

**AGED CARE RESOURCES & SERVICES:
LICENSE AGREEMENT - 12 MARCH 2025¹**

Gevers Goddard Jones Pty Ltd trading as GGJ Consultants ABN: 44 100 066 957 31 Tuckfield Street, Fremantle WA 6160 Email: RESOURCES@GGJ.COM.AU Phone: 0407 197 992	GGJ Bank Details:	BSB: 086 217 Account No: 54 300 6476 Please include Invoice Number in Bank Payment
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Purchaser* Name: _____ ABN / ACN / IAN: _____ Address: _____ Email: _____ Telephone: _____	
Entity Type: <input type="checkbox"/> Association/ NFP <input type="checkbox"/> Company Ltd by Guarantee <input type="checkbox"/> Aboriginal Corporation <input type="checkbox"/> Pty Ltd Company <input type="checkbox"/> LGA	
Please indicate: <input type="checkbox"/> Approved Provider <input type="checkbox"/> CHSP Service Provider <input type="checkbox"/> Consultant <input type="checkbox"/> Franchisee	
RACS ID Number/s: _____	
Key Contact Name: _____ Position: _____ Email: _____ Telephone: _____	Invoicing Contact Name: _____ Position: _____ Email: _____ Telephone: _____
Signed as an agreement inclusive of below aged care resources & services terms & conditions for and on behalf of the *Purchaser by its duly authorised representative:	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Authorised representative's signature </div> <div style="width: 45%;"> Authorised representative's position </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> Authorised representative's name </div> <div style="width: 45%;"> Date </div> </div>	
See pages 2 to 6 below for GGJ Aged Care Resources & Services Terms & Conditions (Version 1.04).	
Additional Contacts: <div style="height: 80px;"></div>	

¹ Note: With the assistance of a lawyer, we have updated our terms and conditions to ensure the expectations and responsibilities of purchasers and GGJ Consultants are clearly articulated. This update also ensures our terms and conditions comply with the changes to Australian Consumer Law regarding unfair contract terms. The amendments to the legislation (which commenced on 9 November 2023) mean that using (or even proposing) terms in standard form consumer contracts, that fall within the meaning of "unfair", is now illegal and may attract substantial penalties.

GGJ ORDER FORM – 12 March 2025

ORDER	DETAILS	QTY	COST	TOTAL
1. 2024 EXAMPLE POLICIES AND PROCEDURES – HOME CARE				
Example Policies and Procedures and Forms for Home Care	CHSP Only: License for one outlet		\$4,500.00	
	HCP Only: License for one outlet		\$6,000.00	
	CHSP and HCP: License for one outlet		\$6,500.00	
	License for additional outlets (RACS ID)		\$250.00	
	Annual Support Subscription – Updates for Policies and Procedures (NOT State legislation)		\$800.00	
	Support fee per additional outlet		\$150.00	
2. 2024 EXAMPLE POLICIES AND PROCEDURES MANUAL – RESIDENTIAL CARE				
Example Policies and Procedures and Forms for Residential Care	Residential Care: License for one outlet		\$8,000.00	
	License for additional outlets (RACS ID)		\$300.00	
	Annual Support Subscription – Updates for Policies and Procedures (NOT State legislation)		\$1,000.00	
	Support fee per additional outlet		\$250.00	
3. 2024 EXAMPLE POLICIES AND PROCEDURES MANUAL – INTEGRATED HOME CARE AND RESIDENTIAL CARE				
Example Policies and Procedures and Forms for Integrated Home Care and Residential Care	Integrated Home Care and Residential Care: License for one outlet. For Home Care Select: CHSP <input type="checkbox"/> HCP <input type="checkbox"/> Both <input type="checkbox"/>		\$10,000.00	
	License for each additional outlet (RACS ID)		\$500.00	
	Annual Support Subscription – Updates for Policies and Procedures (NOT State legislation)		\$1,500.00	
	Support fee per additional outlet		\$300.00	
4. ADDITIONAL CUSTOMISATION SERVICES FOR EXAMPLE POLICIES AND PROCEDURES MANUALS				
Customisation Options for the Policies and Procedures	Inclusion of your logo and service name in the P&P and forms		\$600.00	
	Change Example Worker Positions to your Organisation Positions. (You need to complete the Attached Positions Form.)		\$1500.00	
	Change legislation references in the Policies and Procedures (not Forms) to your State or Territory (Not required for WA)		\$900.00	
	State-Specific Content Support Subscription. - Content will be audited twice per year. A summary of the audit, and any required changes, will be provided. (All States and Territories))		\$375.00 per State	
6. 2024 AUDIT AND SURVEY TOOLS: (Requires Microsoft Word and Excel 2007 or newer)				
Audit and Survey Tools for Home Care	License for one outlet		\$1200.00	
	License for each additional outlet		\$100.00	
Audit and Survey Tools for Residential Care	License for one outlet		\$1,400.00	
	License for additional outlets		\$100.00 ea.	
Audit and Survey Tools for integrated service	License for one outlet		\$1,600.00	
	License for additional outlets		\$100.00 ea.	
7. 2024 NDIS ADD-ON: Inclusion of the NDIS Standards requirements in the Aged Care Policies and Procedures				
Covers the Core Module of NDIS Standards	License covers multiple outlets. The Add-on applies to Home Care and Residential Care		\$3,250.00	
NDIS Core Module Updates	Annual Support subscription - Content will be audited twice per year. A summary of the audit, and any required changes, will be provided.		\$600.00	
8. SERVICE AGREEMENTS				
Service Agreement for Home or Residential Care	We recommend the Service Agreement from Aged Care Provider Assistance. Isabelle Kimler 0406 536 743			
TOTAL FEES(EXCLUDING GST)				
TOTAL FEES (INCLUDING GST)				

AGED CARE RESOURCES & SERVICES TERMS & CONDITIONS

1. Form of Agreement

- (a) The parties agree that the Order Form issued by GGJ and signed by both parties creates a legally binding agreement between GGJ and the Purchaser which comprises of:
- (i) the Order Form;
 - (ii) these Terms and Conditions; and
 - (iii) any documents annexed to the Order Form,
- (Agreement)**, and which prevails over any quotation or terms issued by the Purchaser.
- (b) Where the Purchaser has obtained from GGJ a licence to use, amend, reproduce, publish, distribute or otherwise deal with Resources pursuant to a previous arrangement or agreement between the parties, the parties agree that on and from the Order Date the Purchaser's continued use of the Resources will be governed by this Agreement.

2. Term

This Agreement commences on the Order Date and expires on the 12-month anniversary of the Order Date, unless terminated earlier in accordance with this Agreement **(Term)**.

3. Warranties

At the Order Date, each party warrants that:

- (a) it has the power and authority to enter into and perform its obligations under this Agreement, as the execution of this Agreement has been duly and validly authorised by all necessary corporate action
- (b) this Agreement is valid, binding and enforceable against it
- (c) the execution and performance of this Agreement does not contravene its constituent documents, any law, any of its obligations or undertakings by which it is bound or cause a limitation on the powers of its corporate officers to be exceeded; and
- (d) the execution and performance of this Agreement will not conflict with the rights of any third party and there are no contracts in existence that would affect the party's ability to perform its obligations under this Agreement.

4. Supply

- (a) The Purchaser will pay the Total Fee in consideration for the Supply as specified in the Order Form.
- (b) The rights under this Agreement are non-exclusive and GGJ may license or otherwise deal with the Resources, and provide Services, at any time and in any way, including in a way identical to and in

competition with the Order made under this Agreement.

4.2 Resources

- (a) Within a reasonable time of the Order Date, GGJ will deliver the licensed Resources to the Purchaser in digital form.
- (b) The Purchaser acknowledges and agrees that the Resources are provided:
 - (i) in accordance with the license provisions under clause 5.2;
 - (ii) on an "as is" basis, to the extent permitted by law; and
 - (iii) as example documents and must be amended, edited, and adapted by the purchaser to meet the specific legal and commercial requirements of their organisation. This includes documents, such as Procedures, Forms, the Strategic Plan and Business Continuity Plan, that may contain references to aged care programs that do not apply to your service. These can be easily edited or removed as part of your own customisation process.

4.3 Services

Where agreed in the Order Form, for the duration of the Term, GGJ will provide the Purchaser with:

- (a) Annual Support Subscription services, as and when GGJ deems relevant and timely to accommodate changes in relevant law; and
- (b) Additional Customisation Services [these will be provided in a timeframe and at a cost agreed by both parties in writing and dependent on the size and complexity of the purchaser's organisation and service delivery.

5. Intellectual Property (IP) Rights

5.1 Ownership

- (a) Each party remains the owner of its Existing IP and nothing in this Agreement prevents, limits or restricts each party's subsequent use or exploitation of its Existing IP.
- (b) For the avoidance of doubt, all right, title and interest, including all IP Rights, in the Resources is owned by and vested in GGJ or its licensors and this Agreement does not confer on the Purchaser any right, title or interest in the Resources, other than as expressly set out in this Agreement.
- (c) The parties agrees that:
 - (i) all IP Rights in Customised Resources will be vested in GGJ and will be GGJ's property as and when created; and

- (ii) the Purchaser will assign all rights, title and interest in and to the Customised Resources to GGJ.
- (d) On GGJ's request, the Purchaser must execute any formal assignment or other document required to give effect to the assignment set out in clause 5.2(b)(i).

5.2 Licence for Resources

- (a) Subject to the terms of this Agreement, GGJ grants the Purchaser a non-exclusive, perpetual, non-transferable, non-sublicensable licence to use, amend, reproduce, publish, distribute or otherwise deal with the Resources and/or Customised Resources solely for:
 - (i) the number of Outlets specified in the Order Form;**(Permitted Use).**
- (b) The Purchaser acknowledges and agrees that it is expressly not permitted to use, amend, reproduce, publish, distribute or otherwise deal with the Resources and/or Customised Resources, or allow any other person to do the same, for any purpose other than to for the Permitted Use, including:
 - (i) distributing, transferring or otherwise disclosing the Resources to:
 - (A) the public;
 - (B) a third party; or
 - (C) any Outlet (which has not been expressly identified in the Order Form);
 - (ii) reproducing, incorporating or combining the Resources and/or Customised Resources (whether in full or part) with third party material;
 - (iii) reselling the Resources and/or Customised Resources;
 - (iv) publishing or disclosing the Resources to the internet;
 - (v) registering or attempt to register any interest in the Resources and/or Customised Resources; and
 - (vi) granting any sublicense or rights in respect of the Resources to a third party without the prior written consent of GGJ.

5.3 Licence of Customised Resources

GGJ grants to the Purchaser an exclusive, non-transferable, perpetual licence to use the Customised Resources solely for the Permitted Use.

5.4 Protection of IP Rights in the Resources

The Purchaser must:

- (a) take all reasonable steps to protect GGJ's IP Rights in the Resources, including but not limited to ensuring the Purchaser's Personnel do not retain a copy of the

Resources or Customised Resources on completion of their engagement (in whatever capacity) with the Purchaser;

- (b) mark all copies of Customised Resources with "© COPYRIGHT GGJ 2024 LICENSED TO" followed by the name of the Purchaser (or otherwise as directed by GGJ from time to time); and
- (c) immediately notify GGJ if it becomes aware of any actual, suspected or threatened infringement of GGJ's IP Rights in the Resources.

6. Fees and Payment

6.1 Total Fee

- (a) The Total Fee for the Supply is specified in the Order Form and calculated at a fixed rate which is exclusive of:
 - (i) GST; and
 - (ii) costs and expenses incurred by GGJ, to be expressly agreed in writing by the parties.
- (b) Any amounts payable by the Purchaser under this Agreement are to be paid in full without deduction or set-off to the extent permitted by law.

6.2 Replacement Fee

If replacement up-to-date Resources are required a re-issue fee current at the time, will apply for the Resources current at the time of re-issue, and is only available to current support subscribers.

6.3 Payment

The Purchaser must pay the Total Fees to GGJ by the Payment Date, by bank transfer to the bank account nominated by GGJ in the Order Form.

6.4 GST

To the extent that any supply made under or in connection with this Agreement is a taxable supply, the amount payable is the consideration provided under this Agreement for the supply plus an amount equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply, payable at the same time as the consideration.

7. Variation to Order

- (a) The Purchaser may request to vary the Order, for reasons including:
 - (i) increasing the number of Outlets to distribute the Resources and/or Amended Resources; or
 - (ii) adding Services to the Order,
 by notifying GGJ in writing.
- (b) Within 7 Business Days from the date of the request to vary (as per clause 7(a)), GGJ must respond to the Purchaser in writing to confirm whether GGJ wishes to reject or accommodate the request to vary.

- (c) Where GGJ confirms it will accommodate the request to vary (as per clause 7(b)), GGJ must set out its offer to vary (acting reasonably):
 - (i) all or part of the Order;
 - (ii) the Total Fee (calculated on the basis of the fees applied under this Agreement); and
 - (iii) the delivery and/or performance timeframes for the Order.
- (d) Within 7 Business Days from receiving GGJ's variation offer (as per clause 7(c)), the Purchaser must notify GGJ, in writing, to confirm whether it accepts the variations set out in GGJ's variation offer.
- (e) The Purchaser agrees that the cost of adding Annual Support Services to a pre-existing Order, in accordance with this clause, be calculated on a retrospective basis (commencing on the Order Date) as the Additional Support Services will incorporate all updates to the Resources for that retrospective period.

8. Release

- (a) The Purchaser acknowledges and agrees that, to the extent permitted by law, GGJ has not made and does not make any warranty or representation concerning:
 - (i) the suitability or fitness for purpose of the Supply; and
 - (ii) the prospects, success of, revenues that may result from the exploitation of the Supply,
 and GGJ excludes all guarantees and warranties that are not expressly set out in this Agreement to the maximum extent permitted by law.
- (b) Subject to the terms of this Agreement, the Purchaser acknowledges that GGJ has endeavoured to ensure that there are no errors or omissions in the Supply and accepts all responsibility for:
 - (i) use and reliance on the Supply; and
 - (ii) customising the Resources (in accordance with clause **Error! Reference source not found.**) for the suitability of the Resources for the Purchaser's use and compliance with any applicable requirement on the Purchaser under law or contract.

9. Limitation of Liability

9.1 Liability

- (a) Subject to the terms of this clause each party's maximum aggregate liability to the other party for any loss or damage or injury arising out of or in connection with this Agreement, including any breach by GGJ of this Agreement however arising, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the Total Fees.
- (b) Notwithstanding any other provision of this Agreement, a party will not be liable to the other party

in contract (including under any indemnity) or under any law for:

- (i) any loss of use, profit, production, revenue, anticipated savings, goodwill, contract (present or future) or reputation;
- (ii) interruption to any business; or
- (iii) any special, indirect or consequential losses,

that the other party may incur or suffer in relation to this Agreement.

9.2 Consumer Remedies

- (a) Nothing in this Agreement is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the ACL, or the exercise of a right conferred by such a provision, or any liability of GGA in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.
- (b) If GGJ is liable to the Purchaser in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, GGJ's total liability to the Purchaser for that failure is limited to:
 - (i) in relation to Resources, replace or repair the Resources at no additional cost to the Purchaser; and
 - (ii) in relation to Services, resupply of the services or payment of the cost of resupply.
- (c) For the avoidance of doubt, the Purchaser acknowledges and agrees that, due to electronic nature of Resources, GGJ will not accept the Resources to be returned for a refund, unless required by law.

10. Confidentiality

Each party (**recipient**) must keep secret and confidential and not disclose any information relating to another party or its business (which is or has been disclosed to the recipient by the other party, its representatives or advisers), the Resources, Services, or the terms of this Agreement, except:

- (a) where the information is in the public domain as at the date of this Agreement (or subsequently enters the public domain other than by breach of any obligation of confidentiality binding on the recipient); and
- (b) if the recipient is required to disclose the information by applicable law or the rules of a recognised securities exchange, provided that the recipient has, to the extent practicable, consulted with the provider of the information as to the form and content of the disclosure.

11. Dispute Resolution

- (a) If a dispute arises between the parties in connection with this Agreement, either party may submit written notice of the dispute to the other party to confirm the details of the dispute (**dispute notice**).
- (b) Within 14 Business Days after receiving the dispute notice, senior officers of the parties shall confer at least once to resolve the dispute or to agree on methods of doing so.
- (c) If the dispute remains unresolved after 30 Business Days of receiving the dispute notice, either party may refer the matter for external mediation.

12. Force Majeure

Neither party will be held liable for the default or delay in performing obligations that are caused by a Force Majeure Event. The affected party's obligations will only be deferred to the extent of the disruption.

13. Termination

- (a) Without affecting any other right or remedy available to it, either party may terminate this Agreement:
 - (i) with immediate effect, by giving written notice to the other party, if the other party:
 - (A) commits a material breach of any other term of this Agreement and either:
 - (1) the breach cannot be remedied;
 - (2) the other party fails to remedy that breach within a period of 14 days after the other party has, or is deemed to have, received written notice requesting it to do so; or
 - (B) becomes insolvent, enters voluntary administration, or is declared bankrupt (as applicable); or
 - (ii) if a Force Majeure Event continues for a continuous period of 30 days, or for successive periods totalling more than 30 days over a continuous 120 day period.
- (b) On receipt of a notice provided in accordance with clause 13(a):
 - (i) GGJ must immediately cease the Supply;
 - (ii) both parties must take all available steps to minimise any liabilities, costs and expenses resulting from the termination;
 - (iii) within 5 Business Days, the Purchaser must pay for any Supply, that have been provided to, or accepted by, the Purchasers as at the date of termination; and
 - (iv) as soon as practicable, both parties must deliver up any of the other party's property.

14. General

- (a) This Agreement is governed by the law in force in Western Australia and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia and the Federal Court of Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement.
- (b) This Agreement states all the express terms agreed by the parties about its subject matter. It supersedes all prior agreements, understandings, negotiations and discussions in respect of its subject matter.
- (c) An amendment or variation of any term of this Agreement must be in writing and signed by each party.
- (d) No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this Agreement unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.
- (e) Nothing in this Agreement gives a party authority to bind any other party in any way or imposes any fiduciary duties on a party in relation to any other party.
- (f) Neither party may assign, novate, transfer, encumber, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other party, except where this Agreement provides otherwise.
- (g) Clauses 5 (IP Rights), 6.2 (Replacement Fee), 9 (Limitation of Liability), 10 (Confidentiality), 13(b) (Actions on termination) and 14(a) (Jurisdiction) survive termination of this Agreement together with any other term which by its nature is intended to do so.

15. Definitions and interpretation

15.1 Definitions

Capitalised terms or expressions used in this Agreement have the meaning set out in this clause:

ACL means Australian Consumer Law (under *Competition and Consumer Act 2010* (Cth)).

Additional Customisation Service means the customisation service option available to be provided by GGJ for the policies and procedures selected by the Purchaser, as specified in the Order Form.

Agreement has the meaning given in clause 2.

Annual Support Subscription means the provision of updates available to be provided by GGJ for the policies and procedures selected by the Purchaser, as specified in the Order Form.

Business Day means a day on which banks are open for business in Perth (Western Australia), other than a Saturday, Sunday or public holiday in that city, and if any act under this Agreement is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.

Customised Resources means the Resources which have been amended, edited, adapted (and otherwise customised) to the specific legal and commercial requirements and operations of the Purchaser, and includes all material therein or derived from the Resources.

Existing IP means all IP Rights owned by a party, whether alone or jointly with any third party, created or invented before the Order Date.

Force Majeure Event means an event that is beyond the reasonable control of the affected party, which causes or results in default or delay in the performance by the affected party of any of its obligations under this Agreement and which the affected party could not reasonably have been expected to have prevented, avoided or overcome by exercising a standard of care and diligence consistent with that of a prudent, competent and experienced person in the circumstances.

GGJ means Gevers Goddard Jones Pty Ltd trading as GGJ Consultants (ABN: 44 100 066 957).

GST means goods and services tax chargeable under A *New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property (IP) Rights means all intellectual property rights, whether or not such rights are registered or capable of being registered, including:

- (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill), logos and trade names;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist anywhere in the world (including Australia).

Payment Date means the due date the Total Fees must be paid by the Purchaser to GGJ, as specified in the Order Form.

Permitted Use has the meaning given in clause 5.2(a).

Purchaser means the person named as the purchaser of the Supply in the Order Form, and includes the Purchaser's Personnel.

Order means the Supply agreed to be provided by GGJ to the Purchaser, in consideration for the Total Fees, as specified in the Order Form.

Order Date means the date this Agreement commenced, as specified in the Order Form.

Order Form means GGJ's standard procurement form that sets out the Resources and Services available to be provided by GGJ in consideration for the Total Fees.

Outlets means the premises owned or operated by the Purchaser for which GGJ grants a licence for the Resources, as specified in the Order Form.

Personnel means a party's employees, officers, directors, agents, representatives, consultants, permitted assignees, successors and administrators.

Resources means the selected example documents (including policies, procedures, manuals, add-on and audit/survey tools), and includes all material therein or derived from the example documents, as agreed by the parties and specified in the Order Form to be licensed by GGJ for use by the Purchaser in accordance with this Agreement.

Services means the selected services (including Annual Support Subscription and/or Additional Customisation Service) to be performed by GGJ, as agreed by the parties and specified in the Order Form.

Supply means the licence of the Resources and Services (where applicable) as agreed to be provided by GGJ to the Purchaser, as agreed by the parties and specified in the Order Form.

Term means the term of this Agreement specified in clause 2.

Total Fees means the total amount payable by the Purchaser to GGJ for the Supply, as specified in the Order Form.

15.2 Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) headings and subheadings do not affect the interpretation of this Agreement;
- (b) a reference to a party means the parties to this Agreement and includes that party's Personnel and related bodies corporate;
- (c) words denoting the singular include the plural and words denoting the plural include the singular;
- (d) a reference to any agreement or document (including this Agreement) includes any amendments to or replacements of that document;
- (e) a reference to a law includes:
 - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - (ii) any constitutional provision, treaty or decree;
 - (iii) any judgment;
 - (iv) any rule or principle of common law or equity,

and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts;

(f) no provision of this Agreement will be construed adversely to a party because that party was

responsible for the preparation of that provision or this Agreement;

(g) a reference to time is a reference to Perth (Western Australia) time unless otherwise specified;

(h) a reference to the word “including” (and its variations) means without limitation.