



Expression of Interest

Security Adviser – Personal Safety Initiative Program

Context

The Mallee Sexual Assault Unit / Mallee Domestic Violence Service (MSAU/MDVS) is a multi-disciplinary service located in Northwest Victoria providing a wide range of services to victim/survivors of sexual assaults and domestic/family violence. The MSAU/MDVS main office is in Mildura with another office in Swan Hill and a number of outreach services. The MSAU/MDVS service covers a large area of north-western Victoria from Kerang across to the South Australian border and into parts of south-western NSW.

One program that MSAU/MDVS offers is the Personal Safety Initiative (PSI). Under this program, the safety needs of victim/survivors are assessed, and a range of actions taken to ensure they can reside safely in their own residence. These actions may include, but are not limited to; the issuing of safety monitoring devices, home improvements, improved locks and doors, safety lighting, and CCTV

Under the program the services of a suitably qualified and experienced Security Adviser is required to visit victim/survivor homes and conduct a Safety Audit making recommendations for the appropriate safety measures.

Work Details

The Safety Audit is done at the request of the Personal Safety Initiative Co-ordinator (PSI Co-ordinator) located at MSAU/MDVS Mildura office who will email out the details of property to be audited.

The audits are usually within the Sunraysia region, but may require travel to outlying towns in Northwest Victoria. Swan Hill has its own Security Adviser.

It is expected that the audit visit and report is done within 7 days of the initial request.

The Security Adviser will contact the Victim/Survivor and arrange a suitable inspection time.

There is a pro-forma Security Audit Form used. Appendix "A".

The Security Adviser will work through the Audit Form and attach photographic evidence of work that is required.

Whilst the Security Adviser make recommendations it is the decision of the PSI Co-ordinator as to what recommendations will be implemented. This can depend on the current risk level to the client, what work the owner of the property will allow and a successful funding application for the work.

There is no requirement for the Security Adviser to quote on any of the work that is required. The PSI Co-ordinator organises this with MSAU/MDVS contractors.

Payment for the audit will be in accordance with a Supplier Service Agreement, draft attached. Appendix "B". Payment will be made within 14 days of receiving an invoice from the Security Adviser for the job.

Due to the nature of the work involved and the vulnerability of the victim/survivors all work is to be carried out in the strictest confidence. Any breach of confidence will result in the immediate revocation of the Supplier Service Agreement.

Certifications Required

There are strict state-wide guidelines for the contractors delivering the Security Adviser audits.

Chief among these requirements is a Security License for Class B security work as a Security Adviser issued by the Victoria Police. Each individual conducting the Security Audit will need to have this License.

Also required for each adviser under our funding agreements are:

- A clear National Criminal Records check
- A current Victorian Working with Children Check
- A current NSW Working with Children Check
- Proof of public liability insurance
- A signed confidentiality agreement

Training

All auditing personnel will need to complete mandatory training with the PSI Co-ordinator.

Submissions

Please include the following in your submissions:

- The name of the individuals within your organisation that will be responsible for the Audits
- Copies of their relevant Security Licence as a Security Adviser
- Confirmation that they either hold or will apply for the National Criminal Records Check, Vic and NSW Working with Children's Checks.
- The individual's relevant experience for the role.
- The proposed costs for the Audits, either hourly rates or flat fee. Additional costs for travel costs and time.

Address your submissions to:

PSI Coordinator
Sharon Burness
Mallee Sexual Assault Unit
PO Box 1373
MILDURA VIC 3502

T 50255400
E sharonb@msau-mdvs.org.au

Appendix "A"



Personal Safety Initiative (PSI)

Request for Safety & Security Audit

In line with PSI Operational Guidelines, a safety & security audit is recommended at the property listed below to:

- Assess the entire property and immediate surroundings.
- Review the victim survivor's day-to-day routines (in relation to coming and goings from the property) to identify security gaps as related to their experience of family violence. This will include consideration of individual perpetrator's behaviours to identify specific security risks and inform recommendations.
- Develop recommendations to address safety, security and technology needs to address the family violence risk posed by a perpetrator.

Date of referral: Click or tap to enter a date.

Referring Agency Information			
Case Manager:			
Email:		Phone:	
Victim Survivor's Information			
Name:		Phone:	
Address:		Safe to leave voice / text messages: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Perpetrators patterns and behaviour (Relevant to Audit) Do they have keys to property? YES <input type="checkbox"/> NO <input type="checkbox"/>			
PSI Coordinator			

Sharon Burness
Mallee Domestic Violence /Sexual Assault Unit.

Phone: 03 50212130
Mobile: 0437 647 340
Email: sharonb@msau-mdvs.org.au

TO BE COMPLETED BY AUDITOR

Date of audit: Click or tap to enter a date.

Audit Report					
Auditor name:				Phone:	
Registered Security Advisor #:				Email:	
Question	YES	NO	N/A	Comments / Recommendations	
Numbering:					
Any difficulty locating address?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Street number clearly visible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Property visible from the street?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Front of the property visible from neighbouring homes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Letterbox:					
Is the letterbox secure with a lock?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Mains Water:					
Is the metre accessible from the street?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Power Box:					
Does the powerbox have a lock fitted? (Powercor compliant)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Carpport / Vehicle garage					
Is there a roller door / remote control?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Is there adequate lighting?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
More than one exit point from property by car?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Internal door between garage & home? Is it lockable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Garage separated from house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Lighting:</u>				
Street lighting at the front of property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Entrances to the home lit and working / sensor lights?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Back of home lit and working/ sensor lights?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Front door:</u>				
Security doors installed (describe construction and guards)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are locks working?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are keys available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are doors solid construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are frames solid construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the front door lock adequate and working properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a peephole in front door?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a security chain fitted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Door locks secure and adequate (describe lock type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Windows:</u>				
Are all windows solidly constructed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dressings to all windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Any broken windows (Where)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window locks, latches or similar (Window locks will not be installed) Drop plates provide.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Skylights:</u>				

Are skylights secured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Safe Room:</u>				
Is there a suitable room to use as a saferoom?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a window in this room?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is this door solid construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are locks suitable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a powerpoint for phone charging?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mobile phone reception at the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>CCTV:</u>				
Is CCTV Installed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If required, how many cameras?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does TV support HDMI / or standalone monitor required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NBN installed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Rear / side doors</u>				
Security doors installed (describe construction and guards)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are locks working?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are keys available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are doors solid construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are frames solid construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is door lock adequate and working correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a peephole?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a security chain fitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Fencing / Access:</u>				

Perimeter fences surrounding the property and in adequate condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Details: Surrounding / adjoining properties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shedding:				
Is there a rear shed/ Can the shed be locked and secure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tools and ladders securely stored away?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Construction of home:				
Construction of home (brick, timber, other)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single / double story	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Roof type (tile / iron sheeting)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the manhole easily accessible? Inside / outside?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there access under the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are there smoke alarms fitted and operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Auditor Summary / Photos

Appendix B

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

CLIENT

Mallee Sexual Assault Unit Inc.
ABN: 57685819813
144-146 Lime Ave, Mildura, Victoria, 3500
(the "Client")

CONTRACTOR

Contractor Name
ABN: Contractor ABN
Contractor Address
(the "Contractor")

BACKGROUND

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

TERM OF AGREEMENT

The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

A.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

B.

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Personal Security Audits.

1.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2.

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

3.

In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 90 days' written notice to the other Party.

4.

In the event that either Party breaches a material provision under this Agreement, the nondefaulting Party may terminate this Agreement immediately and require the defaulting Party

5.

Page 1 of 6

PERFORMANCE

CURRENCY

PAYMENT

CONFIDENTIALITY

OWNERSHIP OF INTELLECTUAL PROPERTY

to indemnify the non-defaulting Party against all reasonable damages.

6. This Agreement may be terminated at any time by mutual agreement of the Parties.

Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

7.

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

8.

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in AUD (Australian Dollars).

9.

The Contractor will charge the Client for the Services as follows (the "Payment"):

- The rate will be \$XXX incl GST per Audit, plus an additional \$XX per hour travel for remote Audits.

10.

11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

The Contractor is responsible for paying any Superannuation Guarantee contributions that

may be required in relation to the work performed by the Contractor or by employees of the Contractor under this Agreement.

12.

The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

13.

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

15.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

16.

Service Agreement (General) Page 2 of 6

**RETURN OF PROPERTY
CAPACITY/INDEPENDENT CONTRACTOR
RIGHT OF SUBSTITUTION
AUTONOMY
EQUIPMENT**

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

17.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

18.

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

19.

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

20.

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

21.

In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Payment will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

22.

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

23.

Service Agreement (General) Page 3 of 6

NO EXCLUSIVITY

NOTICE

AUSTRALIAN COMPANY NUMBER (ACN)

INDEMNIFICATION

ADDITIONAL CLAUSES

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

24.

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

25.

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- Mallee Sexual Assault Unit Inc.
144-146 Lime Ave, Mildura, Victoria, 3500
- Contractor Name
Contractor Address

or to such other address as either Party may from time to time notify the other.

26.

The Australian Company Numbers (ACN's) for the Parties to this Agreement are as follows:

- a. Mallee Sexual Assault Unit Inc.: _____
b. Contractor Name: _____

27.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

28.

The Contractor must be licensed with the Victoria Police as a Security Adviser. Any loss of this license will render this agreement null and void.

29.

Service Agreement (General) Page 4 of 6

MODIFICATION OF AGREEMENT

TIME OF THE ESSENCE

ASSIGNMENT

ENTIRE AGREEMENT

ENUREMENT

TITLES/HEADINGS

GENDER

GOVERNING LAW

SEVERABILITY

The Contractor must ensure that any other person carrying out the Security Audits on behalf of the contractor must also be licensed with Victoria Police as a Security Adviser.

30.

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

31.

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

32.

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

33.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

34.

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

35.

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

36.

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

37.

This Agreement will be governed by and construed in accordance with the laws of the State of Victoria.

38.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

39.

Service Agreement (General) Page 5 of 6

WAIVER

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Mallee Sexual Assault Unit Inc.

Per: (Seal)

Officer's Name: _____

Contractor Name

Per: (Seal)

Officer's Name: _____

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

40.

Service Agreement (General) Page 6 of 6

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