  - (c) clause 12 (release);
  - (d) clauses 17.1 1.1(b) (payment of invoiced amounts);
  - (e) clause 19 (record keeping);
  - (f) clause 20 (no liability); and
  - (g) clause 21 (privacy).
- 11.6 If any part of this Agreement is determined to be invalid, unlawful or unenforceable for any reason then that part will be severed from the rest of the

Agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

- 11.7 Each party must do all things reasonably required to give effect to this Agreement.
- 11.8 You do not have any authority to bind the School and You must not represent, and the NDIS Provider must ensure that none of its Personnel represent, to any person that You or they (as the case may be) are an employee, partner or agent of the School.
- 11.9 You cannot assign (or purport to assign) Your rights or obligations under this Agreement without the prior consent of the School.
- 11.10 Each party must pay its own costs of and incidental to the negotiation, preparation and execution of this Agreement.
- 11.11 This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument. This Agreement may be executed or delivered by facsimile transmission or electronic transmission with the same force and effect as if it were manually executed and delivered in counterpart.

## **PART B (PARENTS)**

*Note: In this Part B, 'You' means each Parent.*

### **12. Release of Claims**

You release and discharge the School and its employees and officers from any Claim that You might otherwise be able to make, bring against or recover from any of them as a result of, or in connection with, Your access to the School or delivery of NDIS Supports.

### **13. Involving an advocate**

- 13.1 You must ensure that the School is notified as soon as possible about any changes to the NDIS Supports to be delivered to the Student at the School.
- 13.2 If You wish to have an advocate involved on Your behalf in any discussion with the School, You may do so provided that You first inform the School.
- 13.3 Where there is more than one of You:
- (a) a notice or other communication (verbally or in writing) given to any one of You by the School will be considered as notification or communication to all of You; and
  - (b) the School will be entitled to rely on a notification, communication, request or consent given by any one or more of You as if it was given by all of You.

## **PART C (NDIS PROVIDER)**

*Note: In this Part C, 'You' means the NDIS Provider.*

### **14. Representations and warranties**

You have disclosed to the School any prior termination of an agreement that was of a similar nature or had a similar purpose to this Agreement.

### **15. Pre-conditions to access**

Before You or Your Personnel have access to the School, You must provide to the School certified copies of relevant documents evidencing that You and each of Your Personnel:

- (a) has satisfactorily completed:
  - (i) the Department's 'Mandatory All-Staff Training'; and
  - (ii) all necessary health care training, including first aid,

CPR and anaphylaxis training;

- (b) has satisfied any other requirements as notified to You by the School;
- (c) holds a current positive notice blue card (or is entitled to an exemption) under the *Working with Children (Risk Management and Screening) Act 2000*; and
- (d) holds all other necessary qualifications or approvals to undertake the activities required as part of delivering the NDIS Supports.

## 16. Maintain insurance and training

You must ensure that, at all times during the term of this Agreement:

- (a) You hold and maintain:
  - (i) workers' compensation insurance for an amount not less than the minimum level required by the *Workers' Compensation and Rehabilitation Act 2003* (or personal injury insurance where You are a sole trader undertaking work on Your own behalf);
  - (ii) professional indemnity insurance for not less than \$2 million per claim; and
  - (iii) public liability insurance for not less than \$20 million per claim; and
- (b) the training, qualifications, approvals and other matters referred to in clause 15 are maintained and remain current.

## 17. Designated Room and equipment

17.1 You agree to pay the Designated Room Fee (if any), as invoiced to You by the School.

17.2 The School may, from time to time (including due to operational requirements) change the Designated Room, either on a temporary or ongoing basis. The School will inform You about any such change.

17.3 Unless approved in advance by the School and except for the Designated Room, You must not use any School equipment or other property of, or controlled by, the School. Where the School approves Your use of any equipment or other property:

- (a) the School may, at its discretion, charge a fee for the use of that equipment or property and will inform You about that fee; and
- (b) You agree to pay any such fee as invoiced to You by the School.

## 18. Compliance and other obligations

18.1 You and each of Your Personnel must:

- (a) comply with all relevant laws, regulations and the requirements of any statutory authority while at the School;
- (b) comply with all policies, procedures or requirements from time to time notified by the School including with respect to (without limitation) in relation to workplace, health and safety matters;
- (c) be easily identifiable as non-School staff, for example through wearing a standard uniform with Your logo and/or identification badge;
- (d) only access the Designated Room and such other parts of the School as required for access to and exit from the Designated Room;

- (e) not associate or interact with, or obtain or seek to obtain any personal information about other students at the School;
  - (f) not leave any materials or equipment unattended or unsecured at the School, and remove all of Your equipment at the end of each visit to the School;
  - (g) ensure that any equipment brought into the School is fit for purpose and complies with all applicable standards; and
  - (h) have Your (and, for Your Personnel, their) Blue Card and photo identification sighted by the School at each visit to the School.
- 20.2 You indemnify the School and each of its employees, officers and contractors (each an *Indemnified*) from and against all Claims (including Claims made by a Parent, any of Your Personnel or any third party) which may be suffered or incurred by, or brought against, any of them, directly or indirectly, in connection with:
- (a) Your, or any of Your Personnel's, access to the School or delivery of the NDIS Supports under this Agreement;
  - (b) a breach of this Agreement by You; or
  - (c) any negligent, unlawful or wilful act or omission of You or any of Your Personnel,

18.2 You are solely responsible for the care, maintenance and repair of any equipment that You or Your Personnel bring into the School.

## 19. Record keeping

Without limiting clause 5.2, You are responsible for keeping Your own records of all NDIS Supports delivered at the School and about all related matters.

## 20. No liability

20.1 To the maximum extent permitted by law:

- (a) Your and Your Personnel's access to the School under this Agreement is at Your sole risk;
- (b) You acknowledge and agree that neither the School nor any of its employees or officers are responsible for, or in relation to, the delivery of the NDIS Supports; and
- (c) You release and discharge the School and its employees and officers from any Claim that You might otherwise be able to make, bring against or recover from any of

them as a result of, or in connection with, Your, or any of Your Personnel's, access to the School or delivery of the NDIS Supports.

except to the extent that a negligent act or omission of the Indemnified caused or contributed to the Claim.

## 21. Privacy

21.1 You and Your Personnel must strictly comply with all privacy and confidentiality obligations to which You are subject, including under the NDIS Act and the *Privacy Act 1988* (Cth), in relation to Your delivery of the NDIS Supports.

21.2 Personal information about School students, including the Student, is subject to a duty of confidentiality under section 426 of the EGP Act. You agree that, without limiting any of Your other obligations, You must (and must ensure that Your Personnel) act in a way that is consistent with that section and as if You (and each of them) were a person to whom that section applies.

21.3 Without limiting clause 18.1(e), if You or any of Your Personnel obtains personal information (as defined in section 426(5) of the EGP Act), You must:

- (a) notify the School immediately; and
- (b) comply with any directions that the School may give to You about that personal information, which may include a requirement to execute, or procure Your Personnel to execute, a binding privacy deed relating to that personal information on such terms as the School decides.

## PART D (DEFINITIONS AND INTERPRETATION)

### 22. Definitions

In this Agreement, unless the context requires otherwise, the following definitions apply:

**Agreement** – means this document (including the Schedule) as amended from time to time;

**Claim** - means any claim, action, right, proceeding, demand, cost, loss, damage and expense;

**Department** - means the Queensland Government Department of Education, or such other department from time to time having responsibility for State schools in Queensland;

**Designated Room** - means the room or other area within the School described in item 7 of the Schedule, or such other room or location as the School from time to time informs the NDIS Provider;

**Designated Room Fee** means the fee (if any) stated in item 8 of the Schedule or any fee for use of the Designated Room as subsequently notified to the NDIS Provider by the School;

**EGP Act** - means the *Education (General Provisions) Act 2006* (Qld);

**Expiry Date** - means the date specified in item 5 of the Schedule;

**NDIS** - means the National Disability Insurance Scheme established under the NDIS Act;

**NDIS Act** means the *National Disability Insurance Scheme Act 2013* (Cth);

**NDIS Plan** - means a plan that is in effect under section 37 of the NDIS Act;

**NDIS Provider** means the person or entity named in item 2 of the Schedule;

**NDIS Supports** - means supports under the Student's NDIS Plan, to be delivered to the Student at the School by or on behalf of the NDIS Provider and as described in item 6 of the Schedule (including, subject to clause 13.1, as changed from time to time);

**Parent** – means each person named in item 1 of the Schedule;

**Part** means a part of this Agreement;

**Permission** means the permission granted to the NDIS Provider under clause 3;

**Personnel** or **Your Personnel** – The NDIS Provider's officers, employees and contractors that are to be involved in the delivery of the NDIS Supports;

**Principal** - means the person appointed as, or from time to time acting in the capacity as, principal of the School;

**School** - means the School named in item 4 of the Schedule and, where appropriate, includes the School's premises;

**School Contact Officer** - means the person named in item 10 of the Schedule;

**School Day** - means a school day within the term dates for the calendar year as set out in the Queensland State school calendar at:

[www.qld.gov.au/education/schools/information/pages/holidays](http://www.qld.gov.au/education/schools/information/pages/holidays);

**Student** - means the student enrolled at the School and named in item 3 of the Schedule; and

**You** – means:

- (a) except for Parts B and C, each Parent and the NDIS Provider;
- (b) for Part B, each Parent; and
- (c) for Part C, the NDIS Provider.

deemed to bind them jointly and severally; and

- (h) where the day on or by which any act, matter or thing is to be done is not a Day, the act, matter or thing may be done on the next School Day.

### 23. Interpretation

In this Agreement, unless the context requires otherwise:

- (a) a reference to a person includes a reference to individuals and other entities recognised by law;
- (b) a reference to a ‘party’ means a party to this Agreement;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) all monetary amounts refer to Australian currency;
- (e) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (f) the singular includes the plural and vice versa and words importing one gender include a reference to all other genders;
- (g) a covenant or Agreement on the part of two or more persons will be



Item	Description	Details-
1.	<b>Parent(s)/ Carers</b>	
2.	<b>NDIS Provider</b> (full legal name)	
3.	<b>Student</b>	
4.	<b>School</b> (on behalf of State of Queensland, through the Department of Education)	Rochedale South State School
5.	<b>Expiry Date</b>	_____/_____/_____ <i>*Please refer to clause 2.2 about extension of the Expiry Date.</i>
6.	<b>NDIS Supports</b>	<i>*Please refer to clause 13.1 about notifying changes to the NDIS Supports.</i>
	<b>[Type of NDIS Supports]</b>	
	<b>[Frequency/days to be delivered]</b>	
	<b>[Times to be delivered]</b>	
	<b>[Other information]</b>	
7.	<b>Designated Room</b> (this can be subject to resources on site)	<i>[*Please refer to clause 17.2 about changes to the Designated Room.</i>
8.	<b>Designated Room Fee</b>	<b>‘Nil’*</b> <i>*If no amount (or ‘nil’) is stated, no fee is payable for use of the Designated Room unless subsequently notified by the School.</i>
9.	<b>Addresses for notices</b>	Rochedale South State School 15-37 Wendron Street ROCHEDALE SOUTH QLD 4122 T: 3340 0777  Email: Admin@rochedalesouthss.eq.edu.au

		<p>Attention: The Principal</p> <p>Copy: Head of Inclusive Education</p> <p><b>Parents</b></p> <p>Address:</p> <p>Postal Address:</p> <p>Telephone:</p> <p>Email:</p> <p>Attention:</p> <p><b>NDIS Provider/ Agency Provider</b></p> <p>Address:</p> <p>Postal Address:</p> <p>Telephone</p> <p>Email:</p> <p>Attention:</p>
<p><b>10.</b></p>	<p><b>School Contact Officer</b></p>	<p>Head of inclusive Education or such other person as may from time to time be notified by the School.</p>

**SIGNED** on the respective dates set out below.

**Signed** as Principal of Rochedale South State School (for and on behalf of State of Queensland, through the Department Of Education)

*Signature*

.....

*Stacey Wood, Principal*

...../...../2024

**Signed as Parent/ Carer**

*Name*

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*Signature*

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...../...../2024

**Signed as provider/Agency**

*Name*

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*Signature*

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*Legal name of Provider/Agency*

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...../...../2024