

2 February 2023

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

We are pleased to engage you as a Water Polo Referee 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 13, 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 Sport 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. The number of matches you are required to officiate each Saturday may vary depending on the draw for your venue. It is expected that you will attend all Saturday sessions, unless a previous arrangement has been made with the IGSA Sport Staff.
4. The maximum number of paid matches per week will be 6. You will be paid between \$18 and \$35 per match as per the table below. This rate is based on the information you have supplied IGSA Sport regarding your qualifications and prior IGSA Sport refereeing experience.

	\$18	\$25	\$30	\$32	\$35
Water polo	Bench Duty (only where approved by IGSA Sport)	Unqualified but competent	Level 1 / NSW C or Junior Badge	Level 2 / NSW B Level	Level 3 / NSW A or Senior Badge

5. Providing we have received your correctly completed referee's card 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.
6. Payment **will only be made after** IGSA have completed a WWC check and your referee card is received and reconciled to your venue convener's game sheet. 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.
7. If IGSA Sport does not require your services to referee on a particular day or for a particular number of matches you will not be paid for the matches that you have not refereed.

Terms and conditions

8. Details of the Services to be provided are set out in **Schedule 1**.
9. You are required to provide the Services, with due care, skill and diligence and comply with all lawful and reasonable direction.
10. You are not to disclose any confidential information to a third party.
11. You may not delegate the provision of part, or all, of the Services to another person **unless** in consultation with IGSA Sport.
12. 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 & Pathways, Ms Vicki Fitzgerald.
13. IGSA 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, to bring IGSA into disrepute;
 - (iii) if you give a false assurance under clause 16; or
 - (iv) if you do not provide the undertaking in clause 17 prior to commencing to provide the Services or provide a false undertaking.
14. You acknowledge that you provide the Services to IGSA 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. IGSA will not be responsible for the provision of personal / carer's leave, annual leave or any other employment-related benefits. IGSA will maintain compulsory workers compensation insurance as required by law.
15. IGSA will maintain public liability insurance for claims arising out of your participation as a referee. You will be responsible for the payment of the excess (\$2500) for any claim arising wholly as a result of your conduct.
16. **If you are over 18**, 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 2015

If you are under 18 your appointment is subject to you providing IGSA with an undertaking in the form of **Schedule 2** prior to the commencement of Services.

If you do not provide your WWC number or sign the undertaking prior to the commencement of Services or you provide a false undertaking, IGSA may terminate your engagement without notice.

Acceptance of this engagement

17 By accepting this engagement, you are taken to have given IGSA the assurance that you are 16 years of age or older (subject to the exemption in clause 17c) and have the experience, qualifications and accreditations set out below:

- (a) you have provided IGSA with your WWC number (if over 18) or signed the declaration in Schedule 2 if under 18;
- (b) you are accredited to referee through the relevant state sporting body or are working towards such accreditation or possess sufficient experience with the sport to be confident refereeing an IGSA Sport match.
- (c) you are no younger than 15 but turning 16 this calendar year, IGSA have been advised prior to your engagement and discussed the risk assessment with you parent or guardian.

If you (or your parent or guardian) 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.

If you are **under 18 years of age and your parent or guardian warrants that you have suitable qualifications and experience**, your parent or guardian accepts this engagement and its terms on your behalf.

18 You acknowledge that IGSA strongly recommends that all referees and conveners hold a current first aid certificate.

19 **Enclosed** with this letter is the IGSA Sport Code of Conduct incorporating the IGSA Harassment Policy and Risk Warning. By signing the acceptance of engagement, you (your parent or guardian) are confirming that you have read these documents and agree to abide by their terms.

Other documents required

20 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. If you are under 18 years of age, your parent or guardian will also need to sign.

Yours sincerely

Vicki Fitzgerald

Vicki Fitzgerald

IGSA Director of Community & Pathways

SCHEDULE 1 – Statement of Services

IGSA Sport Water Polo Referee

IGSA Sport Water Polo Referees are responsible for officiating at IGSA Sport inter-school water polo matches in accordance with the Water Polo Australia Rulebook, and additional IGSA Sport Rules & Guidelines (see website).

Referees must:

- Provide your name, date of birth and WWC number to IGSA Sport **BEFORE** commencing refereeing to ensure that you are eligible to officiate under the WWC clause of this contract.
- **NOT ATTEND ANY VENUE if** you are a confirmed COVID case or are awaiting test results and have been asked to self-isolate.
- Complete and return all contracts and forms, as required, prior to the start of officiating.
- Report to the venue on time and dressed appropriately.
- Conduct a risk and safety inspection of the playing surface prior to the match and determine whether playing conditions are safe and suitable. If in doubt, speak with the Venue Convener.
- Liaise with the Venue Convener regarding any rule changes, safety checks and other issues.
- Ensure that all mandatory safety equipment rules are observed. If these rules are breached then play must not commence or continue.
- Ensure that no players are wearing jewellery.
- Be familiar with and implement the IGSA Sport Code of Conduct and the IGSA Harassment Policy (see website <https://igsa.nsw.edu.au/>).
- Checking the venue status via the **IGSA Sport mobile app** (<https://igsasport.spawtz.com/>)
- If you are already at your venue and conditions become dangerous, suspend play and speak with your venue convener.
- Follow the steps below should an accident occur during the match:
 1. blow time out and assess the situation
 2. reassure the injured player
 3. seek help – staff member, team manager, parent
 4. re-commence play at an appropriate time.

SCHEDULE 2 – Contractor Personnel Undertaking (if UNDER 18)

The Association of Heads of Independent Girls' Schools NSW trading as Independent Girls' Schools Association (IGSA), requires that all contractors under 18 provide the undertaking set out below.

1. Undertaking

1.1. I undertake to IGSA that:

- (a) I am not a Disqualified Person;
- (b) none of the Assessment Requirement Triggers apply to me;
- (c) I am not subject to an interim bar on engaging in child related work under section 17 of the WWC Act and I have not had an application for a Working with Children Check Clearance refused;
- (d) I have not had any previous employment or engagement terminated on the grounds that I engaged in any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
- (e) I have not retired or resigned from any previous employment or engagement following allegations that I engaged in any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and / or a sex offence;
- (f) I have never been charged with engaging in any Reportable Conduct and/or sex offence;
- (g) I am not currently the subject of allegations that I engaged in Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
- (h) I have never been the subject of allegations of any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
- (i) I will not engage in any Reportable Conduct and/or sex offence; and
- (j) I have not been the subject of proceedings commenced for any of the offences specified in Item 1(3) of Schedule 1 of the WWC Act (whatever the outcome of those proceedings).¹

1.2. If you cannot give the undertaking set out above, you should not sign this Undertaking. You may, however, wish to speak with the **Executive Officer** about the relevant occurrence.

2. Definitions

In this Undertaking:

- (a) "**Assessment Requirement Trigger**" means an offence or finding of misconduct involving children, as defined in Schedule 1 of the WWC Act.²
- (b) "**Child related work**" means work as defined in section 6 of the WWC Act³ and further defined in Part 2 of the Child Protection (Working with Children) Regulation 2013. ⁴
- (c) "**Children's Guardian**" means the Children's Guardian appointed under section 178 of the Children and Young Persons (Care and Protection) Act 1998.
- (d) "**Disqualified Person**" means a person who has been convicted of, or against whom proceedings have been commenced for, a disqualifying offence. A list of disqualifying offences is at Item 1 of Schedule 2 of the WWC Act.⁵
- (e) "**Reportable Conduct**" means:
 - (i) any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including grooming of a child, child pornography offences or an offence involving child abuse material);
 - (ii) any assault, ill treatment or neglect of a child; or

¹ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch1.html

² This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch1.html

³ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/s6.html#child-related_work

⁴ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_reg/cpwcr2013479/

⁵ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch2.html

(iii) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

Reportable Conduct does not extend to:

- (i) conduct that is reasonable for the purposes of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (ii) the use of physical force that, in all the circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (iii) conduct of a class or kind exempted from being reportable conduct by the Ombudsman, except where there is an alleged pattern or repeated instances of such conduct.

Note: Examples of conduct that would not constitute "reportable conduct" include (without limitation), touching a child in order to attract a child's attention, to guide a child or to comfort a distressed child; a school teacher raising his or her voice in order to attract attention or to restore order in the classroom; and conduct that is established to be accidental.

- (f) **"WWC Act"** means the Child Protection (Working with Children) Act 2012 (NSW).
- (g) **"Working with Children Check Clearance"** means an authorisation from the Children's Guardian to engage in child related work in accordance with the WWC Act.

Referee's Signature

Parent or Guardian's Signature

Print Name

Print Name

Date

IGSA Sport Referee – Acceptance of Offer

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

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 referee voluntarily and at my own risk.

I release IGSA 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 referee.

I confirm that (*please delete whichever is not applicable*)

my qualification is: _____ and I am currently a member of _____ Referees' Association or

I currently hold no formal qualifications.

I confirm that (*please delete whichever is not applicable*)

I am under 18 and have completed Schedule 2 or

I am over 18 and my Working with Children (WWC) number is: _____

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

Signature: _____ Date: _____

If under 18, a parent or guardian must also accept the offer:

Parent / Guardian Signature: _____ Date: _____

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. | <input type="checkbox"/> The whole of the payment is exempt income for the supplier. |
| <input type="checkbox"/> The supplier is an individual aged under 18 years and the payment does not exceed \$350 a week. | The supplier is an individual and has given the payer a written statement to the effect that the supply: |
| <input type="checkbox"/> The payment does not exceed \$75, excluding any goods and services tax (GST). | <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 supply that the payment relates to is wholly input taxed. | <input type="checkbox"/> is wholly of a private or domestic nature (from the supplier's perspective). |
| <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. | |

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 _____