

Agreement Details

Date	1 July 2021
The Association Specialists Details	Name: The Association Specialists (Association Manager) ABN: 35 002 729 606 Address for Notices: PO Box 576, Crows Nest, NSW 1585 Phone Number: 02 9431 8600 Email: nell@theassociationspecialists.com.au
Client Details	Name: Australasian Trauma Society (Client) ABN: 35 665 490 453 Address for Notices: PO Box 5746, Crows Nest NSW 1585 Phone Number: 0437 682 637 Email: m.reade@uq.edu.au
Services	Association Management Services

EXECUTED by the parties as an Agreement:

Signed for: Australasian Trauma Society (Client)
by its authorised representative

Name: _____
Title: _____
Signature: _____
Date: _____
Signature of witness: _____
Name of witness: _____

Signed for: The Association Specialists Pty Ltd (Association Manager)
by its authorised representative

Name: _____
Title: _____
Signature: _____
Date: _____
Signature of witness: _____
Name of witness: _____

Terms of Agreement

1. Definition of Terms

These meanings apply:

Agreement means these terms and conditions and the Agreement Details;

Termination means the ending of this Agreement by either party subject to Clause 9 in the Agreement or on expiry as stated in Clause 3;

Client Australasian Trauma Society (ATS);

Association Manager The Association Specialists Pty Ltd (TAS);

Program of Work is the work / services that will be undertaken by the Association Manager for the Client for the duration of the Agreement period. The Program of Work encompasses all of the services outlined in **Schedule B: Services Provided**; and

Confidential Information means all confidential information, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of this Agreement relating to the business, technology, clients or other affairs of the disclosing party.

2. Program of Work

2.1 The Program of Work to be provided by the Association Manager under this Agreement shall include the services outlined in **Schedule B: Services Provided**.

2.2 The Program of Work as outlined in Clause 2.1 for services by the Association Manager to the Client shall be conducted under the direction of the Managing Director of the Association Manager.

3. Contract Period

The Contract Period is for **three (3) years** commencing on **1 July 2021**, and is:

3.1 To be rolled-over for further periods of twelve (12) months at a time (pending annual review) from the completion of the Agreement, until such a time as a new Agreement is signed between the parties or a termination has been exercised;

3.2 Subject to an annual review of the Agreement (including satisfactory performance of the Association Manager as outlined in Clause 6 of this Agreement); and

3.3 Subject to a termination notice period of three months at any time (by either party to the Agreement).

3.4 If at the end of the contract term no new agreement has been entered and no notice to terminate has been given by either party, then the contract will continue on the terms in existence at the date of the end of the contract term. Such ongoing terms will include a three-month notice period by either party and ongoing price adjustments in accordance with the current contract until such time as the contract is either terminated or a new contract is signed.

4. Special Conditions

The Special Conditions contained in this clause override the General Conditions in every instance where there is a conflict between the Special Conditions and the General Conditions. General Conditions being all those conditions contained within this Agreement other than those contained under Clause 4.

If the Association Manager collects or otherwise handles any moneys belonging or owing to the Client, then it does so as the Client's trustee, and must:

- 4.1 Keep those moneys separate from the Association Manager's other moneys;
- 4.2 Account for any GST component of such moneys in accordance with the GST legislation; and
- 4.3 Account to the Client for those moneys on demand.

5. **Contract Price**

- 5.1 The services outlined in **Schedule B: Services Provided** are to be carried out at the hourly rates as specified in **Schedule A: Management Fees**.
- 5.2 Timesheets will be supplied to the Client on a monthly basis to support all work carried out.
- 5.3 The Association Manager will undertake no additional fee generating work outside the contract terms without the express approval in writing of the Client. All such work must be fully quoted to the Client so that all parties are in agreement before work is begun.
- 5.4 Any amendments to the fees will be reflected in **Schedule A: Management Fees** as agreed.
- 5.5 Fees will be reviewed every 12 months and will take into account a review of the existing Project of Work in the previous period since contract review.
- 5.6. There will be an automatic Wage Price Index (WPI) as reported by the Australian Bureau of Statistics) price increase on all contract rates based on the previous 12 months change in WPI. Such amendment to occur on 1 July in each year commencing 1 July 2022.
- 5.7 A review of this contract will automatically be prompted in the case of significant material changes to the scope or scale or operations.
 - 5.7.1 Significant changes to the scale of operations is defined as a variance of 15% from the original measurable components. Examples of these include but are not limited to the number of members, the number of events held per annum, or the number of Board / Committee meetings hosted per annum.
 - 5.7.2 Changes to the scope of operations is defined as the Association Manager undertaking services outside of the agreed upon scope of work in **Schedule B: Services Provided**, resulting in the exceeding of the monthly maximum cap.
 - 5.7.3 The review will be undertaken in good faith between the Client and Association Manager

6. **Performance**

- 6.1 The Association Manager will carry out the Program of Work, in a professional manner with reasonable care and diligence and in accordance with all applicable laws.
- 6.2 The Association Manager's appointed Service Delivery Team will be responsible for the conduct and timely completion of the Program of Work. Liaison between the Association Manager and the Client in respect of the Program of Work will be conducted between the Client's representative(s) and the Association Manager's representative(s).

- 6.3 If the Client, acting reasonably, is not satisfied that any of the Association Manager's personnel are performing the Association Manager's obligations in accordance with this Agreement, then the Client may, by notifying the Association Manager 30 days in advance, require the Association Manager to substitute the relevant personnel of the Association Manager with a person acceptable to the Client.
- 6.4 For the avoidance of doubt the President of the Client will, in the event of a formal ruling being required relating to this contract, be the official representative of the Client for such matters.

7. Payment

- 7.1 The Client will pay to the Association Manager the fees set out in Clause 5 upon receipt of a monthly comprehensive invoice incorporating the hourly fees plus GST and expenses incurred in provision of services to the Client. Such fees are to be paid within 14 days of invoice date.
- 7.2 Any invoice issued by the Association Manager must specify the amount payable, any expenses payable, and any additional information required by the GST legislation.
- 7.3 The Association Manager irrevocably waives any right to claim, and irrevocably releases the Client from any liability for, any amount or benefit not expressly included in this Agreement as payable in connection with the Program of Work including, without limitation, any tax, impost or other government or statutory charge.

8. Confidentiality and Intellectual Property

- 8.1 The Association Manager shall treat information disclosed to it by the Client as confidential and shall continue to do so. However, the Association Manager may use and disclose the Client's information but only as reasonably necessary for performing the Program of Work. The obligations of confidentiality under this clause do not extend to Client's information that:
- 8.1.1 Is rightfully known or in the possession or control of the Association Manager and not subject to an obligation of confidentiality on the Association Manager;
- 8.1.2 Is public knowledge (other than as a result of a breach of this Agreement); or
- 8.1.3 The Association Manager is required by law to disclose.
- 8.2 The Association Manager agrees that all rights relating to any intellectual property, including but not limited to copyright, design, trade mark, trade secret or confidential information, which is first created or developed pursuant to the Program of Work will on its creation vest in the Client.

9. Termination

- 9.1 This Agreement is from **1 July 2021** until **30 June 2024**.
- 9.2 In addition, either party may terminate this Agreement by notice given in writing to the other party effective immediately if the other party breaches or fails to comply with any provision of this Agreement and where breach or failure is capable of being remedied fails to remedy the breach or failure within 30 days of receiving notice in writing specifying the breach or failure and requiring it to be rectified.
- 9.3 The Association Manager must notify the Client immediately if:
- 9.3.1 The Association Manager ceases to carry on business;

- 9.3.2 The Association Manager ceases to be able to pay its debts as they become due;
- 9.3.3 Any step is taken by the Association Manager to enter into an arrangement between it and its creditors; or
- 9.3.4 Any step is taken to appoint a receiver, receiver and manager, provisional liquidator, administrator or other like person of the whole or part of the Association Manager's assets, operations or business.

If any event referred to above occurs, the Client may terminate this Agreement with immediate effect by giving written notice to the Association Manager.

- 9.4 On termination of this Agreement under Clause 9.2, the Client shall pay all fees and expenses due to the Association Manager at the time of termination and in accordance with the payment schedule in Clause 7.1 above.

10. Service of Notices

- 10.1 Any notice or other communication to be given by one party to the other must be given in writing and signed by its authorised representatives and must be served by either:

- 10.1.1 Hand with signed receipt;

- 10.1.2 Courier;

- 10.1.3 Facsimile- which must be acknowledged as received and legible;

- 10.1.4 Email- which must be acknowledged as received and legible; or

- 10.1.5 Australia Post- registered mail addressed to party at the address as listed in **Schedule C: Addresses for Notices.**

NOTE: Service of notice by unverifiable means is not acceptable.

- 10.2 All notices, demands, and other communications required or permitted to be given hereunder shall be in writing and served in the manner as described.
- 10.3 Either party may change the address to which communications are to be directed by giving written notice to either party in the manner provided in 10.1.
- 10.4 Addresses for notices may be amended as agreed between the parties in writing from time to time as required and are to be noted in **Schedule C: Addresses for Notices.**

11. Assignment

Neither party may assign or novate its obligations or the benefit of its rights under this Agreement without the prior approval in writing of the other party to the Agreement. Such assignment to be not unreasonably withheld.

12. Entire Contract

This Agreement is the entire agreement between the parties in relation to the Program of Work and any representation, warranty, condition, promise, undertaking or other provision not expressly set out in this Agreement shall have no force or effect.

13. Disputes

Any claim, dispute or question in connection with this Agreement which cannot be resolved between the parties within 30 days of the date the dispute was notified to the other party shall be referred to the Australian Commercial Disputes Centre for dispute resolution.

14. Relationship

Nothing in this Agreement constitutes the creation of a relationship of employment, agency or partnership between the parties.

15. Governing Law

This Agreement is governed by the law applicable in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

16. Goods and Services Tax

16.1 In this Agreement, Goods and Services Tax ('GST') means any tax on the supply of goods or services imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and all related legislation ('GST legislation') designed to tax the consumption of goods and services within Australia.

16.2 If any goods or services supplied by a Supplier to a Recipient under this Agreement are liable to GST, then payments for those goods and services must be:

16.2.1 Increased by the amount of GST payable (without any deduction for any tax credits that the Supplier might be entitled to claim); and

16.2.2 Decreased by any reduction in the cost to the Supplier of supplying the goods or services arising from any change in other taxes, duties or statutory charges under GST legislation.

16.3 If GST is payable, the Supplier warrants that it is registered under GST legislation and must provide to the Recipient:

16.3.1 On request, evidence of registration (that is, an Australian Business Number) under GST legislation;

16.3.2 A tax invoice (as approved under GST legislation) within 14 days of any purchase from the Supplier; and

16.3.3 On request, any other document or assistance required by the Recipient to claim any available tax credit for, or recover any, GST payments.

17. Indemnity

17.1. The Association Manager indemnifies the Client against any claim, liability, loss or damage the Client suffers, directly or indirectly, because of the Association Manager's act, failure to act, negligence or default with respect to:

17.1.1 Death or injury to any person;

17.1.2 Damage to or destruction of any property;

17.1.3 Infringement of intellectual property rights; and

17.1.4 Unauthorised disclosure of the Client's confidential information.

18. Use of Name

The Association Manager must not use the name, trademarks or logo of the Client as a means of endorsing or promoting its business, products or services without the Client's prior written consent.

19. Change of Name

Either party reserves the right to change its business/trading names without impact on this Agreement.

20. Association Manager Employees

All members of staff of the Association Manager remain the employees of the Association Manager.

Any interest the Client may have in directly employing any staff member of the Association Manager must be expressed in the first instance to the Association Manager's Managing Director.

Such employment will be subject to agreement by the employee, the Association Manager's Managing Director and the Client and will be subject to a one-off fee, payable by the Client to the Association Manager, equivalent to 35% of the employee's annual salary. This fee will be applicable should an employee of the Association Manager commence employment with the Client at any time within six months of resigning from the Association Manager. Except that where an employee is hired at the request of the Client to act on their behalf and covered by a separate contract this clause may not automatically apply.

21. Insurance

21.1 The Association Manager and each of its subcontractors (if any) shall, at its own cost and expense, purchase and during the full currency of this Contract maintain in full force and effect with reputable and substantial insurers, valid insurance suitable and sufficient to give cover against any claim or indemnity whatsoever arising in connection with the performance of the Program of Work or otherwise in connection with this Contract, which insurance shall include but not necessarily be limited to:

21.1.1 Workers Compensation;

21.1.2 Public Liability for a sum insured of not less than \$A20,000,000 per occurrence, and being unlimited in the aggregate in any one period of insurance; and

21.1.3 Professional Indemnity for a sum insured of not less than \$A2,000,000 for any one claim and in the aggregate, with provision for reinstatement for the period of insurance.

21.2 The Association Manager shall provide proof of the above coverage if requested by the Client.

Schedule A: Management Fees

For period commencing: 1 July 2021

The Association Specialists' fees are listed below for the provision of association management services to the Australasian Trauma Society.

Association Management Fee

1. Monthly Association Management Fee

Our annual Association Management Fee will be based on an hourly fee structure with a minimum and maximum cap per month in place. Based on our hourly fees on the following page this cap will equate to between **\$1,500.00 + GST** and **\$1,950.00 + GST** per month. This fee will be reviewed after six months to ensure the fees fairly reflect the scope of services being performed.

2. Annual Maximum Cap

An overall 12-month maximum cap of **\$23,400.00 + GST** will apply. TAS reserves the right to adjust the final invoice of the 12-month period to account for any months in which work carried out has exceeded the value of the maximum cap for that month, with such adjustments not to exceed the overall maximum overall cap.

3. Non-Standard System Levy

A non-standard systems levy of **15%** of the monthly management fees will apply in cases when TAS is required to use systems other than those which TAS uses as standard (these will typically be database or accounting systems). This will be applied to the monthly management fee and may result in the maximum cap being adjusted.

4. Monthly Disbursement Fee

An additional charge equivalent to **3%** of the monthly management fee will be charged each month to cover the costs of the following items:

- Printing and photocopying
- Fax and Emails
- Postage – including Franked Post & Express Post (but excluding Bulk Post)
- Stationary
- Telephone – including line rental and call costs)

How Do We Calculate Our Fees?

Our annual fee is calculated based on the following hourly rates (+ GST):

Service	Fees
Membership	\$100.00
General Office Admin	\$100.00
CEO	\$150.00
Finance	
General Bookkeeping, Monthly Reconciliations and Reports	\$100.00
Consulting, Annual Accounts (no audit), BAS	\$150.00
Newsletter / Journal	\$100.00

Please note the following:

- At the end of the first twelve-month period of the relationship, a review will be conducted in good faith between both parties to ensure that the scope of services and fees are set at levels which are commensurate and accurately reflect the needs of both parties
- Fees in subsequent years would be subject to such review and would factor in any increases in the rate of the Wage Price Index (WPI)

- Outsourcing of specialised service providers / consultants, if required, would be subject to additional costs. Supplier invoices, free from mark-ups, would be supplied
- Should the workload exceed the maximum cap three months consecutively, an automatic review of the scope and scale of operation will be prompted in good faith between TAS and the Australasian Trauma Society.

Currinda Fee

Currinda is a cloud-based system and is subscribed to on a fee per user equivalent to \$4.50 per member per annum and \$2.25 per event / seminar registration (GST exclusive), subject to change.

Expense Recovery

Any additional third-party external costs will be charged in line with the Standard On-Costs Schedule.

Additional Fees

Additional services outside the agreed contract will be charged at the hourly rates noted in the table above, in accordance with an Agreement with the Client prior to the work being undertaken. In our experience, additional charges are rare as we aim to tailor the original proposal to the Client's requirements. Should additional services be added to the brief after contracting, the rates above would apply by-the-hour for our time in providing those services.

The Association Specialists will recover at cost expenses incurred directly in relation to the provision of services. These will be fully documented for approval by the Client. All such claims will be supported by relevant documentation.

Charges for external services such as web & graphic design, print, venues, insurance, IT services, satchel packing, audio-visual, exhibition construction, program app development and additional stationery will be passed on to the Client. Quotations for these outside services are obtained for the Client's consideration and are all included as budget items. When goods or services are arranged from Suppliers on the Client's behalf, the Suppliers' original invoices, free from mark-ups, rebates or commissions, are presented for payment.

Commissions, Rebates and Mark-ups

The Association Specialists does not receive commissions or rebates from third party suppliers. Neither do we mark-up third party supplier invoices to receive a benefit. We believe that these practices might be perceived to prejudice our ability to work without bias on behalf of our client and are contrary to our strong stance on ethics and transparency in all our business dealings.

Payment Terms

The Association Specialists will provide a monthly comprehensive invoice incorporating detailed timesheets, a monthly fee and expenses incurred in provision of services to the Australasian Trauma Society. Payment will be required within 14 days of invoice.

Standard On-Costs

Item	Fee
Postage	
Bulk Post/ Parcels	As per Australia Post receipt
Storage	<p>Offsite storage of archived goods attracts a fee of:</p> <ul style="list-style-type: none"> - \$250 + GST < 10 boxes - \$500 + GST > 10 boxes - These fees are subject to CPI increases.
Credit Cards	(includes direct merchant cost)
VISA / Mastercard	1.5%
American Express	2%
Electronic Gateway	\$350 p/annum for the use of the TAS electronic payment gateway (SecurePay) plus any transactional fees, at cost
XERO Licensing Fee	TAS' preferred program is XERO. An alternative may be negotiated between TAS and the client, though if agreed upon, XERO will incur a monthly licensing fee of \$40+ GST per month
Satchel Packing	<p>\$0.50 up to 5 inserts per satchel \$1.00 for 6+ inserts per satchel \$1.50 for 15+ inserts per satchel</p>
In house Credit Cards	Use of TAS credit card to fund client expenses will incur a 3% service fee on total transaction value.
BAS Return (GST Reporting)	\$350 per return
Online Surveys - set up, management, reporting	\$500 per survey
Non-Contract Out-of-Office Staffing	Should the client wish to engage staff for out of office for activities such as attending interstate site inspections or committee meetings outside of those agreed in contract, a flat rate of \$500 will be levied for that staff member per day (or pro-rata thereof).
Staff Travel, Accommodation & Living Expenses	Should TAS staff be required to travel to events or meetings all associated expenses (including but not limited to taxi fares, flights, accommodation, parking, meals, vehicle hire) will be recharged at cost supported by third party receipts.
<p>*All prices noted are exclusive of GST *All above costs will be included in the monthly invoice as incurred</p>	

Schedule B: Services Provided

For period commencing: 1 July 2021

Below is a table outlining all of the services which will be provided under this contract for the Australasian Trauma Society.

Services marked with * may incur additional charges as outlined in the Standard On-Costs Schedule.

Category	Service	Y/N
Office Management and Infrastructure	Provision of an allocated association management team to coordinate day-to-day operations of the organisation	Y
	Provision of a dedicated phone number (including voicemail personalised for your organisation), fax and email address*	Y
	Provision of a PO Box, all mail handling and a physical address for couriers/deliveries	Y
	Storage (digital and physical) for current filing (up to two years' materials)	Y
	Offsite storage of non-current materials in accordance with agreed archiving policy*	Y
	Stationery management for ongoing use	Y
	Provision of business systems to enable effective operation of the organisation	Y
	Access to boardroom facilities in the TAS office (Sydney & Melbourne) on a complimentary basis	Y
	Preparation and distribution of Management Reports	Y

Category	Service	Y/N
Communication	Responding to or re-direction of enquiries/correspondence from members, the general public and all other stakeholders	Y
	Responding to enquiries/correspondence from the Executive Committee, other Board members and other office bearers.	Y

Category	Service	Y/N
Membership Management	Maintenance of complete and accurate membership records within the selected database system	Y
	Maintain database of potential new members / contacts*	Y
	Responding to member queries as required	Y
	Management of the annual membership renewal process: <ul style="list-style-type: none"> Production and distribution of notices Production and distribution of reminder notices Processing of all renewals into database Production and distribution of tax invoices 	Y
	Processing of membership receipts and distribution of confirmation letters	Y
	Processing of new membership applications and communication to potential members through the application process	Y
	Review and follow-up of all outstanding membership dues	Y
	Preparation and distribution of reports relating to membership/new member demographics and statistics as requested by the Board	Y
	Preparation and distribution of new member packs	Y
	Production and issuing of certification cards *	N

Category	Service	Y/N
Financial Management	Maintenance and preparation of complete books of account for the Organisation	Y
	Receipting and prompt banking of all monies	Y
	Follow up of outstanding invoices issued by TAS on behalf of the organisation	Y

	Fortnightly preparation of accounts for payment	Y
	Production and distribution of the following financial reports monthly or upon request:	
	<ul style="list-style-type: none"> Balance Sheet Profit & Loss 	Y
	Preparation and submission of quarterly BAS returns* (only applicable to associations registered for GST)	N
	Preparation and completion of annual returns required by the local or national governing body when they fall due	Y
	Coordination of preparation and submission of annual tax returns * (by an outsourced provider)	Y
	Coordinate audit by an independent auditor	Y
	Implementation of cash reserve management plan, as devised by the Board/Committee	N

Category	Governance Service	Y/N
Governance Support	Advising the Board / Executive on legislative matters and the interpretation of the Organisation's constitution	Y
	Acting on behalf of the Public Officer for the Organisation in preparing and submitting the mandatory reports to the local or national governing body	Y
	Management of statutory compliance with the local or relevant governing body	Y
	Maintenance of corporate documents and records	Y
	Preparation and management of the Annual General Meeting (AGM), including:	Y
	<ul style="list-style-type: none"> Preparation of agenda and action list Preparation of nomination and proxy forms Collation and distribution of reports and meeting papers (including board reports and legislative reports i.e. financial audit report and directors report) Management of logistics for meeting Production, distribution and filing of minutes post meeting Maintenance of corporate documents and records 	

Considerations:

The current scope of services includes a provision for one (1) representative of TAS to attend the AGM in person. Should the AGM be held electronically, the contract has allowed for two (2) TAS representatives to be present for the meeting.

Category	Service	Y/N
Marketing, Website & Publication Support	Maintenance and management of Website	Y
	Maintenance of a members' portal on the website	Y
	Updating of website calendar of events	Y
	Perform mass email blasts to members and subscriber databases as directed by the committee	Y
	Liaising with the elected web master to ensure currency and accuracy of information on the website	Y
	Uploading to the website of newsletters, journal articles, publications and sponsorship details	Y
	Upload Social Media content per direction by the Board / Committee (excludes content generation / sourcing)	N
	Co-ordination of the production of printed and web-based materials (excluding content generation)	Y

Considerations:

The above provisions for marketing, website & publication support include 4 x Trauma Talk Newsletters per annum.

Category	Service	Y/N
Meeting Management	Preparation of agenda and action item list	Y
	Collation and distribution of Committee reports and papers pre-meeting(s)	Y
	Participate via teleconference or in person	Y
	Production, distribution and filing of minutes post meeting(s)	Y
	Maintenance of corporate documents and records	Y
	Management of logistics for all meetings	Y

Considerations:

The above provisions for meeting management services apply to the following:

- 4 x Board Meetings per annum

Any additional meeting are subject to additional fees in accordance with the hourly rates enclosed within this document.

Category	Service	Y/N
Event Management	Venue arrangements including obtaining quotes, negotiating terms, coordinating contracts and ongoing liaison with the venue in the lead-up to and including the event	N
	Set up of registration on on-line system, processing and receipting all registrations	N
	On-site management of event/s, including the provision of the appropriate number of staff members on-site*	N
	Speaker management and delivery of entitlements	N
	Financial management of the event/s, including the preparation of a budget, preparation of a P&L, management of accounts payable/receivable	N

Schedule C: Addresses for Notices

For period commencing: 1 July 2021

Any notices required to be sent to parties to the contract in accordance with Clause 10 will be addressed as follows:

Notices to the Association Manager shall be addressed as follows:

The Association Specialists Pty Ltd (Association Manager)

PO Box 576, Crows Nest NSW 1585

Attention: Nell Harrison

Email: nell@theassociationspecialists.com.au

Notices to the Client shall be addressed as follows:

Australasian Trauma Society (Client)

PO Box 576, Crows Nest NSW 1585

Attention: Michael Reade

Email: m.reade@uq.edu.au