

# Updates to the terms and conditions of the ASTP Agreement

The table below provides a summary of the changes to the ASTP Agreement from 1 January 2024 through 31 December 2024.

2024 AGREEMENT: CLAUSE LIST	2023 AGREEMENT	UPLIFT DESCRIPTION
	Reorganise all clauses within the Agreement	A general review, clarification and simplification of the Agreement
1 - Definitions and Interpretation	Previously clause 1	Updated to ensure a more comprehensive definition list.
2 - Term	Previously clause 4	
3 - Nature of Agreement for the Provision of Services	Previously clauses 2, 4, 5 and 7	Clarification that if the Contractor is provided with less than 20 Business Days' notice of a cancellation (other than performance) then the Contractor will be entitled to payment (on a pro rata basis) for the cancelled Run up to date that would have been 20 Business Days' notice.
4 - Contractor obligations	Previously clauses 3, 5, 6, 8, 9, 11, 12, 13, 19 and 30	<p><b>A new provision</b> requires the Driver to undertake a walk-around inspection of the vehicle each day.</p> <p><b>A new provision</b> requires the Contractor to have a safety management system in place</p> <p><b>A new provision</b> requires the Contractor and its personnel to comply with directions of the Department in relation to infection control;</p> <p><b>A new provision</b> requires the Contractor to use the ASTP Mobile Phone App for Drivers in relation to the provision of services and that the Mobile Phone App is active at all times the Driver is providing the Services</p>
5 - Personnel and Assisted Travel Support Officers	Previously clauses 3, 9, 11, 12, 24 and 30	<p>Clarification clauses around the attestation of Working with Children Checks and National Police Check requirements.</p> <p><b>A new provision</b> requires that Contractors and Drivers treat and communicate with Students respectfully, including by refraining from the use of ableist language or terminology;</p> <p>Clarification clauses that all personnel including administrative staff engaged by the provider must submit a screening application - not just drivers</p> <p><b>A new provision</b> requires the Driver to hold an unrestricted driver's licence for at least 12 months of the 2-year period before commencement;</p> <p><b>A new provision</b> requires the Driver to have not been found guilty of a disqualifying offence</p>

		<p><b>A new provision</b> requires the Driver to have not had their driver's licence cancelled or suspended.</p> <p><b>A new provision</b> requires the Driver must meet all the driver health and fitness requirements of Assessing Fitness to Drive;</p> <p><i>Driver fitness to drive medical examinations are to be conducted, as a minimum, once every three years for drivers aged 49 or under, and yearly for drivers aged 50 or over (unless otherwise stated by a medical practitioner (commercial driver standards))</i></p> <p>Clarification that if the Driver does not meet driver requirements, the agreement may be terminated and the Driver cannot be engaged to provide Services i.e. Driver's licence or medical renewals:</p>
6 - Designated Vehicles	Previously clauses 3 and 10	<p><b>A new provision</b> requires that each vehicle must contain a workplace first aid kit (vehicle first aid kit) and includes an EpiPen for the management of serious allergic reactions;</p> <p><b>A new provision</b> requires that each vehicle undergoes an annual safety check.</p> <p><b>A new provision</b> requires that all vehicle maintenance and repairs, other than basic maintenance and repairs, are carried out by a mechanic with a motor vehicle repair business licence issued by the NSW Office of Fair Trading of equivalent.</p> <p>Clarification to address the additional requirements for wheelchair-accessible Vehicles.</p> <p>Clarification that the vehicle has a current registration appropriate in the State or Territory where the Vehicle is garaged, which is consistent with TfNSW requirements and, if required by TfNSW, this registration must be a "business use" registration;</p> <p><b>Removal</b> of Maxi Bus and Wheelchair 4+ categories</p> <p><b>A new provision</b> requires that the Contractor must have control and management over the use of the vehicle under a binding agreement.</p>
7 - Assisted Travel Support Officers	Previously clauses 3 and 11	
8 - Fees	Previously clauses 14, 15, 16 and 18	<p>Clarification that the fees for services are based on the number of students and their needs and the loaded kilometres for that service</p> <p><b>A new provision</b> that a bi-annual CPI review will occur from March to September and September to March</p> <p>Clarification detailing the formula for the CPI measure</p> <p>Clarification that the Fees will be adjusted where any Student does not receive the relevant Services for extended periods as determined by the Department, for example, where the absence continues for more than 20 days or where permanent variations to travel arrangements result in any Student travelling reduced days or distances.</p>

		<b>A new provision</b> that fees will be adjusted where services are provided by any Personnel (including Drivers and ATSOs) who are not authorised to provide those Services.
9 - Invoicing	Previously clause 15	
10 - Taxes and GST	Previously clause 17	
11 - Training	Previously clauses 11 and 20	<b>A new provision</b> requires that the Contractors must ensure drivers are trained in relation to: <ul style="list-style-type: none"> <li>• the “ASTP Driver Information package” - repeated annually;</li> <li>• first aid training - every three years; and</li> <li>• CPR and anaphylaxis - annually.</li> </ul>
12 - Compliance with Policies	Previously clauses 12 and 21	<b>A new provision</b> requires compliance with SME and Regional Procurement Policy (Contracts ≥ \$3 million require a Participation Plan)  Clarification with compliance with the Aboriginal Procurement Policy (Aboriginal Participation Plan for contracts ≥ \$7.5 million)  <b>A new provision</b> requires compliance with the Supplier code of conduct
13 - Insurance requirements	Previously clauses 3 and 22	
14 - Indemnity limitation of liability and damage to property	Previously clauses 23 and 31	
15 - Assignment, Change in Control and Subcontracting	Previously clause 25	Clarification around Change in Control - The Contractor must obtain written consent from the department prior to any Change in Control.
16 - Termination and Suspension	Previously clause 26	<b>A new provision</b> to manage the death of a Contractor: <ul style="list-style-type: none"> <li>• The department must be notified within 2 days</li> <li>• That the representative of the estate proposes to continue to perform the obligations of the Contractor under the Agreement (maximum 3 months)</li> <li>• During which time the Contractor may request the Department to consider a novation to a third party</li> </ul>
17 - Recovery by the Department	Previously clause 27	
18 - Performance evaluation, Contract management Plan and Service Levels	Previously clause 28	
19 - Exchange of Information between Government Agencies	Previously clause 29	<b>A new provision</b> enabling the Contractor to authorises the Department to make available to other NSW Government departments or agencies information concerning the Contractor and its Personnel ie authorisation to share and verify the currency of driver’s license and vehicle registrations across with TfNSW, NSW Police, Children Guardian etc.

20 - Personal Information	<b>New</b>	<b>A new provision</b> is inserted to ensure compliance by the Department with its obligation under the Privacy Laws ie no recordings, either audio, visual or audio/visual.
21 - Access to Contractor's Premises	Previously clause 32	
22 - Entire Agreement	Previously clause 2	
23 - Variations	Previously clause 2	
24 - Waiver	Previously clause 33	
25 - Severability	<b>New</b>	<b>A new provision</b> was inserted relating to the severability of the agreement.
26 - Applicable Law	Previously clause 34	
27 - No Agency, Employment or Partnership	Previously clause 35	
28 - Notices	Previously clause 2	
Schedule 1: Agreement Details	Previously Schedule 1	A revised set of Schedule of Rates
Schedule 2: Run Card	Previously Schedule 2	
Schedule 3: Reportable Conduct	Previously Schedule 3	
Schedule 4: Contract Management Plan	Previously Schedule 5	

### Scheme Conditions:

**New**

### Contract Management Plan:

The Contractor must notify the Department if, at any time during the Term, the Contractor or any of its Personnel have a conflict of interest.

A new Section related to non-compliance events and framework.

Revised Service Levels