

2022

STATE OF WESTERN AUSTRALIA

and

**VENTIA AUSTRALIA PTY LTD
(ABN 11 093 114 553)**

DEED OF EXTENSION AND VARIATION

COURT SECURITY AND CUSTODIAL SERVICES CONTRACT

State Solicitor's Office
28 Barrack Street
Perth WA 6000
Telephone : (08) 9264 1888
Ref: SSO 3703-15

TABLE OF CONTENTS

Clause	Page No.
1. DEFINITIONS AND INTERPRETATION	2
1.1. DEFINITIONS.....	2
1.2. INTERPRETATION	3
2. EXTENSION	4
3. VARIATION	4
4. ACKNOWLEDGEMENT	9
5. ABORTED REGIONAL HUB LOCK UP CLEARANCES	9
6. EFFECT	10
7. MISCELLANEOUS	10
7.1. FURTHER ASSURANCE	10
7.2. VARIATIONS	10
7.3. COSTS	10
7.4. GOVERNING LAW AND JURISDICTION	10
SCHEDULE 1.....	12
ANNEXURE A	13
ANNEXURE B	15
ANNEXURE C	16
ANNEXURE D	18

THIS DEED is made the

day of

2022

between

STATE OF WESTERN AUSTRALIA ACTING THROUGH THE DEPARTMENT OF JUSTICE (formerly Department of Corrective Services) of 28 Barrack Street, Perth
(Principal)

and

VENTIA AUSTRALIA PTY LTD (ABN 11 093 114 553) (formerly Broadspectrum (Australia) Pty Ltd) of Level 8, 80 Pacific Highway, North Sydney, New South Wales
(Contractor)

RECITALS

- A. Pursuant to the Court Security and Custodial Services Contract (**Contract**), the Customer engaged the Contractor for the provision of court security and custodial services.
- B. The Principal has elected to extend the Term and Operating Period in accordance with clause 5.2 of the Contract.
- C. The Parties have agreed to vary the terms of the Contract on the terms set out in this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Deed, unless the context otherwise requires:

Contract means the Court Security and Custodial Services Contract dated 27 October 2016 between the Principal and the Contractor as amended by this Deed and by:

- (a) After Hours Court Security Services Contract variation (Annexure A);
- (b) Wandoo Prison Contract variation (Annexure B);
- (c) Primary Security Checkpoints Contract variation (Annexure C); and
- (d) Metropolitan Inter-prison Transfers Contract variation (Annexure D).

Deed means this Deed.

Effective Date means 24 March 2022.

Further Period means, for the purposes of this Deed, one (1) year commencing on 24 March 2022.

Party or Parties means a party or parties to this Deed.

PSC Variation means the Primary Security Checkpoints Contract variation dated 10 July 2018.

Services Commencement Date means 24 March 2017.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them but this is not to be taken as implying that performance of part of an obligation is the performance of the whole;
- (c) any terms defined in the Contract have the same meaning when used in this Deed, whether those terms are defined in respect of all or part of the Deed;
- (d) a reference to a person includes a public authority, a public body, a company and an incorporated or unincorporated association or body of persons;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (f) a reference to this Deed or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Parties;
- (g) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Deed;
- (h) all the provisions in any schedule, attachment or appendix to this Deed are incorporated in, and form part of, this Deed and bind the Parties;
- (i) headings are included for convenience and do not affect the interpretation of this Deed;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) no rule of interpretation is to be applied to disadvantage a Party on the basis that it was responsible for preparing this Deed;
- (l) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (m) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;

- (n) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (o) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (p) a reference to a monetary amount means that amount in Australian currency.

2. EXTENSION

- (a) On and from the Effective Date, the Term and Operating Period are extended for the first Further Period.
- (b) The parties agree that notice to extend the Term and Operating Period for the first Further Period is not required.

3. VARIATION

On and from the Effective Date, the Contract is varied as follows:

- (a) the definition of CEO in clause 1.1 is deleted and replaced with:
***CEO** means the Director General, Department of Justice.*
- (b) the definition of Client Agency in clause 1.1 is deleted and replaced with:
***Client Agency** means each of the Department of Justice and the WA Police.*
- (c) the definitions of DCS and DotAG in clause 1.1 are deleted and the following definition is inserted after the definition of District Court:
***DOJ** means the Department of Justice.*
- (d) all references to DCS and DotAG in the Contract are deleted and replaced by DOJ;
- (e) clause 5.2 is deleted and replaced with:
*The Principal may elect, at its absolute discretion, to extend the Term and Operating Period for up to three (3) consecutive further periods (each a **Further Period**) up to a maximum of ten (10) years in total, commencing on the Initial Expiry Date, by giving notice to the Contractor:*
 - (a) *no less than six (6) months before the end of each Further Period; and*
 - (b) *specifying the length of the Further Period.*
- (f) clause 8.2.1 is deleted and replaced with:

The Contractor must review, and if applicable, update the Project Plans at least once every twelve (12) months or as otherwise required by the Principal, and in accordance with Best Industry Practice.

- (g) clause 11.4.2 is deleted and replaced with:

The Contractor must review, and if applicable, update the Operating Manual at least once every twelve (12) months or as otherwise required by the Principal.

- (h) clause 24.1 is deleted and replaced with:

Where a Critical Incident has occurred, the Contractor must:

- (a) immediately, or as soon as reasonably practicable in the circumstances, but within no later than one (1) hour of the Critical Incident having occurred, verbally inform both:
 - (i) the Principal's Operations Centre; and*
 - (ii) the relevant Client Agency Representative, of the Critical Incident;**
 - (b) no later than three (3) hours after the Critical Incident occurred, complete and return to the Contract Manager via email, a full written report (in a format specified by the Principal to the Contractor from time to time); and*
 - (c) direct all communications in respect of the Critical Incident exclusively to the Principal and the parties described in clause 24.1(a) above, until otherwise Directed by the Principal.*
- (i) the references to 'Major' in the clause heading and first line of clause 24.2 are deleted and clause 24.2 is deleted and replaced by:
- (a) as soon as reasonably practicable in the circumstances, but no later than one (1) hour after an Incident occurred which resulted in an unscheduled Movement Service of a Prisoner or PIC, which was not requested by the Principal, inform the Contract Manager verbally and via email;*
 - (b) no later than twelve (12) hours after the Incident referred to in clause 24.(2)(a) or a Major Incident occurred, complete and return to the Contract Manager via email, a full written report (in a format specified by the Principal to the Contractor from time to time).*

- (j) clause 34.2.3 is deleted and replaced with:

Within ten (10) Business Days of receipt of a Variation Quotation under clause 34.2.2, or such longer period as may be determined by the Principal, the Principal may:

- (a) deliver a notice to the Contractor requiring the Contractor to negotiate the Variation Quotation with the Principal;*

- (b) *confirm the Variation Order, and notify the Contractor to proceed with the Variation the subject of the Variation Order, and clause 34.3 and 34.4 apply; or*
 - (c) *withdraw the Variation Order.*
- (k) Clause 50.11 is deleted and replaced with:

Principal

*Address: Level 31, David Malcolm Justice Centre,
28 Barrack Street, Perth, Western
Australia, 6000*

Contractor

*Address Level 8, 80 Pacific Highway, North
Sydney, NSW, 2060*

Attention Group General Counsel

Phone (02) 9413 0165

Contract Manager

*Address Level 31, David Malcolm Justice Centre,
28 Barrack Street, Perth, WA, 6000*

Attention CS & CS Contract Manager, Sue Holt

Phone (08) 9264 1737

Email CSCS@justice.wa.gov.au

and

Sue.Holt@justice.wa.gov.au

***Contractor's
Representative***

*Address Level 5, 181 Adelaide Terrace, East
Perth, 6004*

Attention William Galloway

Phone 0419 423 837

Email William.Galloway@ventia.com.au

- (l) in Attachment 1 (KPI Table) of Schedule 2, the text in the 'Performance Assessment Points' column:
 - (i) relating to KPI 3 is deleted and replaced with:

10 points per Project Plan, per day in excess of twelve (12) months from prior submission, that each Project Plan is not submitted, if applicable, to the Principal for review.
 - (ii) relating to KPI 14 is amended by deleting 'Major';
- (m) in Attachment 1 (KPI Table) of Schedule 2, the text in the 'Description' column:
 - (i) relating to KPI 3 is deleted and replaced with:

Each Project Plan is reviewed and, if applicable, updated at least once every twelve (12) months and in accordance with Best Industry Practice.
 - (ii) relating to KPI 6 is deleted and replaced with:

A copy of the Operating Manual, with mark ups where applicable, is provided by the Contractor to the Principal for endorsement by the anniversary of the Services Commencement Date each year.
 - (iii) relating to KPI 9 is amended by deleting the word 'and' at the end of the second last dot point, deleting the full stop at the end of the last dot point and inserting:
 - *use of force training; and*
 - *use of restraints training.*
 - (iv) relating to KPI 13 is deleted and replaced with:

Critical Incidents are reported verbally within one (1) hour of the Critical Incident occurring, and in writing no later than three (3) hours after the Critical Incident occurred.
 - (v) relating to KPI 14 is deleted and replaced with:

Incidents described in clause 24.2(a) are reported verbally and via email within one (1) hour of the Incident occurring, and these Incidents or Major Incidents or both are reported in writing no later than twelve (12) hours after the Incident or Major Incident occurred.
 - (vi) relating to KPI 22 is deleted and replaced with:

Where Primary Security Checkpoints are specified in Table 7.1 (Primary Security Checkpoint column) of Schedule 7 and the PSC Variation, such checkpoints are staffed at all times each courthouse is open.
- (n) in Attachment 2: Pricing Tables (Further Period) in Schedule 3, Court Security Armadale Pricing Table 28 is deleted and replaced with the Schedule attached to this Deed;

- (o) in clause 1.12(b)(i) of Schedule 5, the word 'and' at the end of paragraphs (C) and (D) is deleted and the following is inserted after paragraph (D):

- (E) *completed used of force training; and*
- (F) *completed use of restraints training; and*

- (p) in clause 1.3(a)(i) of Schedule 6 the word 'then' is deleted and item 1.3(b)(i) of Schedule 6 is deleted and replaced with:

Regional hub Lock Ups are cleared as soon as practicable and in any event within 24 hours of written notification from the Principal or WA Police stationed at the relevant regional hub location. All other Lock Ups are cleared as soon as practicable and in any event within 24 hours of written notification from a Client Agency elected by the Principal from time to time.

- (q) clause 1.5(a) of Schedule 7 is deleted and replaced with:

(a) *Specific Service Requirements*

The Contractor shall:

- (i) *at Courts where there are Primary Security Checkpoint specialist facilities and specialist equipment being the Courts specified in Table 7.1 (Primary Security Checkpoint column) of Schedule 7 and the PSC Variation:*
 - (A) *ensure that there are appropriately trained and skilled Contract Workers operating the x-ray machine and metal detection portals;*
 - (B) *facilitate the speedy movement of Court Users through the screening process; and*
 - (C) *where there is a positive indication from the x-ray or metal detection arch, the Contractor must satisfy itself that the Court User who has given a positive indication is not carrying any weapon or other Unauthorised Article into the Court; and*
- (ii) *at Courts where there are no Primary Security Checkpoint specialist facilities and specialist equipment being the Courts not specified in Table 7.1 (Primary Security Checkpoint column) of Schedule 7 and the PSC Variation:*
 - (A) *prevent the introduction of Unauthorised Articles into the courthouse, through a risk-management-based screening process including but not limited to targeted, planned and random search and screening regimes;*
 - (B) *establish and operate a Primary Security Checkpoint using Contract Workers at the courthouse that are not otherwise engaged in performing Security Services and Custody Services; and*

- (C) *ensure that utilisation of Contract Workers for Primary Security Checkpoint at the courthouse does not detract from their main Court Security and Custody Services duties at the courthouse.*

(b) *Performance Report*

The Contractor must include the following data relating to clause 1.5(a)(ii) of Schedule 7 in a Monthly Performance Report:

- (i) *the number of hours the Primary Security Checkpoint operated each day at each courthouse; and*
 - (ii) *an inventory of Unauthorised Articles seized and whether returned to Court Users or provided to WA Police at each courthouse.*
- (r) clause 1.5(b) of Schedule 7 is renumbered clause 1.5(c); and
 - (s) all references to Coordination Centre are deleted and replaced with *Operations Centre*.

4. ACKNOWLEDGEMENT

The Parties acknowledge that Court Security Armadale Pricing Table 28 in Attachment 1: Pricing Tables (Initial Period) of Schedule 3 should have referred to '3 Courtrooms open' and 'Fixed Daily Price' of '\$3,018.16'.

5. ABORTED REGIONAL HUB LOCK UP CLEARANCES

- (a) The Contractor acknowledges that it is not entitled to be paid for, nor is it entitled to recover the costs of, Lock Up clearances that have not been, for whatever reason, completed in full by the Contractor in accordance with the terms of the Contract.
- (b) If the Contractor, having arrived at a regional hub location for a Lock Up clearance, is unable to undertake the hub Lock Up clearance because of circumstances beyond its control and not due in any part to or any fault of the Contractor, and also the Contractor was not informed prior to its arrival at the hub location that the Lock Up Clearance has been cancelled by a Client Agency (**Aborted Lock Up Clearance**), the Contractor may request the Principal to reimburse it for the actual labour cost of the Contractor's staff who attended the regional hub location and the actual cost of any non-Transport Fleet mode of transport which arrived at the relevant regional hub location (**Actual Costs**) provided that:
 - (i) the Contractor takes all steps to mitigate the Actual Costs incurred by the Contractor in relation to an Aborted Lock Up Clearance;
 - (ii) the Actual Costs requested by the Contractor do not exceed what the Contractor would have been paid by the Principal if the hub Lock Up clearance had been completed in full by the Contractor;

- (iii) the Contractor provides to the Principal evidence in support of the Contractor's request detailing the Actual Costs including invoices and pay slips within 20 Business Days of an Aborted Lock Up Clearance; and
 - (iv) the Contractor provides any further evidence in support required by the Principal from time to time and within the time frame specified by the Principal.
- (c) If the Principal agrees, in its discretion, to all or any part of the Contractor's request under clause 5(b), the Contractor must issue an invoice to the Principal in accordance with the requirements for invoicing set out in the Contract and any additional requirements of the Principal from time to time.
- (d) The Parties agree that this clause 5 only applies after the Effective Date and will not apply to Aborted Lock Up Clearances which occurred on or before the Effective Date.

6. EFFECT

Subject only to the variations contained in this Deed and such other alterations (if any) as may be necessary to make the Contract consistent with this Deed, the Contract as varied by this Deed shall remain in full force and effect.

7. MISCELLANEOUS

7.1. Further Assurance

The Parties must each do everything reasonably necessary, including signing further documents, to give full effect to this Deed.

7.2. Variations

This Deed may only be varied in writing executed by the Parties.

7.3. Costs

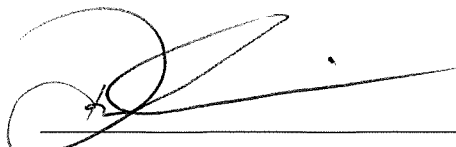
Each Party must pay its own costs of and incidental to the preparation and execution of this Deed.

7.4. Governing law and jurisdiction

This Deed is governed by and shall be construed in accordance with the laws of Western Australia and the Parties submit to the exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts.

SIGNED AND SEALED AND DELIVERED as a deed.

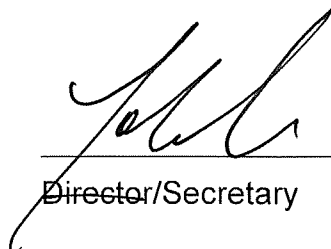
Executed as a Deed by)
VENTIA AUSTRALIA PTY LTD)
(ACN 093 114 553))
pursuant to section 127(1) of the)
Corporations Act 2001 (Cth))



Director

MARK OSBORN
Full name of Director

8th FEBRUARY 2022
Date



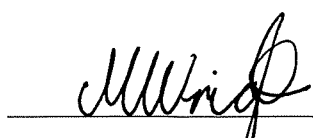
Director/Secretary

ZOHAB RAZVI
Full name of Director/Secretary

Signed as a Deed for and on behalf of the)
STATE OF WESTERN AUSTRALIA by)
Dr Adam Tomison, Director General)
Department of Justice in the presence of:)



Signature



Signature of Witness

MADDISON WRIGHT
Name of witness

01/03/2022
Date

SCHEDULE 1.

ARMADALE COURT COMPLEX

Court Security

Court Security - Armadale - Pricing Table 28

	Basis of Price	Price A\$ (GST Exclusive)
Overall Building Security	Fixed monthly price	25,630.56
Number of courtrooms in use on a given day within the Operating Month	Basis of Price	Price A\$ (GST Exclusive)
Service Level		
1 Courtroom open	Fixed daily price	1,439.36
2 Courtrooms open	Fixed daily price	1,813.51
3 Courtrooms open	Fixed daily price	3,018.16
4 Courtrooms open	Fixed daily price	4,098.13
5 Courtrooms open	Fixed daily price	5,115.71
6 Courtrooms open	Fixed daily price	5,864.00

ANNEXURE A

After Hours Court Security Services



Government of Western Australia
Department of Justice
Office of the Director General

All enquiries: Ms Sue Holt
Phone: (08) 9264 1737
Our Ref: AD2016/044623

Mr William Galloway
Contract Director, CS&CS WA
Broadspectrum
PO Box 1159
CANNING VALE DC WA 6970

Dear Mr Galloway

VARIATION ORDER - COURT SECURITY AND CUSTODIAL SERVICES CONTRACT AFTER HOURS COURT SECURITY

The Principal issues this Variation Order in accordance with clause 34.1 of the Court Security and Custodial Services Contract (CS & CS Contract) relating to the provision of ad hoc after hours court security services not already provided in the CS & CS Contract for:

1. moot trials held at any courthouse specified in clause 1.1(c) of Schedule 7 except Newman, Narrogin, Meekatharra, Merredin, Esperance, Katanning and Fitzroy courthouses (Relevant Courthouse);
2. repair and maintenance to a Relevant Courthouse; and
3. an activity or event at a Relevant Courthouse (After Hours Court Security Services).

For the purpose of this Variation Order:

(a) After Hours means outside the hours during which the Contractor would ordinarily provide a security presence at a Relevant Courthouse under the CS and CS Contract. After Hours Court Security Services does not include Court Security Services to a court sitting at a Relevant Courthouse where the sitting and associated court activities continue beyond the normal business hours of the Relevant Courthouse. Such sittings and associated activities are already provided for in the CS & CS Contract and are not subject to this Variation Order.

(b) After Hours Court Security Services will require roving guard services to provide a security presence to ensure the security of the Relevant Courthouse, manage visitor access to different areas of the Relevant Courthouse and ensure the security of assets, equipment, people, records and vehicles etc within the Relevant Courthouse and its environs.

After Hours Court Security Services may be requested from time to time, in the absolute discretion of the Principal. The Principal only (and not the Contractor) may initiate After Hours Court Security Services or determine whether an event requires After Hours Court Security Services.

A declaration signed by relevant representatives of both parties detailing auditable information including hours worked, personnel supplied, duties performed and any other information required by the Principal from time to time, must be provided by the Contractor to the Contract Manager within 7 days of the end of a calendar month if After Hours Court Security Services were provided by the Contractor during that month.

The terms and conditions of the CS & CS Contract, as relevant and applicable, will apply to After Hours Court Security Services. This Variation Order only relates to After Hours Court Security Services. All other terms and conditions of the CS & CS Contract remain unaffected.

A Variation Quotation in accordance with clause 34.2.1 and addressing clause 34.4 of the CS & CS Contract is required to be provided within 10 Business Days of receipt of the Variation Order.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Adam Tomison', with a long horizontal flourish extending to the right.

Dr Adam Tomison
DIRECTOR GENERAL

31 May 2018

ANNEXURE B

Wandoo Prison



Government of Western Australia
Department of Justice
Office of the Director General

All enquiries: Ms Sue Holt
Phone: (08) 9264 1737
Our Ref: AD2018/044859

Mr William Galloway
Contract Director, CS&CS WA
Broadspectrum
PO Box 1159
CANNING VALE DC WA 6970

Dear Mr Galloway

VARIATION ORDER - COURT SECURITY AND CUSTODIAL SERVICES CONTRACT WANDOO REHABILITATION PRISON

The Principal issues this Variation Order in accordance with clause 34.1 of the Court Security and Custodial Services Contract (CS & CS Contract) relating to the provision of the following Movement Services to Wandoo Reintegration Facility (now called Wandoo Rehabilitation Prison) from 1 July 2018:

- Medical escorts
- Hospital Sits
- Funeral escorts
- Other escorts

The terms and conditions of the CS & CS Contract, as relevant and applicable, will apply to the above Movement Services for Wandoo. This Variation Order only relates to Movement Services for Wandoo, and all other terms and conditions of the CS & CS Contract remain unaffected.

Yours sincerely

Dr Adam Tomison
DIRECTOR GENERAL

31 May 2018

ANNEXURE C

Primary Security Checkpoints



Government of Western Australia
Department of Justice
Office of the Director General

All enquiries: Ms Sue Holt
Phone: (08) 9264 1737
Our Ref: AD2018/044604

Mr William Galloway
Contract Director, CS&CS WA
Broadspectrum
PO Box 1159
CANNING VALE DC WA 6970

Dear Mr Galloway

VARIATION ORDER - COURT SECURITY AND CUSTODIAL SERVICES CONTRACT PRIMARY SECURITY CHECKPOINTS

The Principal issues this Variation Order in accordance with clause 34.1 of the Court Security and Custodial Services Contract (CS & CS Contract) relating to additional Primary Security Checkpoints (PSCP) Court Security services

PSCP Court Security Service Requirements

PSCP Court Security services to be provided as set out below.

*Mandurah, Rockingham, Fremantle, Joondalup, Midland and Armadale Courthouses
(Business Days only)*

- Additional Court Security personnel: Twelve hours per day per Courthouse
- PSCP services: Minimum of four hours per day at each Courthouse.

State Administrative Tribunal (Business Days only)

- Additional Court Security personnel: twelve hours per day
- PSCP services: Minimum of four hours per day

Northbridge Court (weekends only)

- Additional Court Security personnel: twelve hours per day
- PSCP services: Minimum of four hours per day

PSCP Court Security personnel will be responsible for the daily setting and maintaining of front of house PSCP in accordance with the CS & CS Contract which may include bag searches and the operation of weapons detection systems (x-ray machines and or metal detection units) to prevent the introduction of Unauthorised Articles into Courthouses. The additional PSCP Court Security personnel will not be engaged in any other function, unless responding to an emergency for example in accordance with the CS & CS Contract.

The Contractor will be required to best utilise the PSCP Court Security personnel for each Courthouse taking into account the particular facilities and equipment located at the Courthouse, time of day, potential risks, activities / business at each Courthouse etc, to maximise the effectiveness of the PSCP Court Security services.

The PSCP Court Security services referred to above will be in addition to (not substitution for) the security, screening activities and staffing currently provided at each Courthouse.

The terms and conditions of the CS & CS Contract, as relevant and applicable, will apply to the additional PSCP Court Security services.

Reporting

The Contractor will address PSCP Court Security services and utilisation of PSCP Court Security personnel as part of Performance Reports required by clause 24.5.1 of the CS & CS Contract. Relevant information will include the following in respect of each Courthouse:

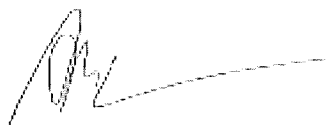
- (a) the number of hours PSCP Court Security services operated each day (must be at least four hours) and if less than the period a Courthouse is open to the public, the reasons why the Contractor utilised staffing hours in that manner which may relate to assessed risk, activities / business of the particular Courthouse on a particular day, equipment and facilities etc;
- (b) the size of the team operating PSCP daily eg 3 hours with a team of 2 PSCP Court Security personnel and 2 hours with a team of 3 PSCP Court Security personnel;
- (c) total number of staffing hours utilised each day at each Courthouse on PSCP Court Security services (must be at least twelve hours per day); and
- (d) inventory of Unauthorised Articles seized and whether returned to Court Users or provided to WA Police.

Scope of Variation Order and Variation Quotation

This Variation Order only relates to the above PSCP Court Security services. All other terms and conditions of the CS & CS Contract remain unaffected.

A Variation Quotation in accordance with clause 34.2.1 and addressing clause 34.4 of the CS & CS Contract is required to be provided within 10 Business Days of receipt of the Variation Order.

Yours sincerely



Dr Adam Tomison
DIRECTOR GENERAL

31 May 2018

ANNEXURE D

Metropolitan Inter-prison Transfers



Government of Western Australia
Department of Justice
Corrective Services

All enquiries: 9264 1737
Our Ref: AD3019016599

Mr William Galloway
Contract Director, CS&CS WA
Broadspectrum
PO Box 1159
CANNING VALLEY DC, WA 6970

Dear Mr Galloway

Acceptance of Variation Quotation Metropolitan Interprison Transfers – Volume Band Increase

I refer to the Principal's Variation Order for the increase in volume bands for Metropolitan Interprison Transfers signed on 14 January 2019 and issued to Broadspectrum on 15 January 2019.

Thank you for your email response of 31 January 2019.

The Principal accepts the Variation Quotation and confirms that the terms and conditions of the Court Security and Custodial Services Contract (CS&CS Contract) will apply. Metropolitan Interprison Transfers – Pricing Table 1 of Schedule 3 has been updated consistent with the accepted Variation, effective the first Monday following the date of this letter (Attachment A refers).

Broadspectrum is required to include the approved Pricing Table 1 into the February 2019 Monthly Service Invoice B which is provided as part of the submission of the Monthly Performance Report.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Tony Hassall'.

Tony Hassall
COMMISSIONER

14 February 2019

Attachments:
1. Metropolitan Interprison Transfers Variation – Pricing Table 1