

Date _____

Contract for Services – Pastoral Care and Counselling

Crown Melbourne Limited
ABN 46 006 973 262

Chaplains Without Borders Pty Ltd
ABN 91 124 354 150

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- (b) more than half of the voting power (as defined in the Corporations Act) of the company; or
- (c) more than half of the issued shares of the company.

Force Majeure Event means any occurrence or non-occurrence as a result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this document and that is beyond the reasonable control of that party, including forces of nature and action or inaction by a Government Agency, but excluding any industrial dispute.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as in the GST Act.

GST Act means the same as "GST Law" means in the A New System (Goods and Services Tax) Act 1999 (Cth).

Initial Term means the period specified in item 6 of Schedule 1.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event under the laws of any applicable jurisdiction.

Intellectual Property means all present and future rights conferred by law in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, excluding Moral Rights.

Key Personnel means, in respect of a particular task, the Personnel nominated in item 11 of Schedule 1 for that task, or otherwise approved by Crown.

Liability means, in relation to a person, any liability or obligation however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Loss includes any loss, damage, Liability, cost or expense however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Personnel means any directors, officers, employees, agents or subcontractors of the Contractor, engaged or used in the provision of the Services to Crown.

Services means the services described in item 4 of Schedule 1.

Term means the term set out in clause 3.1.

1.2. Rules for Interpreting this Document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other genders.
 - (d) If a word is defined, another part of speech for that word has a corresponding meaning.
 - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (f) The expression this document includes the agreement, arrangement, understanding or transaction recorded in this document.
 - (g) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
 - (h) A reference to dollars or \$ is to an amount in Australian currency.
 - (i) Termination includes expiry of the Term of this document by natural passing of time.
 - (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

1.3. Non Business Days

If the day on or by which a person must do something under this document is not a Business Day, the person must do it on or by the next Business Day.

1.4. Consents

Where this document contemplates that a party may agree or consent to something (however it is described), that party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,
- (c) unless this document expressly states otherwise.

2. Engagement

2.1. Appointment

Crown appoints the Contractor, as an independent contractor to provide the Services to Crown on the terms and conditions of this document. The Contractor accepts that appointment.

2.2. Non-exclusive Supply

The appointment by Crown of the Contractor to provide the Services is not exclusive. Crown (and each of its related bodies corporate) may itself or by additional contractors undertake work or services similar to the Services.

2.3. Nature of Relationship

- (a) The parties are independent contractors. Nothing in this document is to be treated as creating a partnership and no party may act as agent of or in any way bind any other party to any obligation.
- (b) In particular and without limiting paragraph (a), the Contractor must:
 - (i) not hold itself out as the agent of Crown in its dealings with third parties; and
 - (ii) not purport to incur any obligation, or make any promise, contract, undertaking, warranty or representation, on behalf of Crown.

3. Term

3.1. Term

Subject to clause 3.3, the rights and obligations under this document begin on the Commencement Date, and, unless terminated earlier in accordance with clause 14, continue:

- (a) for the Initial Term; and
- (b) for the Additional Term (if any), provided that at least 30 days prior to the expiry of the Initial Term, Crown gives the Contractor written notice that the Term is to be extended for the Additional Term.

3.2. Rollover

At the expiration of the Initial Term or the Additional Term (if any), this Agreement will continue on foot until either party terminates it by giving the other party 30 days written notice.

3.3. Condition Precedent

This document is of no force or effect:

- (a) where this document is a "controlled contract" for the purposes of the *Casino Control Act 1991 (Vic)*, until the condition precedent specified in clause 11.2(b) have been satisfied; and
- (b) in all cases, where Crown elects to undertake probity checks in respect of the Contractor and the Personnel, until Crown's compliance department approves entry into and the operation of this document, after conducting those probity checks (unless otherwise agreed by Crown in writing).

4. Provision of Services

4.1. Services

- (a) From the Commencement Date until expiry of the Term, the Contractor must provide the Services to Crown.
- (b) If incidental services or functions are required for the proper performance of the Services, the Contractor agrees those incidental services and functions will be taken to be included in the scope of the Services. The Contractor also agrees that minor and reasonable requests will be accommodated as part of the Services at no additional cost notwithstanding that they are not specifically set out in this document.

4.2. Key Obligations

The Contractor must:

- (a) subject to clause 6, maintain the confidentiality of all counselling sessions;
- (b) ensure that the Services are performed in a timely, professional and cost efficient manner;
- (c) ensure that the Services meet their purposes, are complete and are performed in a manner that achieves all standards of performance included in or referred to in this document;
- (d) seek to identify, manage and mitigate risks within its control;

- (e) conduct itself in a spirit of co-operation and good faith;
- (f) comply with all applicable laws and hold all necessary authorisations, permits or licences required in connection with the provision of the Services;
- (g) comply with any reasonable and lawful instruction or direction of Crown relating to the performance of the Services;
- (h) not act in any manner that could disrupt or adversely affect Crown's business reputation, interests or goodwill;
- (i) depending on the circumstances, refer clients to an appropriate medical practitioner if necessary;
- (j) not criticise Crown, provide any opinion in relation to gambling or make any statement that could affect Crown's reputation; and
- (k) avoid conflicts of interest.

4.3. Standard of Care

The Contractor must perform the Services:

- (a) in a commercial, prudent and reasonable manner;
- (b) in accordance with suitable and appropriate methods and practices;
- (c) promptly and to industry standards;
- (d) with the degree of professional skill, care and diligence that may reasonably be expected of a skilled, professional person, suitably qualified and experienced, in the performance of services similar to the Services; and
- (e) in a manner that could reasonably be expected to enable Crown to discharge its duties under applicable laws (including, for the avoidance of doubt any amending legislation in accordance with clause 1.2(a)(i)).

4.4. General Obligations

The Contractor must:

- (a) ensure that, at all times, it maintains and allocates adequate resources to fully discharge all its obligations under this document (including adequate skilled Personnel, tools, working capital, computer and other systems, communication facilities and administrative support);
- (b) make all reasonable efforts to not interfere with Crown's businesses and operations when performing the Services or otherwise performing its obligations under this document;
- (c) where relevant, develop and maintain, with Crown's cooperation, a disaster recovery plan in relation to any interruption to the provision of the Services;
- (d) promptly notify Crown if any of the Services (or the provision of the Services) conflict with any applicable law or any authorisation, permit or licence held in connection with the provision of the Services;
- (e) when providing the Services on Crown Premises, comply with:
 - (i) the occupational health and safety requirements described in clause 5.5; and
 - (ii) Crown's code of conduct and other applicable workplace behaviours policies provided, notified or made available by Crown to the Contractor from time to time; and
- (f) ensure that all Personnel used in providing the Services are familiar with all applicable policies and procedures of Crown.

5. Key Personnel and Personnel

5.1. Key Personnel

- (a) The Contractor must use the Key Personnel to perform the tasks nominated for those personnel in item 11 of schedule 1.
- (b) If the engagement of any Key Personnel ceases for any reason, the Contractor must immediately:
 - (i) notify Crown of the cessation of those Key Personnel and reasons for the cessation;
 - (ii) consult with Crown on a suitable replacement of those Key Personnel; and
 - (iii) obtain Crown's prior written consent for any replacement of those Key Personnel, such consent not to be unreasonably withheld.
- (c) If the Key Personnel cannot provide the Services for any reason, including due to taking leave or holidays, the Contractor must provide Crown prior notice and advise Crown the Personnel that will replace the Key Personnel during the period of absence.

5.2. Engagement of Personnel

- (a) The Contractor must only engage or employ persons or organisations to perform the Services who:
 - (i) are properly qualified and adequately experienced to perform the duties allocated to them;
 - (ii) exhibit a high standard of work and conduct and are of good reputation and standing; and
 - (iii) are not disqualified by law from being concerned or engaged in the provision of Services.
- (b) The Contractor must ensure that all Personnel, if requested by Crown, undergo probity checks similar to those performed for Crown's employees (which may include criminal record checks).
- (c) If Crown notifies the Contractor that any Personnel, is not, or have ceased to be, acceptable for any reason, the Contract must immediately cease using that person in the provision of the Services.

5.3. Personnel Obligations

- (a) The Contractor must ensure that all Personnel while performing the Services:
 - (i) comply with all applicable laws, policies, procedures, rules, regulations, standards of conduct, requirements and directions of Crown;
 - (ii) do not represent in any way that they are employees of Crown;
 - (iii) act diligently, ethically, soberly and honestly and perform their duties with due care, skill and diligence;
 - (iv) conduct themselves in a manner which is consistent with Crown's best interests; and
 - (v) do not act in any manner that could disrupt or adversely affect Crown's business reputation, interests or goodwill.
- (b) In addition, and without limitation to paragraph (a), the Contractor must ensure that all Personnel while performing the Services on Crown Premises:
 - (i) comply with all requirements and directions of Crown in respect of use of the Crown Premises and equipment, or contact with Crown's staff or customers;
 - (ii) comply with all relevant policies and procedures of Crown (including Crown's code of conduct, other applicable workplace behaviour policies and occupational health and safety requirements referred to in Clause 4.4(e));

- (iii) comply with all security arrangements and arrangements in relation to access to restricted areas;
- (iv) promptly comply with all requests from Crown (or any contractor providing security services to Crown) to open for inspection any bag, package or item which is in their possession when entering, leaving or at any time while at the Crown Premises, and any locker made available by Crown;
- (v) do not take, use, or be under the influence of, alcohol or any drug, unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;
- (vi) do not sexually harass any person or unlawfully engage in any discriminatory behaviour;
- (vii) carry and display at all times appropriate company identification; and
- (viii) maintain a high standard of presentation, grooming and professional behaviour and not display any tattoos.

5.4. Employees

- (a) All Personnel are employees, subcontractors or agents of the Contractor. Nothing in this document is to be treated as having the effect that employees of the Contractor in connection with the provision of the Services will be employees of Crown.
- (b) The Contractor must comply with all applicable legal obligations in respect of its employees.
- (c) The Contractor is solely responsible and liable for, and must pay as and when due:
 - (i) all remuneration payable to, and all other entitlements of, its employees, subcontractors and agents; and
 - (ii) all contributions or payments required by law to be paid to, in respect of, or arising in relation to, the employment or engagement of any employee, subcontractor or agent engaged by the Contractor in connection with the provision of the Services.
- (d) If Crown is liable to make any payment of any amount referred to in paragraph (c), the Contractor must reimburse Crown for any such payment.

5.5. Occupational Health and Safety

- (a) The Contractor must, and must ensure that the Personnel, comply with all relevant occupational health and safety laws (including the Occupational Health and Safety Act 2004 (Vic)), codes and standards.
- (b) The Contractor must comply with all CrownSAFE Procedures, as notified by Crown to the Contractor from time to time, including (where applicable):
 - (i) Risk Management;
 - (ii) Incident Management and Issue Resolution;
 - (iii) Contractor Management (including Project Management and Event Management);
 - (iv) Emergency Management; and
 - (v) Health & Safety Training & Induction.
- (c) To the extent permitted by law, the Contractor indemnifies Crown against, and must pay to Crown on demand the amount of any Loss or Claim arising directly or indirectly out of or in connection with any failure to comply with or breach by the Contractor of its obligations under this clause 5.5. To avoid doubt, this indemnity extends to any costs incurred by Crown in taking steps to ensure compliance with relevant occupational health and safety laws, code and standards, where those steps should have been taken by the Contractor.

6. Crown's Role

6.1. Access to Facilities

Crown must make available to the Contractor and the Personnel the facilities specified in item 12 of Schedule 1, at any time when the Contractor is providing the Services.

6.2. No Duty on Crown

Except as expressly provided for in this document, Crown does not assume any duty to:

- (a) advise the Contractor;
- (b) supervise or control the performance of the Services;
- (c) ensure the proper performance of any of the Contractor's obligations; or
- (d) exercise any discretion for the benefit of the Contractor.

6.3. Directions and Information

- (a) Crown must provide to the Contractor directions, instructions or information which is requested by the Contractor and which is reasonably necessary to assist the Contractor in the performance of its obligations.
- (b) Where the Contractor considers that any directions, instructions or information is inadequate or incomplete, it must notify the Contract Controller, as soon as practicable, so as not to cause delay to the Services.

6.4. Inspections and Approvals

Any inspection or the giving of any direction, instruction, information, permission or approval by Crown does not:

- (a) constitute a waiver of any breach; or
- (b) affect the Contractor's obligations and its sole responsibility for the performance of the Services.

7. Records and Reports

The Contractor must provide Crown a monthly report and an annual report setting out the following information:

- (a) number of clients seen during the period including number of patrons and number of staff;
- (b) duration of each session;
- (c) a breakdown of the different categories of client issues and the number of clients within each category.

8. Fees, Invoicing and Payment

8.1. Hourly Fee and Expense

In consideration of the Contractor providing the Services, Crown must pay to the Contractor the fees specified in item 8 of Schedule 1 in respect of each hour legitimately spent by the Contractor in providing the Services (and evidenced in writing by time sheets or as otherwise agreed by Crown).

8.2. Monthly Invoices

- (a) On the 15th day of each month, the Contractor must submit an invoice for the fees and expenses payable in respect of the provision of the Services during the preceding month.
- (b) The invoice must:
 - (i) contain sufficient detail to allow Crown to reconcile the fees to be paid and expenses to be reimbursed for that preceding month, including details of:
 - (A) the Services performed by the Contractor during that preceding month;

- (B) details and supporting documentation for all expenses for which the Contractor is seeking reimbursement;
- (ii) must be in the form of a tax invoice for GST purposes.

8.3. Payment of Invoices

- (a) Subject to paragraph (b), Crown must pay the invoiced amount to the Contractor within 30 days after the end of the month in which the relevant invoice is received by Crown.
- (b) If Crown, in good faith, disputes an invoice, it may issue a dispute notice under clause 15, in which case:
 - (i) Crown must pay the non-disputed component of the invoice (if any) within 30 days of receipt of the invoice; and
 - (ii) Crown is not obliged to pay the disputed component of the invoice until the dispute has been resolved.

8.4. Set-off

Crown may deduct and set-off from any moneys otherwise due to the Contractor by Crown from any money due to Crown by the Contractor. This right of set-off is without prejudice to or in limitation of any other remedies of Crown.

9. GST

9.1. Definitions

Words defined in the GST Act have the same meaning in this clause 9.

9.2. GST Payable in Addition to Consideration

In addition to paying or providing the consideration (which is exclusive of GST), the recipient must:

- (a) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under or in connection with this document, without deduction or set off of any other amount; and
- (b) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.

9.3. Adjustments

The supplier must promptly create an adjustment note for, or apply to the Commissioner for, a refund of, and refund to the recipient any overpayment by the recipient for GST, but the supplier need not refund to the recipient any amount for GST paid to the Commissioner of Taxation unless the supplier is entitled to a refund or credit of that amount.

9.4. GST on Claims

- (a) If a party provides a payment for or any satisfaction of a claim or a right to claim under or in connection with this document that gives rise to a liability for GST, the provider must pay, and indemnify the recipient on demand against, the amount of that GST.
- (b) If a party has a claim under or in connection with this document for a cost on which that party must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which that party is entitled to an input tax credit).
- (c) If a party has a claim under or in connection with this document whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

9.5. Rules in Respect of GST

- (a) If a person is a member of a GST group, references to GST which the person must pay and to input tax credits to which the party is entitled include GST which the representative member of the GST group must pay and input tax credits to which the representative members is entitled.
- (b) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Act, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

10. Indemnities and Insurance

10.1. General Indemnity

The Contractor indemnifies Crown against, and must pay to Crown on demand the amount of, any Loss or Claim arising directly or indirectly out of or in connection with any act or omission (including negligence) of the Contractor or its Personnel (including subcontractors) in providing or failing to provide the Services, including (without limitation), any Loss or Claim arising from:

- (a) breach by the Contractor (or its Personnel) of the Contractor's obligations under this document;
- (b) any loss, damage or destruction of any records, files and materials provided to the Contractor;
- (c) the Contractor (or its Personnel) acting outside the scope of its authority under this document; and
- (d) fraud, misrepresentation or wilful misconduct by the Contractor or its Personnel.

10.2. Indemnity for Property Damage and Injury and Intellectual Property

The Contractor indemnifies Crown against, holds Crown and Crown's employees, agents and contractors harmless from, and must pay to Crown on demand the amount of:

- (a) any Loss (including damage) suffered by any property owned by or under the control of Crown or Crown's employees, agents or contractors; and
- (b) any Loss or Claim suffered or incurred by Crown or Crown's employees, agents or contractors in connection with:
 - (i) any injury or loss of life of any kind; or
 - (ii) any Loss (including damage) to any property; and
 - (iii) the provision of the Services,
- (c) (including in each case, consequential Loss) arising directly or indirectly out of or in connection with any act or omission (including negligence) of the Contractor or its Personnel (including subcontractors) in providing or failing to provide the Services.

10.3. Operation and Nature of Indemnity

- (a) Each indemnity given in clause 10.1 and 10.2:
 - (i) is a continuing obligation of the indemnifying party, whether or not legal proceedings are instituted, and despite any settlement of account or the occurrence of any other thing, and survives the termination of this document;
 - (ii) is an additional, separate and independent obligation of the indemnifying party and no one indemnity limits the generality of any other indemnity;
 - (iii) applies whether the loss or damage arises in connection with negligence, misrepresentation, or other cause; and
 - (iv) includes legal expenses on a full indemnity basis and damages and other compensation paid on the advice of legal advisers to compromise or settle any claim, whether of the parties or another person.

- (b) Crown may recover a payment under the indemnity given in clause 10.1 and 10.2 before it makes the payment in respect of which the indemnity is given.

10.4. Insurance

- (a) During the Term, the Contractor must effect and maintain at its own expense:
- (i) any and all insurance policies necessary or desirable in respect of the Contractor's statutory and common law liability for any death of, illness or injury to persons employed by the Contractor (and where permitted by law, those insurance policies must indemnify Crown for any statutory liability to the Contractor's employees);
 - (ii) a professional indemnity insurance policy with a reputable insurer for an amount not less than the amount specified for professional indemnity insurance in item 13 of Schedule 1; and
 - (iii) any and all other insurance policies identified in item 13 of Schedule 1, with a reputable insurer.
- (b) The Contractor must maintain a professional indemnity insurance policy which satisfies the requirements of clause 10.4(a)(ii) for a period of at least 6 years following expiry or earlier termination of the Term.
- (c) The Contractor must, on the date of this document, and at least 7 days before each renewal date of each of the relevant insurance policies, give to Crown evidence of the policies of insurance required under this clause 10.4, including certified copies of the cover notes and certificates of currency and copies of the policy wording and schedules.
- (d) If the Contractor fails to obtain or maintain any of the insurances required by this document, Crown may effect and maintain those insurances and may recover from the Contractor the amount of any premiums paid to do so. This sub-clause does not impose any responsibility on Crown to effect or maintain any insurances or relieve the Contractor from its responsibility to effect and maintain insurances.

10.5. Survival of Obligations

The obligations in this clause 10 survive any termination or expiry of this document.

11. Casino Control Act

11.1. Definitions

The following definitions apply in this clause 11.

Casino Control Act means the *Casino Control Act* 1991 (Vic).

Contractor's Licensed Personnel means those of the Contractor's Personnel who Crown requires to be licensed pursuant to Part 4 of the *Casino Control Act*.

Controlled Contract means a controlled contract for the purposes of the *Casino Control Act*.

Special Licence means the licence issued by the VCGR to certain persons working within Crown Premises in accordance with Part 4 of the *Casino Control Act*.

VCGR means the Victorian Commission for Gambling Regulation.

11.2. Controlled Contracts

If this document is a Controlled Contract, then:

- (a) this document is of no force or effect until, in accordance with section 30 of the *Casino Control Act*, either:
- (i) the VCGR or Crown's compliance department (as the case requires) has approved the entry into and operation of this document; or
 - (ii) notice in writing has been given to the VCGR of the details of this document and the period during which the VCGR is empowered to give written notice of its objection to the proposed entry into this document has expired without that notice being given to Crown;

- (b) the Contractor must comply with:
 - (i) all requirements of the VCGR in relation to controlled contract registration;
 - (ii) all of Crown's procedures and requirements in relation to probity checks and inquiries and casino licensing; and
 - (iii) all other relevant requirements of the Casino Control Act.

11.3. Termination by VCGR

- (a) If this document is a Controlled Contract, it may be terminated:
 - (i) by the VCGR under section 32 of the *Casino Control Act*; or
 - (ii) by any party on receipt of a written notice from the VCGR lawfully requiring the termination of this document, in accordance with the terms of that notice.
- (b) If a notice is issued by the VCGR under section 32 of the *Casino Control Act*, the Contractor must, if requested by Crown, co-operate in good faith with Crown and do all things reasonably required by Crown to persuade the VCGR, in accordance with section 32 of the *Casino Control Act*, why this document should not be terminated.
- (c) The parties acknowledge that, in accordance with section 33 of the *Casino Control Act*, if this document is a Controlled Contract:
 - (i) termination of this document by the VCGR does not affect a right acquired, or a liability incurred, before that termination; and
 - (ii) no liability for breach of contract is incurred by a party only because of that termination.

11.4. Subcontracting

If this document is a Controlled Contract and the Contractor wishes to subcontract part of its obligations under this document, then the Contractor is responsible for ensuring that any proposed subcontractor is:

- (a) approved by the VCGR;
- (b) complies with all the requirements of the VCGR in relation to controlled contract registration;
- (c) complies with all of Crown's procedures and requirements in relation to probity checks and inquiries and casino licensing; and
- (d) complies with all other relevant requirements of the *Casino Control Act*.

11.5. Special Licence

If required by the *Casino Control Act*, the Contractor (at its own risk and expense) must obtain and maintain Special Licences for the relevant Personnel.

11.6. No Gambling by Contractor's Licensed Personnel

- (a) During the Term and for a period of 3 months after the Term, the Contractor's Licensed Personnel are prohibited from gambling at any gaming facility in the Crown Premises.
- (b) The Contractor acknowledges that:
 - (i) breach of the prohibition in paragraph (a) is a material breach and may result in legal sanction; and
 - (ii) Crown will strictly enforce the prohibition in paragraph (a) and may immediately terminate this document and take such other action as it deems necessary or desirable for any breach of that prohibition.
- (c) The Contractor must notify all Contractor's Licensed Personnel (prior to them providing the Services to Crown):
 - (i) of the prohibition in paragraph (a); and

- (ii) that their personal information may be checked against Crown's records and databases to ensure that they do not breach the prohibition in paragraph (a).

12. Force Majeure

12.1. Notice and Suspension of Obligations

If a party to this document is affected, or likely to be affected, by a Force Majeure Event:

- (a) that party must immediately give the others prompt notice of that fact including:
 - (i) full particulars of the Force Majeure Event;
 - (ii) an estimate of its likely duration;
 - (iii) the obligations affected by it and the extent of its effect on those obligations; and
 - (iv) the steps taken to rectify it and mitigate its effect; and
- (b) the obligations under this document of both parties are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

12.2. Effort to Overcome

A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible.

12.3. Alternative Supply

During any period in which a party to this document is not performing obligations because of a claimed Force Majeure Event, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the party claiming the Force Majeure Event is not performing without incurring any liability to that party.

13. Dispute Resolution

13.1. Dispute Notice

If any dispute or difference between Crown and the Contractor arises under or in connection with this document (a Dispute), then either party may notify the other of the existence and nature of the Dispute by issuing a notice in writing (a Dispute Notice) which:

- (a) includes or is accompanied by reasonable particulars of the Dispute; and
- (b) is given within 10 Business Days of the circumstances giving rise to the Dispute first occurring.

13.2. Discussions

Within 10 Business Days after a Dispute Notice is given, the Contract Controller and Contractor Officer must meet and attempt in good faith to resolve the Dispute within 10 Business Days after the issue of the Dispute Notice. If the matter is not resolved after 10 days, then senior executive management representatives must meet and attempt in good faith to resolve the Dispute.

13.3. General

- (a) Subject to paragraph (b), a party may not bring court proceedings in respect of any Dispute unless it first complies with the requirements of this clause 13.
- (b) Nothing in this clause will prevent either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

13.4. Continuance of Performance

Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

14. Termination

14.1. Termination by Crown for Cause

Crown may terminate this document with immediate effect by written notice to the Contractor:

- (a) if the Contractor commits a material breach of this document and, if the breach is capable of remedy, does not remedy that breach within 10 Business Days of being required by notice to do so;
- (b) if the Contractor, or any of the Personnel, is fraudulent or commits an act of serious misconduct, including any criminal offence, breach of material law or breach of clause 11.6.
- (c) if the Contractor substantially alters the nature of its business existing as at the date of this document or ceases to carry on business;
- (d) if the Effective Control of the Contractor changes without the prior consent of Crown;
- (e) if a Force Majeure Event continues for more than 60 days; or
- (f) if an Insolvency Event occurs in respect of the Contractor.

14.2. Termination by the Contractor

The Contractor may terminate this document with immediate effect by written notice to Crown:

- (a) if Crown fails to make any payment required under this document and does not remedy that failure within 20 Business Days of being required by written notice to do so, provided that Crown is not, in good faith, disputing its liability to pay the outstanding amount; or
- (b) if an Insolvency Event occurs in respect of Crown.

14.3. Obligation on Termination or Expiry

Upon termination or expiry of this document:

- (a) the Contractor must:
 - (i) deliver to Crown everything in the Contractor's possession which is Crown's property or which contains Confidential Information;
 - (ii) within 10 Business Days after termination or expiry, issue a final invoice to Crown in accordance with clause 9; and
 - (iii) in good faith, reasonably co-operate with Crown to transfer responsibility for the provision of the Services to Crown or any new contractor engaged by Crown to provide services the same as or similar to the Services following termination or expiry of this document; and
- (b) Crown must pay, in full, the invoice duly issued by the Contractor under paragraph (a)(ii) within 30 days after the date of receipt of the invoice, unless Crown disputes, in good faith, its liability to pay the invoiced amount (in which case, clause 8.3(b) applies).

14.4. Effect of Termination

If this document is terminated, then all rights and obligations under this document terminate other than:

- (a) rights or obligations under clauses 10 (Indemnities and Insurance), 14.3 (Obligations on termination or expiry), 15 (Confidentiality) and 16 (Public Announcements) or any other clause expressed to survive termination or expiry; and
- (b) rights that accrue on or before termination.

15. Confidential Information

15.1. Confidential Information

The Contractor must keep the Confidential Information strictly confidential and must not:

- (a) use any of the Confidential Information except to the extent necessary to provide the Services to Crown or to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information, except in accordance with clauses 15.2 or 15.3.

15.2. Disclosures to Personnel and Advisers

- (a) The Contractor may disclose Confidential Information to its Personnel or to its legal, financial or other professional adviser if:
 - (i) the disclosure is necessary to enable the Contractor to provide the Services to Crown or to exercise its rights and perform its obligations under this document; and
 - (ii) prior to disclosure, the Contractor informs the person of the Contractor's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.
- (b) The Contractor must ensure that any person to whom Confidential Information is disclosed under paragraph (a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under paragraph (a).

15.3. Disclosures Required by Law

- (a) Subject to paragraph (b), the Contractor may disclose Confidential Information that the Contractor is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange or other regulatory body.
- (b) If the Contractor is required to make a disclosure under paragraph (a), the Contractor must:
 - (i) to the extent possible, notify Crown immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (ii) consult with and follow any reasonable directions from Crown to minimise disclosure; and
 - (iii) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

15.4. Security and Control

The Contractor must:

- (a) keep effective control of the Confidential Information; and
- (b) ensure that the Confidential Information is secure from theft, loss, damage or unauthorised access or alteration.

15.5. Privacy

- (a) The Contractor acknowledges that:
 - (i) personal information (as defined in the Privacy Act 1988 (Cth)) may form part of the Confidential Information; and

- (ii) the Contractor is subject to, and must comply with, Crown's privacy policy which is available at www.crowncasino.com.au or upon request from the Contract Controller.
- (b) The Contractor must ensure that all Confidential Information held by it is accessed, used and handled strictly in accordance with the applicable requirements of the National Privacy Principles set out in the Privacy Act 1988 (Cth) and of any applicable State or Territory legislation concerning privacy and in accordance with the Crown's privacy policy.
- (c) If access to Crown Premises is required to enable or facilitate the performance of the Services, Crown may:
 - (i) collect personal information (as defined in the Privacy Act 1988 (Cth) regarding the Contractor and its Personnel; and
 - (ii) disclose this personal information to third parties,
 in accordance with the Crown's privacy policy.

15.6. Contractor Acknowledgement

- (a) The Contractor acknowledges and agrees that all Confidential Information will remain the sole property of Crown. This document does not convey any proprietary or other interest in the Confidential Information to the Contractor.
- (b) The Contractor acknowledges that the Confidential Information is valuable property of Crown and that any disclosure of it to another person could give rise to damage to Crown.
- (c) The Contractor must immediately notify Crown of any information which comes to its attention regarding any actual or potential breach of confidentiality, disclosure or unauthorised use of the Confidential Information.
- (d) The Contractor must cooperate with Crown in any investigation, prosecution, litigation or other action taken by Crown regarding any breach of confidentiality, disclosure or unauthorised use of the Confidential Information.

15.7. Survival of Obligations

The obligations in this clause 15 survive any termination or expiry of this document.

16. Public Announcements

16.1. This Document

Each party must treat the terms of this document as confidential information and no announcement or communication relating to the negotiations of the parties or to the existence, subject matter or terms of this document may be made or authorised by a party unless:

- (a) the other party has first given its written approval;
- (b) the disclosure is required or permitted by this document; or
- (c) the disclosure is made to the extent reasonably needed to comply with any applicable law, the listing rules or any requirements of any regulatory authority or government agency applicable to the party (or a related body corporate of the party) provided that the party promptly gives notice of the intended disclosure to, and consults with, the other parties to the extent practicable, and uses its reasonable endeavours to minimise any such disclosure.

16.2. Use of Crown's Name

The Contractor must not use Crown's images, logos or trademarks or make any public announcement, disclosures, release or any advertisement or promotion mentioning Crown's name or otherwise quoting or referring to an opinion of Crown or Crown's personnel, without the prior written approval of Crown.

16.3. Survival of Obligations

The obligations in this clause 16 survive any termination or expiry of this document.

17. Notices

17.1. How to Give a Notice

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address;
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.

17.2. When a Notice is Given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered or sent by fax:
 - (A) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
 - (B) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day;
 - (ii) if it is sent by mail:
 - (A) within Australia – 3 Business Days after posting; or
 - (B) to or from a place outside Australia – 7 Business Days after posting.

17.3. Address for Notices

A person's mail and email address and fax number are those set out below, or as the person notifies the sender:

Crown Crown Melbourne Limited
 Address: 8 Whiteman Street, Southbank, Victoria, 3006
 Fax number: (03) 9292 7520
 Attention: Sonja Bauer
 Contractor As per item 1 of Schedule 1

18. Amendment and Assignment

18.1. Amendment

This document can only be amended or replaced by another document signed by the parties.

18.2. Assignment

The Contractor may only assign, declare a trust over or otherwise deal with its rights under this document with the written consent of Crown (which may be withheld in its own discretion).

19. General

19.1. Governing Law

- (a) This document is governed by the laws of Victoria.

- (b) Each party submits to the exclusive jurisdiction of the courts of Victoria and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

19.2. Liability for Expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

19.3. Giving Effect to Documents

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

19.4. Waiver of Rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

19.5. Operation of this Document

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) This document replaces and prevails over any terms and conditions supplied by the Contractor in respect of the provision of the Services.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

19.6. Operation of Indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

19.7. Inconsistency with Other Documents

If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

19.8. Counterparts

This document may be executed in counterparts.

19.9. Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

19.10. Acknowledgements

The Contractor represents and warrants that it:

- (a) understands the nature, effect and consequence of the obligations created under this document; and
- (b) has had a reasonable opportunity to seek and receive legal advice before signing this document.

Schedule 1 – Contract Details

1.	Contractor: ABN: Address Fax Number: Contact:	Chaplains Without Borders Pty Ltd 91 124 354 150 [REDACTED] Father James Grant	
2.	Guarantor: Address: Fax Number:	Not applicable	
3.	Commencement Date	The date of this document.	
4.	Services	60 hours (or such other amount agreed by the parties in writing) of pastoral care and counselling services per month: <ul style="list-style-type: none"> to patrons and employees of Crown as agreed by Crown and the Contractor; on dates and times agreed by Crown and the Contractor. 	
5.	Deliverables	Not applicable	
6.	Initial Term	12 months	
7.	Additional Term	12 months or such longer period agreed by the parties in writing	
8.	Fees	Hourly Rate and expense reimbursement \$60.00 + GST per Hour (increased by 3.5% per annum effective 1 July each year)	
9.	Contract Controller	Sonja Bauer	
10.	Contractor Officer Phone No: Email:	Father James Grant [REDACTED]	
11.	Key Personnel and Tasks	Personnel	Tasks
		Father James Grant	Provision of Services
12.	Crown facilities	the Crown staff dining facility, known as IDs, whilst providing the Services parking in at the Crown Premises, for the purposes of providing the Services in accordance with and subject to Crown's usual terms and conditions of use and access	

13.	Insurance Policies		
		Policy type	Minimum limit
		Workers Compensation	Maximum amount permitted by law
	Professional Indemnity	\$5,000,000 for any one claim and in the aggregate \$10,000,000	

EXECUTED as an agreement.

SIGNED for **Crown Melbourne Limited**,
by its duly authorised officer, in the
presence of:

Signature of Officer

Signature of Witness

Name

Name

Position

SIGNED for **Chaplains Without Borders
Pty Ltd**, by its duly authorised officer, in
the presence of:

Signature of officer

Signature of Witness

Name

Name

Position