



Charles Sturt Campus Services Limited

ABN 37 063 446 864

Registered Office:

Division of Finance, Building 8

Charles Sturt University

Wagga Wagga NSW 2678



Service Level Agreement

Charles Sturt University

And

Charles Sturt Campus Services Limited

Purpose of Agreement

The intention of the agreement is to formalise the service arrangement between Charles Sturt University and Charles Sturt Campus Services Limited.

CHARLES STURT UNIVERSITY (ABN: 83 878 708 551) a body corporate established pursuant to the Charles Sturt University Act 1989 (NSW) of The Grange, Panorama Avenue, Bathurst NSW 2795 ("CSU").

CHARLES STURT CAMPUS SERVICES LIMITED (ABN: 37 063 446 864) a company limited by guarantee of The Grange, Panorama Avenue, Bathurst NSW 2795 ("CSCS").

Scope of Services

CSCS is a cleaning company engaged by Charles Sturt University to provide cleaning and miscellaneous services related to asset maintenance.

The scope of this agreement covers the overarching agreement between CSU and CSCS separate to detailed quality service level agreements made between CSCS and Residence Life, and CSCS and Facilities Management which are both cost centres operated by CSU.

Communications, Reporting & Review

Communications is an essential part of managing and coordinating a successful service delivery program and both parties shall sustain whatever level of communication is required by formal and informal means to ensure the best results are obtained for the University.

Financial Support

CSU will provide for all financial obligations and commitments of CSCS in all areas including the payment of suppliers and employees, as such CSU will fund the monthly operations of CSCS via a financial contribution either based on estimate of total expenses, or on actual expenses.

At any time any receivable or payable between CSU and CSCS merely represents the reconciliation process of CSCS actual expenses and any return of funds by CSCS to CSU merely represents the return of any overpayment in estimated costs and does not constitute a payment of a dividend.

GST

At the date of signing, CSCS and CSU were grouped for GST purposes, with CSU nominated as the representative member. While the GST group remains registered, transaction conducted between group members are not treated as taxable sales or purchases.

In the event that the GST group is dissolved, and unless otherwise stated, an amount payable by CSCS in respect of a supply by the Organisation that is a taxable supply, represents the GST exclusive value of the supply and CSCS shall pay to CSU any applicable GST in respect of the supply in addition to the amount stated.

GST means the GST within the meaning of the *GST Act (A New Taxation System (Goods and Services Tax) Act 1999 (Cth)* as amended.

Insurance

Each party shall effect and maintain the following insurances during the term of this agreement and for as long as any actual or potential losses or liabilities remain outstanding under or in respect of this agreement:

- a. Workers compensation and employer's liability insurances as and to the extent required by law, in respect of its obligations towards actual or deemed employees;
- b. Public liability and professional indemnity insurances covering amounts the party or any of its staff or students may be legally liable to pay (including under "financial support" in amounts not less than One Million Dollars (\$1,000,000.00) for any one claim and in the aggregate for all claims arising from one source or originating cause.

Variations

This agreement may be varied by the parties provided that notice of any proposed variation is given in writing to the other party and the variation is subsequently agreed to in writing.

Should the Company enter into a commercial agreement or activity that would result in the Company deriving a profit the parties to this agreement are required to review the agreement within three (3) months.

Commencement and Term

This agreement shall commence on the date of the last signing party and shall continue for a term of 3 years or unless terminated by written agreement of the parties.

SIGNED for an on behalf of CHARLES STURT UNIVERSITY by its duly authorised officer

Professor Andrew Vann



Vice Chancellor

In the presence of:



Witness

Date: 6/2/2019

SIGNED for an on behalf of CHARLES STURT CAMPUS SERVICES LIMITED by its duly authorised officer



Mr. Paul Dowler

Director

In the presence of:



Witness

Date: 6/2/2019