Department of Customer Service

Prequalification Scheme:

**Statutory Appointments under Legislation administered by the Minister for Innovation and Better Regulation**

Scheme Conditions

**Prequalified Service Providers**

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Part One: Prequalification Scheme conditions for Statutory Appointments

Statutory appointments may be made pursuant to legislation administered by NSW Fair Trading for the following:

* Accounts Examiner, Manager, Receiver – *Property, Stock and Business Agents Act 2002;*
* Manager, Receiver - *Conveyancers Licensing Act 2003*;
* Administrator - *Motor Dealers and Repairers Act 2013;*
* Inquirer, Administrator - *Residential (Land Lease) Communities Act 2013* and *Retirement Villages Act 1999.*

This Scheme sets out the process for applying for, and prequalifying for, statutory appointments, pursuant to legislation administered by NSW Fair Trading. Statutory Appointments will be made in accordance with these Scheme Conditions.

1. **Definitions and Interpretation**

***Applicant*** means a person who has submitted an Application for admission to the Scheme.

***Application*** means an application submitted for admission to the Scheme in the form prescribed in Schedule 1

***Assessment Panel*** means the panel appointed by NSW Fair Trading to determine the eligibility of Applicants to be admitted to the Scheme.

***Confidential Information*** means any information disclosed (by any means) to the Service Provider by the Principal in respect of the Licensee’s or Owner’s business or acquired by the Service Provider in performing the Services, which:

1. by its nature, is confidential;
2. is designated, marked, or stipulated as confidential;
3. the Service Provider knows, or ought reasonably should be confidential and includes, but is not limited to:
	1. the Principal’s Material;
	2. the Contract Material; or
	3. any material which relates to the affairs of a third party,

but does not include information which:

1. must be disclosed to perform the Services;
2. is or becomes public knowledge other than by breach of the terms and conditions of an Instrument of Appointment
3. is in the lawful possession of the Service Provider without restriction in relation to disclosure before the date of receipt of the information from the Principal or a third party, or
4. Is required to be disclosed pursuant to law or any legal process.

***DCS means Department of Customer Service***

***Fair Trading Legislation*** means legislation allocated to the Minister for Innovation and Better Regulation for administration and administered by NSW Fair Trading from time to time.

***Performance Report*** means a report submitted in accordance with clause 11 of the Scheme Conditions.

***Principal*** means the Crown in the right of the State of New South Wales acting through the Commissioner for NSW Fair Trading.

***Scheme*** means the *Prequalification Scheme: Statutory Appointments under Legislation administered by the Minister for Innovation and Better Regulation* as administered by the Department of Customer Service and NSW Procurement.

***Scheme Conditions*** means the definitions and conditions (and includes all annexures and schedules) set out in Part One and Part Two of the Scheme.

***Services*** means the services required to be performed pursuant to the Letter of Appointment and the related Instrument of Appointment, consistent with the Appointment Details and the applicable services statement at Schedule D.

***Service Provider*** means a person who has applied for, and has been granted admission to, the Scheme by the Assessment Panel.

Except where the context otherwise requires, words or expressions which are defined in the Standard Form of Agreement – Terms and Conditions have the same meaning in these Scheme Conditions.

1. **Confidentiality**

2.1 Confidential information submitted with an Application will be treated as confidential by DCS unless otherwise required by law.

2.2 Information submitted with an Application may be subject to investigation, reference checking, searches, interview, enquiries, and confirmation and Applicants and Service Providers are deemed to have authorised any such action.

1. **New South Wales Government Requirements**

3.1 Service Providers must adhere to:

1. The NSW Government ***Goods and Services Procurement Policy Framework for NSW Government Agencies* and the *DCS*** Business and Ethics Statement;
2. any rules of conduct applicable to Service Providers, whether by law or otherwise, regarding the professions and professional bodies to which they belong;
3. any applicable policy approved by the Principal and available on the Principal’s website or another NSW Government website as notified to the Service Provider.
	1. The Service Providers will cooperate with DCS to ensure compliance with https://arp.nsw.gov.au/pbd-2017-07-draft-conduct-suppliers/
4. **Applications for Prequalification**
	1. Applications must be complete and substantially in the form in Schedule 1.
	2. Only those Applications which fully satisfy all requirements set out in these Scheme Conditions and are substantially in the form in Schedule 1 and are accompanied by all relevant supporting documentary evidence required by Schedule 1 will be considered by the Assessment Panel.
	3. Applicants agree that, if prequalified under the Scheme, the terms and conditions of any engagement made under the Scheme will be those of the Standard Form of Agreement – Terms and Conditions attached to these Scheme Conditions and agree that it is not necessary to sign the Standard Form of Agreement – Terms and Conditions for each or any engagement; instead, parties will sign a Letter of Appointment in respect of each engagement.
	4. Applications must detail the Applicant’s Schedule of Fees in relation to the types of Appointment which are sought. The range of rates specified in an Application will remain firm for an initial three-year period. At that time, an application may be made by a Service Provider to update the hourly rates. The Schedule of Fees will include the following information:
5. Hourly Rates – the hourly rates of persons required for the provision of the Services (including the Nominated Person). The hourly rates will include all costs of the Applicant, including subsistence and travel costs outside the Sydney Metropolitan Area and/or from interstate, and include employee-related costs, data processing, the provision of personal computers, any other tools or equipment required in the provision of Services and travel costs within the Sydney Metropolitan Area (except if the Service Provider is from interstate). The Service Provider will not charge for any such costs over and above the hourly rate.
	1. Applicants agree that the terms and conditions of an Appointment made pursuant to the Scheme will be governed by these Scheme Conditions and the following:
6. Letter of Appointment (Schedule A);
7. Instrument of Appointment (Schedule B);
8. Appointment Details schedule (Schedule C) and
9. Applicable Services Statement (Schedule D).
	1. Applicants agree that the total financial remuneration to be paid to a Service Provider (including subsistence and travel expenses) relating to the provision of Services is capped at the maximum for the applicable Tier category specified in Schedule D of the Scheme Conditions.
10. **Prequalification Process**
	1. Applications may be made at any time during the life of the Scheme.
	2. Applications include new applications, or applications by existing Scheme members for additional capabilities and/or the removal of limitations. Applications will be assessed periodically at the discretion of the Assessment Panel.
	3. The Assessment Panel will only assess applications submitted in the form in Schedule 1 and in accordance with these Scheme Conditions.
	4. The Assessment Panel may investigate an Application as per clause 2.2.
11. **Evaluation Criteria**

6.1 Applications will be assessed according to the following evaluation criteria:

1. Provision of statutory declaration that the Applicant and its Nominated Person are not subject to any disqualification or disciplinary action that would preclude them from an Appointment under the Scheme;
2. Demonstrated qualifications and industry experience of the Applicant to perform the services required of a Service Provider in accordance with the applicable Services set out in Schedule D of the Scheme for the type of Appointment for which the Applicant wishes to be considered;
3. Evidence of relevant licences and other authorisations held by the Nominated Person pursuant to Fair Trading Legislation, which enable the performance of the Services required for the type of Appointment for which the Applicant wishes to be considered;
4. Demonstrated experience of the Applicant in meeting relevant professional standards and requirements under Fair Trading Legislation;
5. Effective time and cost management practices and procedures;
6. Billing procedures in compliance with general accounting standards;
7. Demonstrated capability and experience of the Applicant’s Nominated Person in the following areas:
	1. planning and management skills;
	2. understanding and applying Licensee, or Owner, legal and business management requirements;
	3. writing reports in respect of the compliance or non-compliance of the conduct of a Licensee’s or Owner’s business with Fair Trading Legislation or other legislation;
	4. managing and/or examining the accounts of a Licensee or Owner pursuant to relevant Fair Trading Legislation;
	5. providing accurate and reliable written advice within required time-frames;
	6. effective client management and quality assurance;
	7. preparing reports and other documents for the purposes of expert evidence in Court and Tribunal proceedings; and
	8. giving Expert evidence in person at Court and Tribunal proceedings.
8. Provision of Applicant referee reports outlining satisfactory performance by the Applicant and its Nominated Person;
9. Provision of commercial rates and charges; and
10. Evidence of appropriate insurance policies which include:
	1. a public liability policy to the value of at least $10 million in respect of each individual claim;
	2. professional indemnity insurance to the value of at least $10 million in respect of each individual claim consistent with the requirements for a Licensee or Owner as set out in the relevant Fair Trading Legislation and regulations;
	3. workers compensation insurance as required by all relevant laws of Australia relating to workers compensation; and
	4. Where an Applicant’s Nominated Person may be appointed as a Receiver:
		* + 1. evidence of registration of that person with the NSW Supreme Court;
				2. the insurance policies required of a registered liquidator under the *Corporations Act 2001* (Cth); and
				3. acknowledgement by the Applicant that that person will appear before the Tribunal or a Court in connection with an Appointment and provide affidavits and reports acceptable to the Tribunal or Court, and that that person has the capability to give Expert evidence, as required by the Principal.
11. **Notification of Outcome**
	1. The Assessment Panel will assess the application and the Applicant will be notified in writing of the outcome.
12. **Request for Review of the Decision – Admission to the Scheme**
	1. Where an application for admission to the Scheme is refused, the Applicant may apply for a review of the decision where the Applicant can demonstrate that substantial grounds exist for the review.
	2. An application for review of the decision must be made in writing and provide full details of the reasons for the request, enclosing all relevant documents in support. Applications are to be forwarded to:

*Attention: Commissioner for Fair Trading*

*NSW Fair Trading*

*PO Box 972*

*PARRAMATTA NSW 2124*

1. **Service Provider Reporting Obligations**
	1. Service Providers must immediately notify the Principal in writing of any significant change in their financial capacity, capability, the resignation of or changes to Nominated Person, ownership status, contact details or address. The written notice is to be sent to:

*Attention: Commissioner for Fair Trading*

*NSW Fair Trading*

*PO Box 972*

*PARRAMATTA NSW 2124*

* 1. Service Providers specified by DCS will be required to submit a Report of Engagements to DCS every six months which will contain engagements undertaken during the six months ending 30 June and the six months ending 31 December each year, and submitted within six weeks of the end of each reporting period.
1. **Performance Monitoring and Reporting**
	1. Monitoring performance and ensuring compliance with the Scheme is the responsibility of the Principal and DCS.
	2. A performance report will be submitted to the Service Provider where
		1. the performance of, and the services provided by, the Service Provider are considered by the Principal to be unsatisfactory; or
		2. where the total value of the relevant engagement is more than $150,000 (including GST).
	3. A performance report generated by reference to Clause 10.2 is to be submitted either at the completion or termination of the relevant engagement or when a critical aspect of performance is unsatisfactory.
	4. Performance monitoring and reporting will be conducted having regard to the following:
2. transparent, proactive and objective performance monitoring, and periodic formal reporting, to ensure accountability in the expenditure of public monies in accordance with Treasurer’s Directions and the *Public Finance and Audit Act 1983*;
3. timely achievement of deliverables;
4. performance monitoring as a mutual responsibility;
5. performance issues being promptly addressed; and
6. proactively initiating and encouraging communication to discuss performance and performance reporting issues, including making arrangements for formal performance reporting consultation meetings.
	1. The Service Provider must attend periodic Services review meetings, as required by the Principal, at a time and place to be notified to the Service Provider by the Principal to discuss the Services provided by the Service Provider.
7. **Performance** **Management**
	1. DCS and the Principal will manage the performance of Service Providers by
		1. Applying a sanction, such as temporary suspension from the Scheme, where performance is considered by DCS to be unsatisfactory;
		2. Revoking a Service Provider’s admission to the Scheme, following due consideration of the circumstances, where performance is determined to be unsatisfactory; and
		3. Providing the opportunity for a Service Provider to request a review of the decisions referred to in Clauses 11.1a and 11.1b.
8. **Upgrading of Prequalification**
	1. DCS may extend the Scheme to include the eligibility of additional categories of statutory appointments for prequalification. DCS may upgrade a Service Provider’s status extending prequalification under the Scheme to include additional categories of statutory appointments. Where a Service Provider seeks to upgrade its status, the Service Provider must submit a further Application in the form prescribed at Schedule 1 including documentation and other material in support of its request in accordance with Clause 4. Such Applications will be evaluated in accordance with Clauses 5 – 8 of the Scheme.
9. **Downgrading of Prequalification**
	1. DCS may downgrade a Service Provider’s status under the Scheme by removing eligibility for a category of statutory appointment if the Principal considers that a Service Provider has:
		1. not complied with the Scheme Conditions;
		2. declined opportunities for statutory appointments without providing valid reasons;
		3. experienced an adverse change in capacity; or
		4. experienced an adverse change in business status.
	2. Before the status of a Service Provider is downgraded under clause 13.1, the Principal will advise the Service Provider of the matters prompting the downgrade and will give the Service Provider the opportunity to provide reasons as to why the downgrade should not occur.
10. **Temporary Suspension**
	1. DCS may suspend a Service Provider from the Scheme for a period of three months, if the Principal considers that the Service Provider:
		1. has not complied with the Scheme Conditions;
		2. has demonstrated unsatisfactory performance; or
		3. can no longer comply with the Scheme Conditions or failed to provide Services.
	2. The Principal will advise the Service Provider of the reasons for the suspension and of any actions required of the Service Provider to lift the suspension. A Service Provider suspended from the Scheme must inform the Principal if and when the actions required to lift the suspension have been completed.
	3. The Principal will regularly review the status of Service Providers who have been suspended under Clause 14.1. If the action taken by the Service Provider is considered by the Principal to be insufficient, the suspension period may be extended, and the Service Provider will be notified accordingly. DCS may revoke the suspension if it is satisfied that the Service Provider has taken appropriate action to address the reasons for the suspension.
11. **Removal from the Scheme**
	1. DCS may revoke a Service Provider’s membership of the Scheme if the Principal considers that a Service Provider has:
		1. breached the Scheme Conditions;
		2. failed to meet applicable financial requirements;
		3. been the subject of substantiated reports of unsatisfactory performance;
		4. experienced an adverse change in capacity or capability;
		5. experienced an adverse change in business status;
		6. failed to address the reasons promptly and adequately for a temporary suspension from the Scheme under Clause 13; or
		7. otherwise failed to meet the standards of the Scheme in terms of the completion of Services, business management systems, client satisfaction and ethical business practices.
	2. Before a Service Provider’s admission to the Scheme is revoked under clause 15.1, the Principal will advise the Service Provider of the matters prompting the proposed action and will give the Service Provider the opportunity to provide reasons as to why the revocation should not occur.
	3. If a Service Provider’s admission to the Scheme is revoked under clause 15, the Principal will notify the Service Provider in writing and provide reasons for the decision.
	4. Removal from the Scheme does not preclude a Service Provider from applying for re-admission to the Scheme at a later date should its circumstances significantly change and it meets the evaluation criteria at that time.
12. **Request for Review of the Decision – Membership status**
	1. Where a Service Provider considers that there are substantive grounds for DCS to reconsider its decisions under clauses 12, 13, 14 or 15, the Service Provider may request a review of the decision in writing, providing full details of the reasons for the request and enclosing all relevant documents in support. Applications are to be forwarded to:

 *Attention: Commissioner for Fair Trading*

*NSW Fair Trading*

*PO Box 972*

*PARRAMATTA NSW 2124*

* 1. The Principal will notify the Service Provider in writing of the outcome of the review in writing.
1. **Publicity**
	1. Service Providers must not advertise, promote, or publicise in any form their admission to the Scheme without the prior written consent of the Principal.
2. **Applicant’s Acknowledgment**
	1. In applying for admission to the Scheme, the Applicant agrees that it accepts these Scheme Conditions.
3. **Disclaimer**
	1. DCS and the Assessment Panel reserve the absolute discretion to:
		1. accept an Application with or without limitations or conditions;
		2. reject an Application;
		3. suspend a Service Provider’s admission to the Scheme;
		4. revoke a Service Provider’s admission to the Scheme.
4. **Prequalification No Guarantee of Work**
	1. The receipt of prequalification by a Service Provider does not guarantee:
		1. continuity of prequalification for the duration of the Scheme; or
		2. that Appointments of any type, value or quantity will be offered.
5. **Review and Development of the Prequalification Scheme**
	1. The Scheme will be monitored by DCS to assess whether the objectives and intent of the Scheme are being met. Modifications may be made at the discretion of DCS during the life of the Scheme and will take effect on notification to Service Providers.

Part Two: Standard Form of Agreement - Terms and Conditions

Prequalification Scheme: Statutory Appointments

1. **Definitions and Interpretation**
	1. In this Agreement:

***Accounts Examiner*** means an appropriately qualified Appointee (consistent with the applicable Services Statement part set out in Schedule D) appointed under Part 10, Division 4 of the PSBA Act.

***Agreement*** means this document together with the Scheme Conditions including schedules

***Appointee*** means the Nominated Person of a Service Provider, appointed to a statutory role under an Instrument of Appointment pursuant to the Scheme Conditions.

***Appointment*** means the appointment of a Nominated Person under this Scheme as an Accounts Examiner, Manager, or Receiver.

***Appointment Details*** means the information contained in Schedule C.

***Business Day*** means any day which is not a Saturday, Sunday, or a declared public holiday in New South Wales.

***CL Act*** means the *Conveyancers Licensing Act 2003*.

***Court*** means any Local Court, District Court, or the Supreme Court in New South Wales.

***Dispute*** means any dispute, difference or claim arising out of, or in connection with an Appointment which may be dealt with under clause 12.

***Existing Appointment Material*** means any Material which exists at the date of an Appointment under the Scheme.

***Expert*** means a person having specialised knowledge based on the person’s training, study or experience who satisfies the relevant requirements as an expert witness pursuant to the *Evidence Act 1995* (NSW) .

***Fair Trading Legislation*** means legislation allocated to the Minister for Innovation and Better Regulation for administration and administered by NSW Fair Trading from time to time.

***GST*** has the meaning given to this term in the GST Law.

***GST Law*** means *A new Tax System (Goods & Services Tax) Act 1999*, related legislation and any delegated legislation made pursuant to such legislation.

***Instrument of Appointment*** means the form prescribed by Schedule B of this Agreement.

***Intellectual Property*** means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of intellectual property.

***Licensee*** means the holder of a licence issued under Fair Trading Legislation.

***Licensee’s Material*** means all Material pertaining to the Licensee’s business that is in the control or possession of the Licensee or the Licensee’s business as at the date of the Appointment.

***Manager*** means an appropriately qualified person (consistent with the applicable Services Statement part set out in Schedule D) appointed under Part 9, Division 2 of the PSBA Act or Part 8, Division 2 of the CL Act.

***Material*** includes, but is not limited to, items, records, documents, and information stored by any means.

***New Appointment Material*** means any Material generated by the Service Provider, in the course of performing the Services, in which subsists newly created Intellectual Property, but does not include the Service Provider’s Existing Appointment Material.

***Nominated Person*** means the person or persons initially and from time to time specified by the Service Provider and approved by DCS for a statutory appointment under the Scheme.

***Owner*** means the owner of a business which operates either wholly or in part pursuant to Fair Trading Legislation and may include, where the context permits, a Licensee.

***Owner’s Material*** means all Material pertaining to the Owner’s business that is in the control or possession of the Owner or the Owner’s business as at the date of the Appointment.

***Personal Information*** means information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

***Preliminary Assessment*** means a preliminary assessment of the Licensee’s or Owner’s business for the purpose of preparing and submitting a Preliminary Assessment Report.

***Preliminary Assessment Repor***t means the report to be provided by the Service Provider to the Principal or to the NSW Supreme Court (as applicable) by the end of the Preliminary Assessment.

***Principal’s Material*** means any Material supplied by the Principal to the Service Provider in relation to the Scheme or this Agreement.

***PSBA Act*** means the *Property, Stock and Business Agents Act 2002.*

***Receiver*** means an appropriately qualified Appointee (consistent with the applicable Services Statement part set out in Schedule D) appointed by the New South Wales Supreme Court under s138 of the PSBA Act or s105 of the CL Act.

***Services*** means the services set out in the Letter of Appointment and Appointment Details consistent with the service requirements set out in Schedule D, and any incidental or related services requested in writing by the Principal.

***Service Provider*** includes the Nominated Person, officers, employees, agents and sub-contractors of the Service Provider.

***Service Provider’s Material*** means any methodologies, tools, models, processes, knowledge of business principles, and analytical concepts, that have been created, written or otherwise brought into existence by the Service Provider after the date of an Appointment, otherwise than in the course of performing the Services.

***Service Provider’s Proposal*** means the document submitted by the Service Provider to the Principal for the purposes of this Agreement which applies to the Services to be completed and the fees for executing the Services, a copy of which is annexed to the Letter of Appointment.

***Supply*** has the meaning given to it in the GST Law.

***Tier category*** means a category of services capped by an upper fee limit as detailed in Schedule D, which the Principal will nominate as applicable to an Appointment in the Appointment Details.

***Tribunal*** means the New South Wales Civil and Administrative Tribunal.

* 1. Except where the context otherwise requires, a reference to:
1. Words or expressions which are defined in the Scheme Conditions have the same meaning in this Agreement
2. One gender includes the other
3. The singular includes the plural and the plural includes the singular
4. A person includes a body corporate
5. A party includes DCS, the Principal, Service Provider, and Appointee
6. A thing includes the whole and each part of it separately
7. A statute, regulation code or other law or a provision of any of them includes:
8. any amendment or replacement of it, and
9. another regulation or other statutory instrument made under it, or made under it as amended or replaced, and
10. dollars mean Australian dollars unless otherwise stated.
11. “Including” and similar expressions are not words of limitation
12. Other parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

**NOTE: Headings are inserted for ease of reference and must be disregarded in construing the Scheme Conditions.**

1. **Engagement**
	1. The Principal may take the Service Provider’s Schedule of Fees into account when selecting a Service Provider for engagement under the Scheme.
	2. The Principal may take into account the availability of the Nominated Person when selecting a Service Provider.
	3. In considering a Service Provider’s Nominated Person for an Appointment, the Principal will request the Service Provider to prepare a proposal in respect of the Appointment which must be prepared in accordance with the Tier category nominated by the Principal.
	4. The Principal engages the Service Provider to provide the Services in accordance with this Agreement. The Service Provider will commence the Service on the date set out in the Letter of Appointment.
	5. A Service Provider may decline an Appointment prior to signing the Letter of Appointment.
2. **Conflict** **of Interest**
	1. The Service Provider undertakes that at the date of this Agreement, no conflict of interest exists, or is likely to arise, in the performance of the Services. The Service Provider must notify the Principal, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest.
	2. On receipt of a notice under clause 3.1, the Principal may:
		1. approve the Service Provider (and specific Nominated Person) continuing to perform the Services, which approval may be subject to reasonable conditions to ensure appropriate management of the conflict of interest; or
		2. where, in the reasonable view of the Principal the conflict of interest cannot be appropriately managed, exercise its rights of termination under this Agreement.
3. **Service Provider’s Obligations**
	1. **Warranties**In accepting an Appointment, the Service Provider warrants that:
		1. the Service Provider will use and maintain state of the art and leading technology in all Appointments;
		2. its Nominated Person is properly authorised and able to be accepted as an Expert witness in Court and the Tribunal;
		3. it and its Nominated Person have and will maintain the knowledge and ability to utilise and forensically analyse evidence, data and meta data if appropriate;
		4. it and its Nominated Person have and will maintain the ability to use and understand standard industry software and analyse the same;
		5. it and its Nominated Person have and will maintain the ability to advise and recommend further investigations which should be undertaken by the Principal;
		6. all evidence and reports will be prepared in a form suitable for admission as Expert evidence in civil and criminal proceedings;
		7. there are no circumstances of any kind known, or which ought reasonably be known by the Service Provider, including conflicts of interest, that will affect the ability of the Service Provider to carry out the Services pursuant to an Appointment;
		8. the Services will be undertaken in a cost effective manner consistent with the required level of quality;
		9. the Service Provider is registered under the GST Law and any invoice rendered under this Agreement which seeks to recover an amount of GST payable will conform to the requirements for a tax invoice (As that term is defined in the GST law)
		10. the Service Provider will act reasonably and in good faith in relation to the Services provided pursuant to an Appointment; and
		11. As soon as practicable after becoming aware of any matter which is likely to affect its ability to comply with a warranty in this Clause 4, the Service Provider must give notice to the Principal in writing detailing the matter and its likely impact on compliance with these warranties.
	2. **Professional Standard of Care and Due Diligence**

The Service Provider must perform the Services in a diligent manner and to the standard of skill and care expected of a Service Provider qualified, competent and experienced in the provision of the Services.

* 1. **Communication Requirements**
		1. The Service Provider must regularly consult and co-operate with the Principal, or any other person nominated by the Principal, as reasonably directed by the Principal, in relation to carrying out the Services.
		2. The Service Provider must use all reasonable efforts to inform itself of the detailed requirements of the Principal.
		3. The Service Provider must immediately notify, and provide details, to the Principal of any attempt by any person to hinder, obstruct or delay the Service Provider in the exercise of its duties pursuant to an Appointment.
		4. The Service Provider must provide to the Principal all information in relation to the Services which the Principal requires to comply with its legal obligations and its obligations in relation to the Appointment. The Principal will make any such request for information in writing.
	2. **Nominated Person and other employees or agents**
		1. The Service Provider must ensure that the Nominated Person and other employees or agents used in connection with the provision of Services are appropriately qualified, competent and experienced in the provision of the Services.
		2. The Service Provider must only use the Nominated Person set out in the Appointment details unless an alternative Nominated Person is approved in writing by the Principal to provide the services (which agreement may be given or withheld in the Principal’s absolute discretion).
		3. The Service Provider is responsible for the performance of the Services and for the standard of the performance of the Nominated Person and any other employees or agents whom it has engaged in relation to an Appointment.
	3. **Timeliness of provision of Services**
		1. On Appointment, the Service Provider is to provide an estimate of the time required to complete the Services to be performed under an Appointment.
		2. The Service Provider must perform the Services in a timely manner and report on progress as requested in writing by the Principal.
		3. As soon as practicable after becoming aware of any matter which is likely to change or which has changed the scope or timing of the Services under an Appointment, the Service Provider must give notice to the Principal detailing the circumstances, extent or likely extent and implications of the change.
	4. **Limits to the Service Provider’s Authority to Act**

The Service Provider must not act outside the scope of the authority conferred on it by the Agreement and must not purport to bind the Principal in any way or hold itself out as having any authority to do so, except as specifically authorised by the Principal in writing.

* 1. **Reports**

The Service Provider must provide the reports and deliverables, containing the information and in the format and on the dates as may be specified in the Appointment Details and relate to the Services as detailed in Schedule D of this Agreement.

* 1. **Compliance with Law, Government Policy and Guidelines**
		1. The Service Provider must, to the extent that they are relevant to this Agreement and/or the performance of the Services, comply with all laws, regulation, privacy principles, Australian and/or ISO standards and any NSW Government policies, guidelines and code of conduct communicated by the Principal to the Service Provider during the continuance of this Agreement.
		2. The Service Provider acknowledges that the Principal is subject to the *Government Information (Public Access) Act 2009* and agrees to co-operate with the Principal to enable the Principal to comply with its obligations under that Act.
	2. **Specialist Advice or Assistance, including Legal Advice**

The Service Provider may obtain specialist advice or assistance, including legal advice, in connection with the Services, but such advice and assistance will be at the Service Provider’s cost unless the Service Provider has obtained the prior written consent of the Principal to obtain it.

* 1. **Fitness for Purpose**

The Service Provider acknowledges and agrees that the Principal relies upon the skill and knowledge of the Service Provider in providing the Services. The Service Provider must ensure that all work, documents and other deliverables produced by it are reasonably suitable in all respects for the purposes required by this Agreement.

* 1. **Confidentiality**
		1. The Service Provider agrees to use Confidential Information solely for the purposes of the Services.
		2. The Service Provider must:
1. not disclose any Confidential Information to any person without the prior written consent of the Principal and the client of the Licensee’s or Owner’s business to whom the information belongs; and
2. take reasonable steps to ensure that Confidential Information in its possession is kept confidential and protected against unauthorised use and access.
	* 1. Notwithstanding clause 4.11a the Service Provider may disclose Confidential Information to its officers, employees, agents (“permitted recipient”) where such disclosure is essential to carrying out the Services in accordance with this Agreement or otherwise required by law.
		2. Prior to disclosing Confidential Information to a permitted recipient, the Service Provider will ensure that the permitted recipient is aware of the confidentiality requirements of this Agreement and is advised that she, he or it is strictly forbidden from disclosing the Confidential Information or from using it other than as permitted by this Agreement. The Principal may, at its discretion, require the Service Provider to arrange for a permitted recipient to execute a confidentiality deed (in such form as may be required by the Principal) relating to the non-disclosure and use of the Confidential Information and the Service Provider will promptly arrange for such deed to be executed and provided to the Principal.
		3. The Confidential Information must not be copied or reproduced by the Service Provider or a permitted recipient without the express prior written permission of the Principal, except for such copies as may be reasonably required to accomplish the purpose for which the Confidential Information was provided pursuant to this Agreement.
		4. The Service Provider is to return all Confidential Information obtained in the course of providing the Services upon completion or termination of the Appointment unless the Service Provider is otherwise legally entitled or obliged to retain the Confidential Information.
		5. The Service Provider acknowledges that the Principal may be required to release information concerning the Appointment in accordance with *Government Information (Public Access) Act 2009*.
	1. **Privacy and Disclosure of Personal Information**

Where the Service Provider has access to Personal Information in order to fulfil obligations under the Agreement it must:

* + 1. where the Service Provider is responsible for holding the Personal Information, ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse
		2. not use Personal Information other than for the purposes of the Agreement, unless:
			- 1. required or authorised by law; or
				2. authorised in writing by the individual to whom the Personal Information relates consents to the Service Providers’ disclosure of his/her Personal Information; and/or
				3. it becomes aware that a disclosure of Person Information is or may be required or authorised by law.
		3. immediately notify the Principal if:
			- 1. the individual to whom the Personal Information relates authorises the Service Provider to use their Personal Information for other purposes;
				2. the individual to whom the Personal Information relates consents to the Service Provider disclosing their Personal Information; or
				3. the Service Provider becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;
		4. make a permitted recipient aware of the Service Provider’s obligations under this Clause, including, where required by the Principal, requiring the permitted recipient to sign a privacy deed (in such form as may be required by the Principal) relating to the Personal Information. The Service Provider will promptly arrange for the deed to be executed and provided to the Principal.
		5. comply with all privacy and security measures required by the Principal; and
		6. immediately notify the Principal upon becoming aware of any breach of this Clause 4.12.
	1. **Subcontracting and Assignment**
		1. The Service Provider must not assign or subcontract any part of the Services without the prior written approval of the Principal which approval may be given or withheld in the Principal’s absolute discretion. The Principal may, in giving its approval, impose such conditions as it sees fit.
		2. An approval given by the Principal permitting the Service Provider to assign or subcontract any part of the Services does not relieve the Service Provider from any of its obligations and liabilities pursuant to this Agreement.
		3. Prior to any sub-contractor or any employee or agent of the subcontractor commencing work in respect of the Services, the Service Provider will, if required by the Principal, secure the execution of a confidentiality or privacy deed by such persons.
		4. The Principal will have no contractual relationship with and undertakes no obligations to any person to whom any part of the Services is subcontracted or assigned.
	2. **Insurance**
		1. The Service Provider will ensure that it, and any sub-contractors which it engages, will arrange, and maintain with a reputable insurance company, for the term of this Agreement the required insurance policies set out in Clause 6 of the Scheme Conditions.
		2. Where the Principal considers that additional insurance may be necessary to cover liabilities that may arise during the performance of Services to cover liabilities, the Service Provider may be required to arrange additional insurance to the necessary level of cover.
		3. The Service Provider will, on request from time to time by the Principal produce to the Principal satisfactory evidence of insurances.
		4. The insurances referred to in this clause will be effective from the commencement of this Agreement and will be maintained for the period of the Agreement provided however, where applicable, professional Indemnity insurance will, unless the Principal otherwise agrees in writing, be maintained for a period of one year following the expiration or termination of this Agreement.
		5. The Service Provider is to immediately notify the Principal of any risks arising in the course of an Appointment, including any risk of litigation that may affect the Principal.
		6. The Service Provider is to notify the Principal immediately upon becoming aware of any event which affects or may affect the Service Provider’s compliance with this clause, including, but not limited to, a cancellation of an insurance policy or a reduction in the coverage below any minimum amount required by this Agreement.
	3. **Records**
		1. *Keeping of Records*

The Service Provider must, during the period of this Agreement, keep proper accounts, records (including information stored on computer and other devices) and time sheets in accordance with accounting principles generally applied in commercial practice in respect of its billing, its reimbursable expenditure and fees and reimbursements payable to others properly engaged pursuant to this Agreement and maintain them for a period of 7 years.

* + 1. *Access to Records*

The Service Provider must within a reasonable time of any request by the Principal, give the Principal access to, or verified copies of, any information which may be reasonably required to substantiate a claim for payment by the Service Provider or is otherwise reasonably required by the Principal, a regulator, any external auditor or advisor or any of their authorised representatives.

1. **Principal’s Obligations**
	1. **Provision of Information**

The Principal will, as soon as practicable, make available to the Service Provider all relevant Material and information within the Principal’s possession or control, give necessary instructions, and answer any queries made by the Service Provider to enable the Service Provider to perform the Services in accordance with the Principal’s requirements.

* 1. **Principal’s Representative**

The person named in the Appointment Details which will accompany the Letter of Appointment and Instrument of Appointment on the engagement of a Service Provider, or any alternative person the Principal nominates in writing, will act as the Principal’s representative and will have authority to act on behalf of the Principal for all purposes in connection with this Agreement.

* 1. **Payment**
		1. In consideration of the provision of the Services in accordance with this Agreement, the Principal will pay the Service Provider an amount no greater than the applicable Tier category fee specified in the Appointment Details, unless otherwise varied by the Parties as agreed in writing.
		2. Payment of any part of the fees does not constitute an acceptance by the Principal of the Services and does not amount to a waiver of any right or action which the Principal may have at any time against the Service Provider.
		3. If the Service Provider has obtained the Principal’s prior written approval to incur or pay any costs, expenses, fees or charges, the Principal will reimburse the Service Provider for those costs, expenses, fees or charges.
		4. Subject to clause 5.3e, the Principal will make a payment within 30 Business Days following the rendering of a tax invoice by the Service Provider, but if the Principal has, within a reasonable period of time after receiving a tax invoice, requested access to information under clause 4.15b, the time for payment will be extended by the number of days elapsing between the date of the Principal’s request for access and the date when access is granted.
		5. The Principal will not be obliged to make any payment to the Service Provider under this Agreement until the Service Provider has submitted proof of insurance in accordance with clause 4.14.
		6. Where a dispute arises concerning the tax invoice and itemised account, payment in full may be delayed by the Principal until such time as the matter has proceeded through the Dispute resolution process outlined in clause 12 of this Agreement.
1. **Indemnity**
	1. The Service Provider agrees to indemnify and keep indemnified the Principal and its officers, employees and agents (“those indemnified”) against any liability or loss (including reasonable legal costs and expenses) incurred or suffered by those indemnified, where such liability or loss is incurred by reason of, or in connection with, any unlawful, wrongful, wilful or negligent act or omission of the Service Provider or its personnel in connection with this Agreement.
	2. The Service Provider’s liability to indemnify those indemnified under this Agreement will be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.
	3. The indemnity contained in this clause is a continuing obligation of the Service Provider separate and independent of any other responsibilities of the Service Provider and will continue beyond the period of this Agreement.
2. **Intellectual Property**
	1. **New Appointment Material**

Copyright in all New Appointment Material vests in the Principal or is otherwise hereby assigned by the Service Provider to the Principal. Title to, and Intellectual Property rights in all New Appointment Material (other than copyright) will, on creation, vest or otherwise be assigned or transferred to the Principal, without the need for further assurance.

* 1. **Existing Material**

This Agreement does not affect the Intellectual Property rights in Existing Appointment Material, but the Service Provider hereby grants, and will ensure that relevant third parties grant to the Principal, without additional cost, a non-exclusive, irrevocable, transferable licence to use, reproduce, and adapt for the Principal’s own purposes all Intellectual Property rights and any amendments made to Existing Appointment Material during the course of the Appointment.

* 1. **Limitations on the use by the Service Provider of Existing and New Appointment Material**

The Service Provider must ensure that Existing and New Appointment Material is used, copied, provided or reproduced only for the purposes of this Agreement, unless it has prior written approval of the Principal to do otherwise or is otherwise legally required. Approval may be given on any terms or conditions which the Principal considers appropriate.

1. **Variations**
	1. **Instruction**

The Principal may, on the recommendation of the Service Provider or otherwise, instruct the Service Provider in writing to vary the Services and the Service Provider must comply with any such instruction.

* 1. **Consequences of Variation or Proposed Variation**

Before instructing a variation, the Principal may request the Service Provider to provide a written estimate of the time and cost effects of the proposed variation having regard to the applicable caps applying under the Tier Category fees.

1. **Claims for Payment**
	1. Upon termination of an Appointment, the Service Provider must render a tax invoice and itemised account of all work undertaken in accordance with the Schedule of Fees provided by the Service Provider pursuant to clause 4.4 of the Scheme Conditions and the Tier category for the Appointment.
	2. Unless otherwise specified, payment for the Services rendered in relation to an Appointment is to occur only upon the rendering of a valid tax invoice following the termination of the Appointment.
2. **Goods and Services Tax**
	1. To the extent that a party to this Agreement (“GST Supplier”) is or becomes liable to pay GST in connection with any Supply made under this Agreement and the amount of any such GST is not included in the amount payable under this Agreement:
		1. The GST Supplier may add to the price of the Supply an amount equal to the GST payable on the Supply (“GST Amount”), and
		2. The other party will pay the GST Supplier the price for the Supply in accordance with this Agreement plus the GST amount.
	2. If, for any reason, the GST Supplier’s GST liability in respect of a particular Supply is different from the amount of GST paid by the other party:
		1. The GST Supplier must immediately repay to the other party the amount of any excess paid by the other party above the GST Supplier’s GST liability, or
		2. The other party must pay the deficiency in the amount previously paid by the other party to the GST Supplier for that Supply, as appropriate.
3. **Termination**
	1. **Completion of the Services**

This Agreement will terminate when the Services are fully performed or in accordance with any agreed variation of service times. In addition, the parties agree it is open to the Principal to give five Business Days’ notice to the Service Provider that it considers that the Services have been fully performed or that it does not require further performance of the Services by the Service Provider.

* 1. **Termination by the Principal**
		1. Where a Service Provider:
			1. becomes bankrupt, or insolvent, or enters into a scheme or arrangement with its creditors, or is placed into liquidation or provisional liquidation, becomes subject to the appointment of an administrator or placed under receivership;
			2. fails to carry out the Services with due diligence and competence;
			3. without reasonable cause suspends the carrying out of the Services;
			4. commits a substantial breach of this Agreement;
			5. experiences a change in its capability or ownership status which involves the Nominated Person leaving the employment or the Service Provider or no longer being eligible for Statutory Appointment; or
			6. in the opinion of the Principal has a conflict of interest in performing the Services then
		2. The Principal may, without prejudice to its right to terminate this Agreement under clause 11.1:
			1. In the case of a circumstance specified in clause 11.2a(i) forthwith terminate this Agreement by notice to the Service Provider; or
			2. In the case of any other circumstance specified in clause 11.2a give notice to the Service Provider specifying the circumstance and requiring the Service Provider to remedy it; and
			3. If the Service Provider fails to remedy the circumstance within a period specified by the Principal under clause 11.2b (ii), terminate this Agreement by a further notice to the Service Provider.
	2. **Termination by the Service Provider**
		1. A Service Provider may only terminate this Agreement where the Service Provider’s ability to provide the Services becomes adversely affected such that it can no longer comply with this Agreement.
		2. Should these circumstances arise, the Service Provider may provide a notice to terminate the Appointment in writing to the Principal in accordance with clause 11.1. The notice must include the reason for the termination.
	3. **Effect of Termination and Fees on Early Termination**

Termination of this Agreement by either party is without prejudice to any accrued rights or remedies of either party. The Principal may, following termination, engage another Service Provider to complete the provision of the Services.

* 1. **Adjustment** **of the Fee on Termination**

Upon termination of this Agreement, the Principal will pay the Service Provider for the Services performed by the Service Provider up to the date of termination, but in the case of termination under clause 11.2, such payment will take into account any adjustments and deductions for loss or damage suffered, or reasonably likely to be suffered by the Principal as a consequence of breach of this Agreement by the Service Provider. The Principal may offset any money due against any money payable by the Service Provider to the Principal and recover any short-fall from the Service Provider as a debt due and payable.

* + 1. The following sets outs the fees (if any) applicable on early termination of an Appointment:
			1. If the Service Provider terminates an Appointment before the provision of the Preliminary Assessment Report, it will not be entitled to any payment from the Principal, unless otherwise agreed by the Principal in writing;
			2. If the Service Provider terminates an Appointment after provision of the Preliminary Assessment Report and before it provides a Final Report, the Service Provider will be entitled to a pro rata portion of the Tier fee for the Appointment as previously approved by the Principal in writing;
			3. If the Principal terminates an Appointment at any time prior to the provision by the Service Provider of the Final Report, the Service Provider will be entitled to a pro rata portion of the Tier fee for the Appointment calculated in accordance with the Schedule of Fees.
	1. **Further Services After Termination**

If the Principal request the Service Provider to provider further services or undertake any additional work of a minor, incidental or ancillary nature in connection with the Service after termination pursuant to clause 11.1, and the Service Provider agrees to perform the work, then notwithstanding such termination, all such work or services will be deemed to be part of the Services and subject to the terms of this Agreement.

* 1. **Return of Materials Upon Termination**

Upon termination of this Agreement, the Service Provider is to deliver to the Principal all Material in its possession or control relevant to the Statutory Appointment within seven (7) days of the termination date, or such other period as agreed in writing between the parties, unless it is otherwise lawfully permitted or required to retain the Material.

* 1. **Continuing** **obligations after Termination**

Clauses in this Agreement dealing with access to records, licences and consents, confidentiality, intellectual property, insurance, consequences of termination, dispute resolution and any other provision of this Agreement which by its nature should survive termination will survive termination, expiry or repudiation of this Agreement.

1. **Dispute Resolution**
	1. For any dispute arising under this Agreement:
		1. Both parties will try in good faith to settle the dispute by negotiation;
		2. If unresolved, the party claiming that there is a dispute will give the other party a notice setting out the details of the dispute;
		3. Within ten Business Days, each party may (if applicable) nominate a senior representative not having prior direct involvement in the dispute. The senior representatives will try in good faith to settle the dispute by negotiation.
		4. Failing resolution of the dispute within a further ten Business Days, the parties agree to appoint a mediator from the Australian Commercial Disputes Centre to conduct a mediation to resolve the dispute. The parties agree that the dispute will not be subject of proceedings before a Court until the mediator appointed by the parties has certified in writing that the parties’ participation in the dispute resolution process has not resolved the dispute. The mediator’s certificate will be structured to inform the Court whether the parties participated in the dispute process if a party did not participate or if the matter was only partly resolved through the process.
	2. The parties will each bear their own costs for dispute resolution. Despite the existence of a dispute, the Service Provider will (unless requested in writing by the Principal not to do so) continue performance under the Agreement.
	3. The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.
2. **Notices**
	1. Any notice given under this Agreement
		1. must be in writing, addressed to the intended recipient at the address shown for the parties in the Appointment details or, the last known address notified by the intended recipient;
		2. must be signed by an authorised officer of the sender;
		3. will be taken to have been delivered:
			1. in the case of delivery in person – when delivered to the recipient’s address for service and a signature is obtained as evidence of delivery;
			2. in the case of delivery by post – within three Business Days of posting; and
			3. in the case of delivery by email – on receipt of confirmation by the sender that the recipient has received the email.
	2. If delivery or receipt of a notice occurs on a day which is not a Business Day, or occurs later than 4:00 pm (local time of the sender) on a Business Day, it will be taken to have occurred at the commencement of the next Business Day.
3. **Waiver**
	1. A party’s failure or delay to exercise a power or right does not operate as a waiver of that power or right.
	2. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
	3. A waiver is not effective unless it is in writing.
	4. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
4. **Severability**

If any provision in this Agreement is unenforceable, illegal or void or makes anyone, or any part, of the former unenforceable, illegal or void, that provision is severed, and the rest of this Agreement remain in force.

1. **Entire Understanding**

The terms and conditions in the Scheme and all Schedules to the Scheme are the entire agreement and understanding between the parties on everything connected with the subject matter of the Scheme, and supersede any prior agreement or understanding on anything connected with that subject matter.

## SCHEDULE 1 – APPLICATION

* + - * + Complete the Application Form using Microsoft Word or other compatible software.
				+ Originals or certified copies of required documents such as Referee Reports must be provided.
				+ A Nominated Person is required to be available for an Appointment if the Service Provider is selected.

**A. ZONING ASSESSMENT**

Applicants may indicate a preference as to the geographical locations for which the Service Provider would be willing to perform the Services if the Applicant is successfully admitted to the Prequalification Scheme. This list is not an exhaustive list and may include neighbouring suburbs and towns as applicable.

**Metro North Region**

1. **Cumberland/Prospect**
* Auburn, Baulkham Hills, Blacktown, Holroyd, Parramatta
1. **Nepean**
* Blue Mountains, Hawkesbury, Penrith
1. **Northern Sydney**
* Hornsby, Hunters Hill, Ku-ring-gai, Lane Cove, Manly, Mosman, North Sydney, Pittwater, Ryde, Warringah, Willoughby

**Metro South Region**

1. **Inner West**
* Ashfield, Burwood, Canada Bay, Canterbury, Leichhardt, Marrickville, Strathfield
1. **South East Sydney**
* Botany Bay, Hurstville, Kogarah, Randwick, Rockdale, Sutherland Shire, Sydney, Waverley, Woollahra
1. **South West Sydney**
* Bankstown, Camden, Campbelltown, Fairfield, Liverpool, Wingecarribee, Wollondilly

**Hunter Region**

1. **Central Coast**
* Gosford, Wyong
1. **Hunter**
* Cessnock, Dungog, Lake Macquarie, Maitland, Muswellbrook, Newcastle, Port Stephens, Singleton, Upper Hunter Shire

**Western Region**

1. **Central West**
* Bathurst Regional, Blayney, Cabonne, Cowra, Forbes, Lachlan, Lithgow, Oberon, Orange, Parkes, Weddin
1. **Orana / Far West**
* Balranald, Bogan, Bourke, Brewarrina, Broken Hill, Central Darling, Cobar, Coonamble, Dubbo, Gilgandra, Mid-Western Regional, Narromine, Walgett, Warren, Warrumbungle Shire, Wellington, Wentworth, Unincorporated NSW (Far West)
1. **Riverina / Murray**
* Albury, Berrigan, Bland, Carrathool, Conargo, Coolamon, Cootamundra, Corowa Shire, Deniliquin, Greater Hume Shire, Griffith, Gundagai, Hay, Jerilderie, Junee, Leeton, Lockhart, Murray, Murrumbidgee, Narrandera, Temora, Tumbarumba, Tumut Shire, Urana, Wagga Wagga, Wakool

**Northern Region**

1. **Far North Coast**
* Ballina, Byron, Clarence Valley, Kyogle, Lismore, Richmond Valley, Tweed
1. **Mid North Coast**
* Bellingen, Coffs Harbour, Gloucester, Great Lakes, Greater Taree, Hastings, Kempsey, Nambucca, Unincorporated NSW (Lord Howe Island)
1. **New England**
* Armidale Dumaresq, Glen Innes Severn, Gunnedah, Guyra, Gwydir, Inverell, Liverpool Plains, Moree Plains, Narrabri, Tamworth Regional, Tenterfield, Uralla, Walcha

**Southern Region**

1. **Illawarra**
* Kiama, Shellharbour, Shoalhaven, Wollongong
1. **Southern Highlands**
* Bega Valley, Bombala, Boorowa, Cooma-Monaro, Eurobodalla, Goulburn Mulwaree, Harden, Palerang, Queanbeyan, Snowy River, Upper Lachlan, Yass Valley, Young

Zone preferences should be indicated by way of a tick in the check boxes in the right hand column.

|  |  |
| --- | --- |
| **Region** | **Apply** |
| **Metro North**  | [ ]  |
| **Metro South** | [ ]  |
| **Hunter** | [ ]  |
| **Western** | [ ]  |
| **Northern** | [ ]  |
| **Southern** | [ ]  |

## SCHEDULE A – Letter of Appointment

Ref:

Name

Title

address

address

address

address

Dear Ms/Mr XXX

**Appointment as [insert Appointment type] to [insert ‘Licensee’s or ‘Owner’s] Business Pursuant to [Insert relevant sections] of the [Insert relevant Act/Regulation].**

[insert Service Provider name] has been successfully selected for engagement by NSW Fair Trading to undertake an Appointment pursuant to the *Prequalification Scheme: Statutory Appointments under Legislation Administered by the*

I enclose with this Letter of Appointment the following documents relevant to the Appointment for which you have been selected for engagement:

* Instrument of Appointment;
* Appointment Details;
* Applicable Services Statement;
* Statutory Appointments Information Sheet – to be provided to the Licensee or Owner

All information and details relating to the Appointment are set out in the enclosed documents.

By accepting this Appointment, and counter-signing the enclosed copy of this Letter of Appointment, [Insert Service Provider] will accept engagement to provide the Services in accordance with the Scheme.

A copy of the counter-signed Letter of Appointment should be returned to the Principal as soon as practicable.

Yours Sincerely,

Principal’s Representative

## SCHEDULE B – Instrument of Appointment

On [date] ,

I appoint {Nominated Person], being an employee of [Service Provider] to undertake the Statutory Appointment of [role] pursuant to the [Act]

This appointment is subject to the terms and conditions of the Prequalification Scheme: Statutory Appointments under Legislation administered by the Minister for Innovation and Better Regulation.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Principal’s delegate, on behalf of the Principal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Principal’s delegate | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |
|  |  |
|  |  |

## SCHEDULE C – Appointment Details

| **Item No.** | **Item** | **Item Particulars** |
| --- | --- | --- |
| **Item 1** | **Principal’s Representative** |  |
| **Item 2** | **Appointee** |  |
| **Item 3** | **Service Provider of Appointee** |  |
| **Item 4** | **Legislation** |  |
| **Item 5** | **Nature of statutory appointment** |  |
| **Item 6** | **Licensee’s/Owner’s business** |  |
| **Item 7** | **Commencement Date** |  |
| **Item 8** | **Services** |  |
| **Item 9** | **Fees** |  |
| **Item 10** | **Reports & deliverables** | **Preliminary Assessment Report** - Specific Deliverables **[Insert Here]****Final Report** – Specific Deliverables **[Insert Here]** |
| **Item 11** | **other Service Provider personnel assisting with the Services** |  |
| **Item 12** | **Notice Contacts for Service Provider** |  |
| **Item 13** | **Notice Contacts for Principal** |  |

## SCHEDULE D – Services Statement

 **Part 1 – Accounts Examiner – PSBA Act (20 Business Days)**

1. On Appointment, will produce the Instrument of Appointment and require the Licensee (or an associate of the Licensee) to do any of the following:
* Produce to the accounts examiner or any assistant of the accounts examiner all records relating to the Licensee’s business (including all records made and kept by the Licensee under the PSBA Act) and (in the case of records stored electronically) produce any such record in written form;
* Give to the accounts examiner or any assistant of the accounts examiner all information relating to the records required to be produced under this section; and
* Produce to the accounts examiner or any assistant of the accounts examiner all authorities and orders to financial institutions and other documents that may be reasonably required.
1. For the purposes of safeguarding the Property Services Compensation Fund in relation to the affairs of a Licensee:
* Conduct a preliminary review of the accounts (trust and operating accounts) of the Licensee’s business;
* Conduct a reconciliation of the trust accounts;
* Compare available records of the Licensee with the records of the financial institution used by the Licensee;
* No reconstruction of books/records is required to be undertaken.
1. Prepare a confidential report within 20 Business Days of examining the accounts of the Licensee’s business indicating whether there is any irregularity or alleged or suspected irregularity in the accounts, or any other matter that in the Accounts Examiner’s opinion should be further investigated to provide a summary analysis of those accounts in the following format:
* Executive summary;
* Estimated trust account deficiency;
* Estimated viability prospects of the Licensee’s business (including current liabilities of the business); and
* Recommendations as to required future actions.

**Part 2 – Manager – PSBA Act**

**Preliminary assessment (20 Business Days) – Fees and Costs limited to $20,000.00 (incl. GST) for all Tier Categories**

* + - * 1. Take control of the Licensee’s business, including all operational and trust accounts;
				2. Become sole signatory to those accounts;
				3. Conduct a preliminary review of the trust accounts of the Licensee’s business (no reconstruction of books (forensic or otherwise) required to be undertaken);
				4. Conduct a reconciliation of the trust accounts of the Licensee’s business;
				5. Notify all clients and stakeholders of the Licensee’s business, including vendors and purchasers, landlords and tenants with whom the Licensee has contractual arrangements; and any lessor of the premises occupied by the Licensee’s business of the appointment of a Manager within two Business Days of appointment;
				6. Obtain the consent of current clients of the Licensee’s business to carry out work on their behalf;
				7. Keep separate books and records relating to the conduct of the trust accounts and controlled money accounts of the Licensee’s business from the date of the Appointment and, if reasonably necessary, open and maintain at an authorised deposit taking institution operating in New South Wales, one or more trust accounts;
				8. Prepare a Preliminary Assessment Report within 20 Business Days of entering into management of the Licensee’s business to provide a summary analysis of the affairs of the Licensee’s business in the following format:

Executive summary;

Estimated trust account deficiency (Failures to Account);

Proposed rectification of trust account deficiencies;

Estimated viability prospects of the Licensee’s business;

Proposed actions with regard to the rent roll of the Licensee’s business;

Overview of Licensee’s conduct, including conduct of licensee-in-charge;

Overview of the Licensee’s business, including current liabilities of the business; and

Recommended future actions.

**Tier 1 Category (in addition to Preliminary Assessment responsibilities) – Fees and Costs up to $150,000.00 (Incl. GST)**

• Take possession of all computers and operating systems associated with the Licensee’s business from the premises;

• Obtain electronic copy of all operating systems and trust account records via forensic means;

• Obtain the consent of current clients of the Licensee’s business to carry out work on their behalf;

• Undertake moderate level fund traces for monies that have been disbursed from the Licensee’s trust and operating accounts to determine nature of transactions;

• Prepare monthly statements at request of the Principal on work undertaken with a costs breakdown of that work;

• Assist clients of the Licensee’s business with regard to information about making a claim on the fund for missing monies;

• Liaise with Property Services Compensation Fund staff via the Fair Trading Investigator to assist those staff with the recovery of compensation money paid, from the sale of the Licensee’s business;

• Take steps (with the written approval of the Principal) to wind up / sell the Licensee’s business (but not the business’s shares);

* This may include the business’s property management rent roll (with consideration given to any binding agreements already entered into with respect to the sale of the rent roll);
* Dispose of, or otherwise deal with any property in relation to the Licensee’s business;
* Obtain at least three quotes from licensed real estate agents or licensed corporations for the purchase of the Licensee’s business.

• Independently confirm the commerciality of the proposed sale price;

• Undertake vetting process of potential licenced real estate agents that may take over the functions of the business, to the satisfaction of the Principal.

• Exercise any right in the nature of a lien over property held by the Manager on behalf of the clients of the Licensee’s business;

• Prepare a Final Report that may be used as Expert evidence in NSW District Court and NSW Supreme Court proceedings, and/or any civil or administrative proceedings, and which includes:

* Executive summary
* Total trust account deficiency (Failures to Account)
* Rectification strategies undertaken to fix trust deficiencies
* Actions taken in relation to rent roll of the Licensee’s business
* Overview of Licensee’s conduct, including conduct of licensee-in-charge
* Any breaches of the PSBA Act
* Overview of the Licensee’s business
* Receipts and payments

• Give Expert Evidence in subsequent Court proceedings as may be required by NSW Fair Trading.

**Tier 2 Category (in addition to Preliminary Assessment and Tier 1 responsibilities) – Fees and Costs up to $300,000.00 (Incl. GST, and Schedule of Fees costs)**

• Required to undertake extensive fund traces for monies that have been disbursed from the Licensee’s trust and operating accounts to determine nature of transactions;

• Accept instructions from, and undertake work on behalf of new clients to the Licensee’s business;

• Prepare statements at request of the Principal on work undertaken with a costs breakdown of that work;

• Carry out detailed partial reconstruction of trust accounts of the Licensee’s business up to 2 year period;

• Conduct enquiries / gather evidence and confirm / verify claims information and amounts payable for up to 50 claims;

• Independently confirm commerciality of any proposed sale price for Licensee’s business;

• Undertake vetting process of potential licenced real estate agents that may take over the functions of the business, to the satisfaction of the Principal.

• Undertake general marketing campaign in connection with the sale of the business;

**Tier 3 Category (in addition to Preliminary Assessment Period responsibilities, and Tier 1 and Tier 2 responsibilities) – Costs up to $500,000.00 (Incl. GST)**

• Be capable and ready for potential Appointment as a receiver to the Licensee’s business (fees for both Appointments to remain under $500,000.00 cap);

• Carry out complete and highly detailed reconstruction of trust and operating accounts of the Licensee’s business up to a 2 year period;

• Conduct enquiries and verify and confirm claims data/information/amounts payable for up to 150 claims or more;

• If Licensee’s business is to be sold, undertake extensive marketing campaign in connection with the sale of the business;

• Undertake a stringent vetting process of potential licenced real estate agents that may take over the functions of the business, to the satisfaction of the Principal.

**Part 3 – Receiver – PSBA Act**

**Note:** Before undertaking this type of Appointment pursuant to the Scheme, the Service Provider must ensure it is capable of undertaking, and agree to undertake, the following actions at no cost to the Principal:

* Appearing before the NSW Supreme Court;
* Following the directions of the Court;
* Providing all required evidence/exhibits to the Court;
* Filing an affidavit and consent form in connection with the Appointment with the Court to the satisfaction of the Court; and
* Seeking guidance from the Court where required.

**Where the Receiver has not previously been appointed as the Manager for the nominated Licensee’s business: Preliminary Assessment (20 Business Days) – Costs limited to $20,000.00 (Incl. GST) of any single Tier Category Allocation**

• Conduct a preliminary review of the accounts (Trust and operating accounts) of the Licensee’s business, and take an inventory of the assets of the Licensee’s business

* Conduct a reconciliation of the trust accounts
* Compare available records of the Licensee with the records of the financial institution used by the Licensee
* No reconstruction of books/records is required to be undertaken

• Prepare a Preliminary Assessment Report within 20 Business Days of examining the accounts of the Licensee’s business to provide a summary analysis of those accounts in the following format:

* Executive summary
* Estimated trust account deficiency
* Estimated viability prospects of the Licensee’s business (including current liabilities of the business), and
* Recommended future actions.

**Tier 1 Category (in addition to Preliminary Assessment Period responsibilities) – Costs up to $150,000.00 (Incl. GST, and Schedule of Fees costs)**

• Take possession of receivable property of the Licensee (and/or, as appointed by the NSW Supreme Court, take possession of receivable property of the Licensee’s associate;

• Enter premises, pursuant to an order of the NSW Supreme Court under section 142(4) (a) of the PSBA Act (either by themselves or accompanied by a police officer) and to search for, seize and remove any property that appears to be receivable property;

• Serve on an authorised deposit-taking institution, which may hold an account in which receivable property may be held, a stop order prohibiting operations on the account by any person other than the receiver or a person authorised by the receiver;

• Undertake Court proceedings for the recovery of receivable property, which has been taken by, or paid or transferred to, a person unlawfully or in breach of trust, pursuant to section 146(1) of the PSBA Act, from a person as a debt, the amount taken, paid or transferred, the amount of the inadequacy, the amount of the debt or the value of the property taken or transferred, as appropriate;

• Give a certificate, pursuant to section 147 of the PSBA Act to the Principal;

• Deal with receivable property in any manner in which the Licensee or Licensee’s associate could have dealt with it;

• Prove, grant, claim or draw a dividend in respect of a debt that is receivable property;

• Take proceedings to recover damages for a tort committed in relation to receivable property

• Give a receipt for money that is receivable property;

• Give Notices to the Licensee or Licensee’s associate pursuant to the PSBA Act;

• Undertake examination of the Licensee or other person in relation to receivable property, on the application of the receiver to the NSW Supreme Court;

• Invest receivable property as directed by the Principal, in any manner in which trustees are authorised by the *Trustee Act 1925* to invest funds;

• Pay monies from liquidated receivable property to the Principal so that, firstly, unsatisfied claims against the Licensee may be wholly or partially paid, and secondly, in payment of the expenses of the receivership;

• Prepare a Final Report that deals with matters considered to be appropriate to include in the report, and submit the report to the NSW Supreme Court and the Principal; and

• Prepare the Final Report in such a manner as may be used as an Expert’s Report in NSW District Court and NSW Supreme Court legal proceedings, and/or any civil or administrative proceedings.

**Tier 2 Category (in addition to Preliminary Assessment Period responsibilities and Tier 1 responsibilities) – Costs up to $300,000.00 (Incl. GST, and Schedule of Fees costs)**

• Required to carry out moderate level investigation into the receivable property held by the Licensee or Licensee’s associate;

• Required to undertake Court proceedings to recover receivable property as a debt, recover damages for a tort committed in relation to receivable property, or undertake examinations in the NSW Supreme Court;

• Required by the Principal to invest receivable property;

• Prepare statements at request of the Principal on work undertaken with a costs breakdown of that work; and

• Confirm/verify claims information and amounts payable for up to 100 claims.

**Tier 3 Category (in addition to Preliminary Assessment responsibilities, and Tier 1 and Tier 2 responsibilities) – Costs up to $500,000.00 (Incl. GST, and Schedule of Fees costs)**

• Required to carry out highly complex level of investigation into the receivable property held by the Licensee or Licensee’s associate;

• Required to undertake Court proceedings to recover receivable property as a debt, or recover damages for a tort committed in relation to receivable property, or undertake examinations in the NSW Supreme Court;

• Required by the Principal to invest receivable property; and

• Confirm/verify claims data/information/amounts payable for all claims.

**Part 4 – Manager – CL Act**

**Preliminary Assessment Period (20 Business Days) – Costs limited to $20,000.00 (Incl. GST) for all Tier Categories**

* Take control, and supervise the conduct, of the Licensee’s conveyancing business, including all employees and operational and trust accounts in accordance with the requirements of the CL Act;
* Notify the Principal of the employment of any disqualified person employed by the Licensee’s conveyancing business and terminate their employment;
* Become sole signatory to operational and trust accounts;
* Conduct a preliminary review of the trust accounts of the Licensee’s conveyancing business (no reconstruction of books (forensic or otherwise) required to be undertaken);
* Conduct a reconciliation of the trust accounts of the Licensee’s conveyancing business;
* Notify the Principal of any identified legislative or regulatory breaches;
* Prepare a Preliminary Assessment Report within 20 Business Days of entering into management of the Licensee’s conveyancing business to provide a summary analysis of the affairs of the Licensee’s conveyancing business in the following format:
	+ Executive summary;
	+ Estimated trust account deficiency (Failures to Account);
	+ Proposed rectification of trust account deficiencies;
	+ Estimated viability prospects of the Licensee’s conveyancing business;
	+ Overview of Licensee’s conduct, including conduct of licensee-in-charge
	+ Overview of the Licensee’s conveyancing business, including current liabilities of the business; and
	+ Recommended future actions.

**Tier 1 Category (in addition to Preliminary Assessment Period responsibilities) – Fees and Costs up to $150,000.00 (Incl. GST)**

* Take possession of all computers and operating systems associated with the Licensee’s conveyancing business from the premises;
* Obtain electronic copy of all operating systems and trust account records by forensic means;
* Obtain the consent of current clients of the Licensee’s conveyancing business to carry out conveyancing work on their behalf;
* Undertake moderate level fund traces for monies that have been disbursed from the Licensee’s trust and operating accounts to determine nature of transactions;
* Prepare monthly statements and compile records at request of the Principal (and within 21 days after the end of each month) on work undertaken in relation to the conduct of the Licensee’s conveyancing business with a costs breakdown of that work, including trial balance statements and a summary of total trust money, with records to include
	+ Trust account receipt books;
	+ Deposit books showing account deposits or an electronic equivalent;
	+ Trust accounts cash books, other written records or electronic records of deposits and payments;
	+ Chronological records of changes to information such as:
		- Client name and address
		- Matter number and description
		- Client and trust account numbers
* Maintain employment registers and other records in viewable form and in accordance with the legislation; as well as produce or make these records available for inspection on request by an authorised officer;
* Notify the Principal of any conflicts of interest or beneficial interests held by employees of the Licensee’s conveyancing business;
* Monitor the conduct of the business during the management to ensure compliance with legislation, as well as any guidelines issued by the Principal regarding the proper supervision of the business;
* Assist clients of the Licensee’s business with regard to information about making a claim on the fund for missing monies in respect of conveyances;
* Liaise with Property Services Compensation Fund staff via the Fair Trading Investigator to assist those staff with the recovery of compensation money paid, from the sale of the Licensee’s conveyancing business;
* Take steps (with the written approval of the Principal) to wind up / sell the Licensee’s conveyancing business (but not the business’s shares);
	+ This should be undertaken with consideration given to any conveyances or binding agreements already entered;
	+ Dispose of, or otherwise deal with any property in relation to the Licensee’s conveyancing business;
	+ Obtain at least three quotes from licensed conveyancers (including licensed corporations) or Australian Legal Practitioners for the purchase of the Licensee’s conveyancing business; and
* Independently confirm the commerciality of the proposed sale price;
* Undertake vetting process of potential licenced conveyancers or Australian Legal Practitioners that may take over the functions of the conveyancing business, to the satisfaction of the Principal;
* Exercise any right in the nature of a lien over property held by the Manager on behalf of the clients of the Licensee’s conveyancing business;
* Forward written authorities and orders to financial institutions as is reasonably required;
* Prepare a Final Report that may be used as an Expert’s Report in NSW District Court and NSW Supreme Court legal proceedings, and/or any civil or administrative proceedings, which includes:
	+ Executive summary
	+ Total trust account deficiency (Failures to Account)
	+ Rectification strategies undertaken to fix trust deficiencies
	+ Overview of Licensee’s conduct, including conduct of licensee-in-charge
	+ Any breaches of the CLA
	+ Overview of the Licensee’s conveyancing business
	+ Receipts and payments
* Give Expert evidence in subsequent Court proceedings as may be required by NSW Fair Trading.

**Tier 2 Category (in addition to Preliminary Assessment Period and Tier 1 responsibilities) – Fees and Costs up to $300,000.00 (Incl. GST)**

* Required to undertake extensive fund traces for monies that have been disbursed from the Licensee’s trust and operating accounts to determine nature of transactions;
* Prepare statements at request of the Principal on work undertaken with a cost’s breakdown of that work;
* Carry out detailed partial reconstruction of trust accounts of the Licensee’s conveyancing business up to 2 year period;
* Conduct enquiries / gather evidence and confirm / verify claims information and amounts payable for up to 50 claims;
* Independently confirm commerciality of any proposed sale price for Licensee’s conveyancing business;
* Undertake vetting process of potential licenced conveyancers or Australian Legal Practitioners that may take over the functions of the conveyancing business, to the satisfaction of the Principal.
* Undertake general marketing campaign in connection with the sale of the Licensee’s conveyancing business;
* Notify the Principal of any unclaimed money and deal with unclaimed trust money in accordance with Division 4 of the CL Act.

**Tier 3 Category (in addition to Preliminary Assessment Period, Tier 1, and Tier 2 responsibilities) – Fees and Costs up to $500,000.00 (Incl. GST)**

* Be capable and ready for potential Appointment as a receiver to the Licensee’s conveyancing business (fees for both Appointments to remain under $500,000.00 cap);
* If a receiver is appointed to the Licensee’s conveyancing business, comply with any lawful direction of the receiver;
* Carry out complete and highly detailed reconstruction of trust and operating accounts of the Licensee’s conveyancing business up to 2 year period;
* Conduct enquiries and verify and confirm claims data/information/amounts payable for up to 150 claims or more;
* Report to the Principal at any such time as directed by the Principal and in accordance with the information requested and directions given by the Principal;
* If Licensee’s conveyancing business is to be sold, undertake extensive marketing campaign in connection with the sale of the business;
* Dispose of, or otherwise deal with property in relation to the business.
* Undertake a stringent vetting process of potential licenced conveyancers or Australian Legal Practitioners that may take over the functions of the conveyancing business, to the satisfaction of the Principal.

**Part 5 – Receiver – CL Act**

**Note**: Before undertaking this type of Appointment pursuant to the Prequalification Scheme, the Service Provider must ensure it is capable of undertaking, and agree to undertake, the following actions at no cost to the Principal:

* Appearing before the NSW Supreme Court
* Following the directions of the Court
* Providing all required evidence/exhibits to the Court
* File an affidavit and consent form in connection with the Appointment with the Court to the satisfaction of the Court and
* Seek guidance from the Court where required.

**Where the Receiver has not previously been appointed as the Manager: Preliminary Assessment Period (20 Business Days) – Costs limited to $20,000.00 (Incl. GST) of any single Tier Category Allocation**

• Conduct a preliminary review of the accounts (Trust and operating accounts) of the Licensee’s business, and take an inventory of the assets of the Licensee’s business

o Conduct a reconciliation of the trust accounts;

o Compare available records of the Licensee with the records of the financial institution used by the Licensee;

o No reconstruction of books/records is required to be undertaken.

• Prepare a Preliminary Assessment Report within 20 Business Days of examining the accounts of the Licensee’s business to provide a summary analysis of those accounts in the following format:

o Executive summary;

o Estimated trust account deficiency;

o Estimated viability prospects of the Licensee’s business (including current liabilities of the business), and

o Recommended future actions.

**Tier 1 Category (in addition to Preliminary Assessment Period responsibilities) – Fees and Costs up to $150,000.00 (Incl. GST)**

• Take possession of receivable property of the Licensee (and/or, as appointed by the NSW Supreme Court, take possession of receivable property of the Licensee’s associate;

• Enter premises, pursuant to an order of the NSW Supreme Court under section 109(4)(a) of the CL Act (either by themselves or accompanied by a police officer) and to search for, seize and remove any property that appears to be receivable property;

• Serve on an authorised deposit-taking institution, which may hold an account in which receivable property may be held, a stop order prohibiting operations on the account by any person other than the receiver or a person authorised by the receiver;

• Undertake Court proceedings for the recovery of receivable property, which has been taken by, or paid or transferred to, a person unlawfully or in breach of trust, pursuant to section 113 (1) of the CL Act, from a person as a debt, the amount taken, paid or transferred, the amount of the inadequacy, the amount of the debt or the value of the property taken or transferred, as appropriate;

• Give a certificate, pursuant to section 114 of the CL Act to the Principal;

• Deal with receivable property in any manner in which the Licensee or Licensee’s associate could have dealt with it;

• Prove, grant, claim or draw a dividend in respect of a debt that is receivable property;

• Take proceedings to recover damages for a tort committed in relation to receivable property;

• Give a receipt for money that is receivable property;

• Give Notices to the Licensee or Licensee’s associate pursuant to the CL Act;

• Undertake examination of the Licensee or other person in relation to receivable property, on the application of the receiver to the NSW Supreme Court;

• Invest receivable property as directed by the Principal, in any manner in which trustees are authorised by the *Trustee Act 1925* to invest funds;

• Pay monies from liquidated receivable property to the Principal so that, firstly, unsatisfied claims against the Licensee may be wholly or partially paid, and secondly, in payment of the expenses of the receivership;

• Prepare a Final Report that deals with matters considered to be appropriate to include in the report, and submit the report to the NSW Supreme Court and the Principal;

• Prepare the Final Report in such a manner as may be used as an Expert’s Report in NSW District Court and NSW Supreme Court legal proceedings, and/or any civil or administrative proceedings.

**Tier 2 Category (in addition to Preliminary Assessment Period responsibilities and Tier 1 responsibilities) – Fees and Costs up to $300,000.00 (Incl. GST)**

• Required to carry out moderate level investigation into the receivable property held by the Licensee or Licensee’s associate;

• Required to undertake Court proceedings to recover receivable property as a debt, recover damages for a tort committed in relation to receivable property, or undertake examinations in the NSW Supreme Court;

• Required by the Principal to invest receivable property;

• Prepare statements at request of the Principal on work undertaken with a costs breakdown of that work; and

• Confirm/verify claims information and amounts payable for up to 100 claims.

**Tier 3 Category (in addition to Preliminary Assessment Period responsibilities, and Tier 1 and Tier 2 responsibilities) – Fees and Costs up to $500,000.00 (Incl. GST)**

• Required to carry out highly complex level of investigation into the receivable property held by the Licensee or Licensee’s associate;

• Required to undertake Court proceedings to recover receivable property as a debt, or recover damages for a tort committed in relation to receivable property, or undertake examinations in the NSW Supreme Court;

• Required by the Principal to invest receivable property; and

• Confirm/verify claims data/information/amounts payable for all claims.