

2 February 2023

_____(Name)
 _____(Address)
 _____(Suburb, Post Code)

Dear _____(Name),

We are pleased to engage you as a Water Polo Convener with the Association of Heads of Independent Girls' Schools NSW trading as Independent Girls' Schools Association (**IGSA**), to officiate sports matches between the students of the various IGSA members' schools for the season (**Services**) on the terms and conditions contained in this letter.

Details of engagement and payment

1. Subject to any earlier termination under clause 14, your engagement is for a maximum period of 8 weeks from Saturday 11 February 2023 to Saturday 1 April 2023 (**Term**).
2. You acknowledge that IGSA does not warrant or represent that your engagement will continue beyond the Term. However, if for any reason, your engagement continues after expiry of the Term, then the terms of this letter of engagement will continue to apply.
3. It is expected that you will attend all Saturday sessions during the Term, unless a previous arrangement has been made with the IGSA Sport Staff.
4. The number of game slots you are required to officiate at each Saturday session may vary depending upon the draw for your venue.
5. You will be paid a set up / pack away fee of \$30 plus between \$20 and \$28 per game slot as per the table below. This rate is based on your years of prior IGSA Sport convening experience. The maximum number of game slots you will be paid for each Saturday is 6.

Completed Terms of Service		1 – 3	4 – 6	7 – 19	20+
Sport	Max No of game slots	Payment per game slot			
Water polo	5	\$20	\$22	\$24	\$28
Set Up / Pack Away Fee		\$30 / round			

6. You may, where required, referee in addition to convening providing that convening at all times takes priority over refereeing. In this case, no more than \$25 per game will be paid for refereeing.
7. Providing we have received your correctly completed convener's game sheet by the advised deadline, payment will be made to you by instalments during the Term by electronic funds transfer (EFT) to your nominated bank account and may take up to **three** weeks. A payment confirmation remittance advice will be forwarded either to your email address or postal address.
8. Payment **will only be made after** IGSA have completed a WWC check, completed the online conveners' seminar and when you have returned your correctly completed convener's game sheet which can be reconciled to the games held at your venue. It is your responsibility to ensure that you return all required documents to the IGSA Sport office in order for your payments to be processed.
9. If IGSA Sport does not require your services to convene on a particular day or for a period of time, you will not be paid for the time that you have not convened.

Terms and conditions

10. Details of the Services to be provided are set out in **Schedule 1**.
11. You are required to provide the Services, with due care, skill and diligence and comply with all lawful and reasonable direction.
12. You are not to disclose any confidential information to a third party.
13. In all matters relating to the Services you will be responsible to IGSA Sport. For practical purposes all communications (including any dispute resolution) should be directed to the IGSA Director of Community and Pathways, Ms Vicki Fitzgerald.
14. IGSA Sport can terminate your engagement:
 - (a) at any time on 1 day's notice or payment of fees in lieu of notice; and
 - (b) immediately without notice if you:
 - (i) breach any material provision of this agreement;
 - (ii) engage in any serious misconduct or any conduct likely, in the reasonable opinion of IGSA Sport, to bring IGSA Sport into disrepute;
 - (iii) if you give a false assurance under clause 17; or
 - (iv) if you do not provide the undertaking in clause 21 prior to commencing to provide the Services or provide a false undertaking.
15. You acknowledge that you provide the Services to IGSA Sport as an independent contractor and that nothing in this letter constitutes a relationship of employer and employee, principal and agent or partnership between you and IGSA Sport. IGSA Sport will not be responsible for the provision of personal / carer's leave, annual leave or any other employment-related benefits. IGSA Sport will maintain compulsory workers compensation insurance as required by law.
16. IGSA will maintain public liability insurance for claims arising out of your participation as a convener. You will be responsible for the payment of the excess (\$2,500) for any claim arising wholly as a result of your conduct.
17. Your appointment is subject to a satisfactory Working with Children Check by the Office of Children's Guardian to comply with the following NSW legislation:
 - Child Protection (Working with Children) Act 2012
 - Child Protection (Working with Children) Regulation 2013
 - Child Protection Legislation Amendment Act 2015If you do not provide your WWC number undertaking **prior to the commencement of Services** or you provide a false undertaking, IGSA Sport may terminate your engagement without notice.
18. You may not delegate the provision of part, or all, of the Services to another person **unless** in consultation with IGSA Sport.
19. It is **compulsory for all conveners to complete the conveners' seminar** online at least once each calendar year.
20. You will be supplied with an official IGSA Sport polo shirt OR hoodie which you are required to wear at all times whilst you are officiating on our behalf. You will also be issued with an official convener's badge. Both of these items must be worn to ensure that any student, parent or official is able to easily identify the venue convener on duty at all times.

Acceptance of this engagement

21. By accepting this engagement, you are taken to have given IGSA the assurance that you have the experience, qualifications and accreditations set out below:
- i. you are **18 years of age or older**;
 - ii. you have provided IGSA with your **WWC number**;
 - iii. you have **completed the compulsory conveners' seminar** online prior to the commencement of the sporting season; and
 - iv. if umpiring, that you are familiar with the national rule book of your sport.

If you cannot give these assurances, you should not sign the acceptance. If you sign the acceptance when you are not in a position to give such assurance and an assurance is found to be false or inaccurate, IGSA may terminate your engagement without notice.

22. You acknowledge that IGSA Sport strongly recommends that all referees and conveners hold a current first aid certificate.
23. **Enclosed** with this letter are the IGSA Sport Code of Conduct (incorporating the IGSA Harassment Policy) and the Conveners' Handbook (incorporating the risk assessment documentation). These documents are not incorporated into this agreement, however by signing the acceptance of engagement you are confirming that you have read these documents and agree to abide by their terms.

Documents required

24. Finally, please complete the enclosed "Statement by a Supplier" form for taxation purposes, and the "Contractor Details" form. Completed forms must be returned to the IGSA Sport Office along with the signed acceptance page of this letter **prior to** you commencing to provide the Services.

Please indicate your acceptance of these terms by signing the attached acceptance of this letter of engagement and returning it to the IGSA Sport Office at LG1 56 Delhi Road, North Ryde NSW 2113 (or via email to info@igsa.nsw.edu.au) together with the other documents required.

Yours sincerely

Vicki Fitzgerald

Vicki Fitzgerald
IGSA Director of Community and Pathways

SCHEDULE 1 – STATEMENT OF SERVICES

IGSA Sport Water Polo Convener Statement of Services

The IGSA Sport Water Polo Venue Convener is responsible for the overall conduct of the game, for ensuring that risk assessment and safety procedures are observed and that rules, regulations and guidelines related to water polo are adhered to. To this end, the Convener should be familiar with the IGSA Sport Code of Conduct, the IGSA Harassment Policy, the Water Polo Conveners' Handbook and with the basic principles of first aid.

Specifically, the services required include:

- Having the Conveners' Handbook with you at all times and apply it as and when required with respect to specific issues that may arise and the overall conduct of the game.
- In the event of wet weather, lightning, thunder, extreme heat etc, follow the procedure outlined in the Conveners' Handbook. In brief, this may involve attendance at the venue and liaison with the IGSA Sport staff to advise them of your decision to close a venue so that they can update the IGSA Sport venue closure system (see the venue closure page in the handbook).
- **Prior to the first match**, conduct a safety and risk audit of the venue and determine whether playing conditions are safe and suitable. If in doubt, contact the IGSA Sport staff.
- In order to ensure that Conveners take responsibility in working with IGSA Sport to ensure that officials have the required Working with Children checks, the following will apply:
 - The convener must read the updated handbook.
 - The convener must attend the updated seminar.
 - The convener must sign the Venue Convener declaration to confirm that there are no officials who are not on the approved list of officials supplied by the IGSA Sport office.
 - If there is an unapproved substitute official then the match will not go ahead and matches at the venue will be cancelled.
- Checking that all referees have returned to IGSA Sport their signed contract, completed Statement by a Supplier and Contractor Details forms (they cannot referee until these have been completed and returned them). Once they have completed all the forms, distribute the referee's cards and sign them weekly.
- Ensuring that the venue is set up in a manner appropriate for play.
- Ensuring that ice packs and a first aid kit are available at the venue.
- Should an accident occur during the game, implement the procedure outlined in the Conveners' Handbook. In brief this involves -reassuring the injured student. If required, seek help – staff member, team manager, parent. Assess the injury – if serious call ambulance and ensure the injured student is accompanied. Finally - complete a detailed accident report and submit with weekly game sheet.
- **After all matches are finished**, enter the results in SPAWTZ and mark the attendance / availabilities and send the complete the summary sheet via email to the IGSA Sport office immediately; at the latest by Monday morning. Posting all originals as soon as is practicable.
- Completing the convener's game sheet each round with details of venue closures, referees and game times.
- Sighting and verifying qualifications of all referees. These details are to be noted on each card to ensure correct payment during and at the end of the season.
- Packing away the venue after play has finished.
- Where required, contacting Vicki Fitzgerald (0404 109 188) for advice on your duties, responsibilities, incidents or accidents.
- **Conveners must NOT ATTEND ANY VENUE if** you are a confirmed COVID case or are awaiting test results and have been asked to self-isolate.



IGSA Sport Convener – Acceptance of Offer

_____ **Water Polo Convener** at _____
Name *Please Print Clearly* Venue

My **Working with Children (WWC)** number is: _____

I confirm that I have had the opportunity to consider and discuss the letter of offer of engagement dated 2 February 2023.

I acknowledge that sporting activities are dangerous and may result in personal injury, illness, permanent disability or death and resultant economic loss or property damage. I am participating as a convener voluntarily and at my own risk.

I release IGSA Sport from liability for any personal injury, disability, or loss or damage to property I suffer arising from my participation in the sporting activity as a convener.

I accept the offer of engagement on the conditions set out in the letter.

Signature: _____ Date: _____

Please indicate the following. *(please tick)*

I have completed the online conveners’ seminar and questionnaire during this calendar year (<https://sites.google.com/view/igssa-conveners-seminar/home>).

I am unable to complete online but have made alternate arrangements *(please provide details below, e.g. arranged to go through via phone with IGSA Sport staff on “x date”)*:

If you do not already have one, please advise your size for the official IGSA Sport polo **OR** hoodie. *(Circle style & size)*

Polo	10	12	14	16	18	20	22	24	M	L	XL	2XL	3XL	4XL
OR	Ladies sizes								Men’s sizes					
Hoodie		12K	14K	XS (16)	S (18)				M	L	XL	2XL		

Statement by a Supplier

Complete this statement if you:

- are an individual or a business
- have supplied goods or services to another enterprise (the payer), and
- are not required to quote an Australia business number (ABN).

HOW TO COMPLETE THE STATEMENT

- Print clearly in BLOCK LETTERS using a black pen only.
- Use BLOCK LETTERS - S M I T H S T
- Place in ALL applicable boxes

Please complete Sections A & B

Section A: Supplier details

1. **Your name?** (Please clearly print your name)

2. **Your address?** (Please clearly print your residential address)

Suburb/town _____ State/Territory _____ Postcode _____

3. **Your reason/s for not quoting an ABN?** Place in the appropriate box/es.

- | | |
|---|--|
| <input type="checkbox"/> The payer is not making the payment in the course of carrying on an enterprise in Australia. | The supplier is an individual and has given the payer a written statement to the effect that the supply: |
| <input type="checkbox"/> The supplier is an individual aged under 18 years and the payment does not exceed \$350 a week. | <input type="checkbox"/> is made in the course or furtherance of an activity done as a private recreational pursuit or hobby, or |
| <input type="checkbox"/> The payment does not exceed \$75, excluding any goods and services tax (GST). | <input type="checkbox"/> is wholly of a private or domestic nature (from the supplier's perspective). |
| <input type="checkbox"/> The supply that the payment relates to is wholly input taxed. | |
| <input type="checkbox"/> The supply is made by an individual or partnership without a reasonable expectation of profit or gain. | |
| <input type="checkbox"/> The supplier is not entitled to an ABN as they are not carrying on an enterprise in Australia. | |
| <input type="checkbox"/> The whole of the payment is exempt income for the supplier. | |

Section B: Declaration **Please note YOU must complete this section**

Under pay as you go (PAYG) legislation and guidelines administered by the Australian Tax Office, the named supplier is not quoting an ABN for the current and future supply of goods or services for the reason or reasons indicated.

Name of supplier (or authorised person) _____ (Please clearly print your name)

Signature of supplier (or authorised person)

Daytime phone number

Penalties apply for deliberately making a false or misleading statement.

Date

Do not send this statement to the Tax Office. Give the completed statement to any payer that you are supplying goods or services to. The payer must keep this document with other records relating to the supply for 5 years

Payers can check ABN records of suppliers by visiting abr.business.gov.au or phoning **13 72 26**, 24 hours a day, 7 days a week.

Contractor Details Form

IGSA will make payment for your services via Electronic Funds Transfer (EFT) to your nominated bank account. Payment **may take up to 4 weeks** after all paperwork including this form, the signed referee cards and convener sheets have been received and reconciled.

Please complete this form (noting that it is your responsibility to provide us with all of your correct information) & return it by either via mail or email to info@igsa.nsw.edu.au.

Name			
Date of Birth		Gender	
Contact Phone Number			
Residential Address			
Suburb		Postcode	
Email			
Superannuation Fund			
Super Fund Member No.			

BANK ACCOUNT INFORMATION (if not already provided this calendar year)

Please use bank & remittance email details previously provided this year (*tick box*)

Bank Account Holder			
Bank / Institution			
BSB (6 Digits)		Account No. (Max 9 Digits)	

NEXT OF KIN*We are required to maintain a list of next of kin of all our independent contractors.** This is held in a secure location that only IGSA personnel are able to access. Please provide the following details:

Emergency Contact _____

Their Contact Number _____ or _____

Your Signature _____ Date _____