

# Production Register - Official Order

RM Ref:

This Order is made on the: \_\_\_\_\_

| A Contractor Details: |  |
|-----------------------|--|
| 1. Name               |  |
| 2. Address            |  |
| 3. Phone Number       |  |
| 4. Email              |  |
| 5. Contact Person     |  |

| B Project Details:     |  |
|------------------------|--|
| 1. Project Name        |  |
| 2. Project Title       |  |
| 3. Project Manager     |  |
| 4. Creative Brief      | Attached (please tick)   |
| 5. Contract Fee AUD    |  |
|                        | Fixed <input type="checkbox"/> Capped <input type="checkbox"/> |
| 6. Cost Code           |  |
| 7. Date for Completion |  |

| C Category Details (Tick Applicable) |                            |
|--------------------------------------|----------------------------|
| <input type="checkbox"/>             | 1. Content                 |
| <input type="checkbox"/>             | 2. Videography             |
| <input type="checkbox"/>             | 3. Photography             |
| <input type="checkbox"/>             | 4. Social Media Engagement |

| D Agreed Payment Structure                                   | Tick Applicable  |
|--|--|
| 1. Payment Terms   | <input type="checkbox"/> Lump Sum on Completion of Services          |
|  | <input type="checkbox"/> Other, please specify: Milestone Payments   |
| 2. Invoicing Frequency                                       | <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly |
|  | <input type="checkbox"/> Monthly <input type="checkbox"/> One-Off    |
| 3. Rate Type*<br><i>*as per Application for Registration</i> | <input type="checkbox"/> Hourly                                      |
|  | <input type="checkbox"/> ½ Daily                                     |
|  | <input type="checkbox"/> Daily                                       |
|  | <input type="checkbox"/> Weekly                                      |

| E WHSW  | Tick Applicable          |
|---|--------------------------|
| 1. Risk Management Plan not applicable (office based works only)  | <input type="checkbox"/> |
| 2. WHSW Risk Assessment to be undertaken by Contractor  | <input type="checkbox"/> |
| 3. Risk Management Plan (Safe Work Method Statement or similar to be delivered to the Agency prior to commencement) | <input type="checkbox"/> |

| F Required Insurance (s)   |
|--|
| 1. Public Liability Insurance (minimum \$10M AUD) for photography and videography categories |
| 2. Professional Indemnity Insurance (minimum \$500K AUD)                                     |
| 3. Other, please specify:  |

The Contractor agrees and acknowledges that upon execution of this Official Order, the terms and conditions set out in this Official Order, is the agreement between Tourism Tasmania and the Contractor and that the Services hereby ordered are to be performed and delivered in accordance with the attached Creative Brief.

| Executed by Tourism Tasmania (the Agency) |  |
|---|--|
| Signature                                 |  |
| Name                                      |  |
| Date                                      |  |

| Executed by Contractor |  |
|------------------------|--|
| Signature              |  |
| Name                   |  |
| Date                   |  |

## 1. Services

The Agency has engaged the Contractor specified in **Item A** of the Official Order to provide the Services specified in **Item B** of the Official Order and in accordance with the terms and conditions of this Agreement.

## 2. Contract Fee and Payment

2.1 Subject to the terms and conditions of this Agreement, the Agency agrees to pay the Contract Fee specified, and in accordance with the manner prescribed, in **Items B5 and D** of the Official Order to the Contractor for the Services.

2.2 The Fee for the Services is payable within 20 Business Days of the date on which the Contractor gives to the Agency a correctly rendered tax invoice for the Services that is in a form approved by the Agency.

2.3 The Agency is not required to make any payment to the Contractor if the Contractor is in breach of this Agreement.

2.4 The total moneys paid or payable by the Agency to the Contractor will not exceed **Item B5** of the Official Order.

## 3. Supply of Services

3.1 The Contractor must:

- (a) supply the Services to the Agency in accordance with the Agreed Timeframe specified in **Item B7** of the Official Order or as instructed by the Agency's Representative when partial services and/or deliverables are required;
- (b) supply the Services with the due care and skill, and to a standard, reasonably to be expected of a person both competent and experienced in providing services similar to the Services;
- (c) ensure that the Services comply with all applicable laws and all applicable Australian Standards;
- (d) comply with any reasonable requests of the Agency's Representative in relation to the provision of any aspect of the Service (including any Agency policies or requirements that need to be adhered to);
- (e) provide such ad hoc or further information as the Agency's Representative may reasonably require, including provision of partial content or delivery of services through milestones as specified in briefs or as instructed by the Agency's Representative;
- (f) not infringe the intellectual property rights of any third person in connection with the delivery of the Services; and
- (g) ensure that it, and its employees, hold all accreditations, permits and licences necessary to deliver the Services;
- (h) if required by the Agency or the Agency's Representative, provide such updates as to the provision of the Services as the Agency may reasonably require during the term of the Contractor's engagement;
- (i) ensure that the Services are delivered by the persons named in **Item A** of the Official Order or by other persons approved in writing by the Agency;
- (j) implement best practice policies and procedures to prevent data loss, including regular system data back-ups to guarantee the integrity and security of the content being delivered under this Agreement.
- (k) Comply with any security requirements and cyber security requirements where using an online system for or on behalf of the Agency.
- (l) Use any software in accordance with its terms of service and not do anything that may jeopardise the reputation of the Agency.
- (m) Follow the directors, brand guidelines and instruction provided by the Agency in relation to the specific tasks required by the Contractor.

3.2 Time is of the essence in relation to the delivery of the Services.

## 4. Insurance

4.1 The Contractor must hold and keep current at all relevant times contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying as detailed in **Item F**.

4.2 The Contractor must not do anything that may result in any insurance required, or any part of it, becoming invalid or unenforceable.

## 5. Intellectual Property Matters

5.1 The title to, and property (including all intellectual property) in, all Contract Material vests in the Agency upon its creation. If required by the Agency, the Contractor must, as directed by the Agency, formally transfer to the Agency all

intellectual property rights in the Contract Material.

5.2 On the expiration or earlier termination of this Agreement the Contractor must, at its expense, promptly deliver all Contract Material and all Agency Material, in its possession or control, to the Agency.

5.3 Agency Material remains the property of the Agency. On the expiration or earlier termination of this Agreement, the Contractor must immediately return all the Agency Material to the Agency. The Contractor must pay the cost of delivery.

5.4 The Contractor warrants that the use of the Contract Material by the Agency will not infringe the intellectual property rights of any third party.

5.5 The Contractor unconditionally consents to any infringement of its moral rights in relation to any use of the Contract Material. If any third party has moral rights in any Contract Material, the Contractor must obtain the unconditional consent in writing of that third party to any infringement of those moral rights.

5.6 In this clause moral right means a moral right granted under the *Copyright Act 1968* (Cth).

## 6. Confidentiality in relation to Contract Material and Agency Material

6.1 The Contractor must not, and must ensure that none of its employees or subcontractors, publicly disclose, or use for a purpose other than for the purposes of this Agreement, any Contract Material or Agency Material.

6.2 Nothing in this clause prevents the Contractor from disclosing Contract Material or Agency Material: that is available to the public generally otherwise than as a result of a breach of this clause by the Contractor; if the disclosure is required by law; if the disclosure is necessary to obtain an approval or licence under a law; or if the disclosure is to the Contractor's professional advisers who, in relation to that disclosure, agree with the Agency to keep the information confidential.

## 7. Confidentiality

7.1 Despite any confidentiality or intellectual property rights subsisting in this Agreement (including any schedule, appendix, annexure or attachment to it), either party may publish all or any part of the Agreement and any information about the Agreement, without reference to the other.

7.2 The Contractor must not publicly disclose, or use for any purpose, any information or material acquired or produced in connection with the performance of the Services ("Confidential Information") without the written consent of the Agency, except to the extent that disclosure is required by law or the Confidential Information is disclosed confidentially to professional advisers;

- (a) to get professional advice about this Agreement;
- (b) to enforce this Agreement.

7.3 The Contractor must ensure that employees who have access to Confidential Information are aware of, and comply with, all confidentiality obligations affecting it.

7.4 Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cth).

## 8 Contractor remains independent contractor

Despite the degree of direction, control or supervision that the Agency directly or indirectly exercises over or in respect of the Contractor or its employees, agents or sub-contractors in the discharge of duties, obligations, and covenants under this Agreement, the Contractor is taken to be and remain an independent contractor.

## 9 Provisions relating to the operation of the Professional Standards Act 2005 (Tas)

9.1 If no Scheme applies to the Contractor under the *Professional Standards Act 2005* (Tas), the Contractor waives all present and future rights, as against the Agency, to claim any limitation of liability provided by any future Scheme in relation to future legal liability, claims or proceedings arising from, or attributable to, the Contractor delivering Services under this Agreement, including, but not limited to, a wrongful (including negligent) act or omission.

9.2 If a Scheme applies to the Contractor at any time during the term of the Contractor's engagement by the Agency, then the level of the Contractor's liability under this Agreement will be limited by the Scheme.

## 10 Law of Tasmania and relevant Agency policies

10.1 The parties agree that the laws of the State of Tasmania govern this Agreement.

10.2 The Contractor will at all times comply with all Acts, Ordinances, regulations, by-laws, orders and proclamations of the Commonwealth or the State of Tasmania applicable to the delivery of the Services.

10.3 The Agency will notify the Contractor of any relevant Agency policies that may be applicable to provision of the Services. The Contractor will comply with all relevant Agency policies.

## 11 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay arises from any circumstances outside its control, including without limiting the generality of the foregoing, fire, flood, explosion, strike, lock-out or other industrial act or dispute or the breakdown of or accident to plant, unavailability or shortage of raw materials, failure of power supplies or transport facilities or act of God or any order or direction of any Commonwealth or State Government or government authority or instrumentality.

## 12 GST

12.1 Subject to any other provision of this Agreement expressing a contrary intention, all amounts in this Agreement are exclusive of GST.

12.2 Where GST is imposed on a supply made under this Agreement, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

12.3 A party making a taxable supply under this Agreement must give the recipient a tax invoice for the taxable supply when that supply is made.

## 13 Privacy

13.1 The Contractor agrees that in undertaking and providing the Services:

- (a) not to do any act or engage in any practice which, if done by the Agency or a Personal Information Custodian would be a breach of any Personal Information Protection Principle;
- (b) to comply with any directions, guidelines, determinations or recommendations of the Agency, to the extent that they are consistent with Personal Information Protection Principles.

13.2 The Contractor agrees to notify the Agency immediately if it becomes aware of a breach or possible breach of any of its obligations under clause 13.

13.3 In this clause the terms "*Personal Information Protection Custodian*" and "*Personal Information Protection Principles*" have the same meaning as in the *Personal Information Protection Act 2004* (Tas).

## 14 Resolution of disputes

14.1 If a dispute arises between the parties under this Agreement (except for action required to be taken under statute) the parties undertake in good faith to use all reasonable endeavours to resolve their dispute by negotiation.

14.2 If one party has given a written notice of a dispute to the other party and the parties fail to resolve the dispute by a meeting or meetings within 20 Business Days after receipt of the notice, then the dispute must be submitted for resolution under the following sub-clauses.

14.3 The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience agreed between them. In the absence of agreement the matter in dispute must be determined under the provisions of the *Commercial Arbitration Act 2011* (Tas).

14.4 The arbitrator's or independent expert's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.

14.5 Except to enforce this clause, or to seek an urgent interim determination, a party must not commence or maintain an action by legal proceedings about the dispute until it has been dealt with as provided in this clause.

## 15. Zero Tolerance Towards Violence Against Women Policy

15.1 Violence against women is defined by the United Nations as "any act of gender based violence that results in or is likely to result in physical, sexual or physiological harm or suffering to women".

15.2 The Crown upholds a zero tolerance policy towards violence against any person in the workplace. The Contractor acknowledges and undertakes to uphold a zero tolerance policy towards violence against any person in the workplace in its interaction with employees,

agents and subcontractors and in delivery of the Services.

15.3 All contractors must and will ensure that its employees, agents and subcontractors will at all times for the duration of this contract act in a manner that is non-threatening, courteous and respectful.

15.4 If the Agency reasonably believes that any of the Contractor's employees, agents or subcontractors are failing to comply with the Zero Tolerance Towards Violence Against Women Policy then the Agency may in its absolute discretion prohibit access by the relevant employees, agents or subcontractors to the Site; and/ or direct the Contractor to withdraw the relevant employees, agents or subcontractors from providing or assisting in providing the Services

## 16. Miscellaneous

16.1 The Agency may set off against an amount otherwise payable by the Agency to the Contractor any amount due from the Contractor to the Agency. For the avoidance of doubt, this clause does not exclude any other right of set off at law.

16.2 Each party to this Agreement must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Agreement.

16.3 An obligation or liability on the part of two or more persons binds them jointly and severally.

16.4 The Contractor must not assign this Agreement or any of its Rights under this Agreement.

16.5 This Agreement may only be amended or supplemented in writing signed by the parties.

16.6 The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

16.7 Each Right provided in this Agreement is exclusive and independent of each other Right in this Agreement, and all other Rights at law or in equity.

16.8 In this clause, the term "*Right*" includes a right, power, remedy, authority and discretion.

## 17 Work, Health & Safety ("WHHS")

17.1 The Contractor must perform its, and must ensure that its Personnel and its subcontractor's Personnel, perform their, obligations under this Agreement in strict compliance with applicable Work, Health and Safety (WHS) laws, standards and policies.

17.2 The Contractor is required to assess Risks and Hazards associated with works and services to be undertaken under this Agreement and is required to communicate such assessments to the Agency through provision of Safe Work Method Statement or similar document prior to commencing the services as stated in **Items B and E** unless otherwise directed in writing by the Agency's Representative.

## 18 Interpretation

18.1 In this Agreement, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this Agreement;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) other grammatical forms of a defined term have a corresponding meaning;
- (e) an expression denoting a natural person, company, partnership, corporation or any government body includes any other of them;
- (f) a reference to any thing or any property includes a part of that thing or property;
- (g) a reference to a party includes that party's successors and permitted assigns;
- (h) mentioning any thing after the words **includes** or **including** does not limit the meaning of any thing mentioned before those words;
- (i) a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (j) a reference to any legislation includes subordinate legislation made under it and any amendment to, or replacement for, any of them.