

73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENTS 73(2)Irrelevant **and** 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-qualified Supplier Agreement numbers 73(2)Irrelevant under the Queensland VET Investment programs, 73(2)Irrelevant under the User Choice Program 2017-20, and 73(2)Irrelevant under the User Choice 73(2)Irrelevant Program 2019-20 ("the Agreements")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment dated 23 August 2016, varied through a Deed of Variation dated 19 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019;
2. User Choice dated 17 August 2017, varied through a Deed of Variation dated 17 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
3. User Choice (Aviation Strategy Agreement) dated 4 October 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary for which you have not sought the Department's consent. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 24 April 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me by email at linda.bradley@desbt.qld.gov.au.

Yours sincerely

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

14/04 /2020

Ref: 20/220032

SHOW CAUSE NOTICE

To: [73(2)Irrelevant] ("you" or "your")

You three Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement [73(2)Irrelevant] dated 23 August 2016, varied through a Deed of Variation dated 19 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019;
2. Agreement [73(2)Irrelevant] dated 17 August 2017, varied through a Deed of Variation dated 17 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
3. Agreement [73(2)Irrelevant] dated 4 October 2019.

("the Agreements")

Clause 25.1 of the Agreements provide that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary which constitutes a change in control pursuant to clause 25.1(c), for which you have not sought the Department's consent, in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 24 April 2020.

Signed for and on behalf of the State of Queensland by:

[49-Sch4 - Personal Information]

LINDA BRADLEY

Director

Contract Management

Department of Employment, Small Business and Training

14 / 04 / 2020

73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENTS 73(2)Irrelevant and 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-qualified Supplier Agreement numbers 73(2)Irrelevant under the User Choice Program 2017-20 and 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreements")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment dated 11 August 2016, varied through a Deed of Variation dated 19 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
2. User Choice dated 11 August 2016, varied through a Deed of Variation dated 19 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary for which you have not sought the Department's consent. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 15 April 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me by email at linda.bradley@desbt.qld.gov.au.

Yours sincerely

-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
06/04/2020

Ref: 20/206684

SHOW CAUSE NOTICE

To: [73(2)Irrelevant] ("you" or "your")

You two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement [73(2)Irrelevant] dated 11 August 2016, varied through a Deed of Variation dated 19 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019, for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan; and
2. Agreement [73(2)Irrelevant] dated 11 August 2016, varied through a Deed of Variation dated 19 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019, for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreements")

Clause 25.1 of the Agreements provide that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary which constitutes a change in control pursuant to clause 25.1(c), for which you have not sought the Department's consent in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 15 April 2020.

Signed for and on behalf of the State of Queensland by:

49-Sch4 - Personal Information

LINDA BRADLEY

Director

Contract Management

Department of Employment, Small Business and Training

06/04/2020

73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENT 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your")
Pre-qualified Supplier Agreement number 73(2)Irrelevant under the User Choice Program
2017-20 ("the Agreement")

You entered into the Agreements with the department as follows:

1. User Choice dated 15 August 2016, varied through a Deed of Variation dated 25 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019

Show Cause Notice

I draw your attention to clause 25.1 of the Agreement which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in officeholder / director for which you have not sought the Department's consent in accordance clause 25 of the Agreement. This may constitute an Event of Default under clause 17(g) of the Agreement, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 18 May 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreement provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me on (07) 3025 6267 or email linda.bradley@desbt.qld.gov.au.

Yours sincerely

9-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

08/05/2020

Ref: 20/265797

SHOW CAUSE NOTICE

To: 73(2)Irrelevant ("you" or "your")

You hold one Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement 73(2)Irrelevant dated 15 August 2016 for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreement")

Clause 25.1 of the Agreement provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director and/or secretary which constitutes a change in control pursuant to clause 25.1, for which you have not sought the Department's consent in breach of Clause 25. ("the Event of Default")

It is an event of default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 18 May 2020.

Signed for and on behalf of the State of Queensland by:

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

08/05/2020

73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENTS 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-Qualified Supplier Agreements number 73(2)Irrelevant under the User Choice Program 2017-20 and 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreements")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment dated 23 September 2019 and extended to 30 June 2020 through the RTO Letter of Authority dated 24 September 2019; and
2. User Choice dated 28 September 2016, varied through a Deed of Variation dated 10 August 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in shareholding for which you have not sought the Department's consent, in breach of clause 25.1 of the Agreements. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 18 March 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me on (07) 3025 6267 or email linda.bradley@desbt.qld.gov.au.

Yours sincerely

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
11/103/2020

Ref: 20/145498

SHOW CAUSE NOTICE

To: 73(2)Irrelevant ("you" or "your")

You hold two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Queensland VET Investment dated 23 September 2019 and extended to 30 June 2020 through the RTO Letter of Authority dated 24 September 2019; and
2. User Choice dated 28 September 2016, varied through a Deed of Variation dated 10 August 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019

("the Agreements")

Clause 25.1 of the Agreements provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in shareholding which constitutes a change in control pursuant to clause 25.1, for which you have not sought the Department's consent in breach of Clause 25. ("the event of default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an event of default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the event of default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 18 March 2020.

Signed for and on behalf of the State of Queensland by:

-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
11/03/2020

73(2)Irrelevant

73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENT 73(2)Irrelevant and 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-qualified Supplier Agreements 73(2)Irrelevant under the Queensland VET Investment program and 73(2)Irrelevant under the User Choice Program, entered into on 30 August 2016 ("the Agreements").

Show Cause Notice

I draw your attention to clause 25.1 of the Agreement which provides that you must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in legal name for which you have not sought the Department's consent in accordance with clause 25 of the Agreements. This may constitute an Event of Default under Clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 18 May 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreement provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me on email linda.bradley@desbt.qld.gov.au.

Yours sincerely

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

08/05/2020

Ref: 20/266031

SHOW CAUSE NOTICE

To: [73(2)Irrelevant] ("you" or "your")

You hold two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement [73(2)Irrelevant] dated 30 August 2016 for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan; and
2. Agreement [73(2)Irrelevant] dated 30 August 2016 for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreement/s")

Clause 25.1 of the Agreements provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in officeholder which constitutes a change in control pursuant to clause 25.1, for which you have not sought the Department's consent in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before **close of business 18 May 2020**.

Signed for and on behalf of the State of Queensland by:

[9-Sch4 - Personal Information]

LINDA BRADLEY

Director

Contract Management

Department of Employment, Small Business and Training

08/05/2020

73(2)Irrelevant

Also by E-mail: 73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENTS 73(2)Irrelevant

I refer to 73(2)Irrelevant
73(2)Irrelevant ("you", "your") Pre-qualified Supplier Agreements number 73(2)Irrelevant under the User Choice Program 2017-20 and 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreements")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment dated 11 August 2016, varied through a Deed of Variation dated 12 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
2. User Choice dated 11 August 2016, varied through a Deed of Variation dated 27 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in officeholder/director for which you have not sought the Department's consent in accordance with clause 25 of the Agreements. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 18 May 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me on (07) 3025 6267 or email linda.bradley@desbt.qld.gov.au.

Yours sincerely

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
08/05/2020

Ref: 20/266473

SHOW CAUSE NOTICE

To: 73(2)Irrelevant ("you" or "your")

You hold two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement 73(2)Irrelevant dated 11 august 2016 for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan; and
2. Agreement 73(2)Irrelevant dated 11 August 2016 for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreement/s")

Clause 25.1 of the Agreements provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director and/or secretary which constitutes a change in control pursuant to clause 25.1, for which you have not sought the Department's consent in breach of clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an event of default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 18 May 2020.

Signed for and on behalf of the State of Queensland by:

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
05/05/2020

73(2)Irrelevant

Also by email: 73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENTS 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-qualified Supplier Agreements number 73(2)Irrelevant under the User Choice Program and 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreements")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment dated 5 August 2016, varied through a Deed of Variation dated 27 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
2. User Choice dated 5 August 2016, varied through a Deed of Variation dated 27 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in shareholding for which you have not sought the Department's consent in accordance with clause 25 of the Agreements. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 18 May 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me on (07) 3025 6267 or email linda.bradley@desbt.qld.gov.au.

Yours sincerely

9-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

6/10/2020

Ref: 20/266777

SHOW CAUSE NOTICE

To: 73(2)Irrelevant ("you" or "your")

You hold two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement 73(2)Irrelevant dated 5 August 2016 for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan
2. Agreement 73(2)Irrelevant dated 5 August 2016 for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreement/s")

Clause 25.1 of the Agreements provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in shareholding which constitutes a change in control pursuant to clause 25.1, for which you have not sought the Department's consent in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an event of default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 18 May 2020.

Signed for and on behalf of the State of Queensland by:

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
08/05/2020

73(2)Irrelevant

Also by email: 73(2)Irrelevant

Dear Mr 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENTS 73(2)Irrelevant & 73(2)Irrelevant

I refer to 73(2)Irrelevant trading as 73(2)Irrelevant 73(2)Irrelevant ("you", "your") Pre-Qualified Supplier Agreement/s number 73(2)Irrelevant under the User Choice Program 2017-20 and 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreements")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment 73(2)Irrelevant dated 5 October 2016, varied through a Deed of Variation dated 28 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
2. User Choice 73(2)Irrelevant dated 24 October 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary for which you have not sought the Department's consent. This may constitute an Event of Default under clause 25.1 of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 18 March 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me on (07) 3025 6267 or email linda.bradley@desbt.qld.gov.au.

Yours sincerely

9-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

09/03/2020

Ref: 20/140100

SHOW CAUSE NOTICE

To 73(2)Irrelevant ("you" or "your")

You hold two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement 73(2)Irrelevant dated 5 October 2016 for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan;
2. Agreement 73(2)Irrelevant dated 24 October 2018 for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreements")

Clause 25.1 of the Agreements provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary which constitutes a change in control pursuant to clause 25.1, for which you have not sought the Department's consent in breach of Clause 25. ("the event of default")

It is an event of default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an event of default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the event of default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 18 March 2020.

Signed for and on behalf of the State of Queensland by:

9-Sch4 - Personal Informati

LINDA BRADLEY

Director

Contract Management

Department of Employment, Small Business and Training

09/03/2020

73(2)Irrelevant

Dear 3(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENT 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-qualified Supplier Agreement number 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreement")

You entered into the Agreement with the department as follows:

1. Queensland VET Investment dated 10 April 2017, varied through Deed of Variation dated 21 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreement which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in shareholding structure, including the issuance or cancellation of shares, for which you have not sought the Department's consent. This may constitute an Event of Default under clause 17(g) of the Agreement, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 15 April 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreement provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me by email at linda.bradley@desbt.qld.gov.au.

Yours sincerely

Sch4 - Personal Informat

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
06 / 04 / 2020

Ref: 20/206450

SHOW CAUSE NOTICE

To: [73(2)Irrelevant] ("you" or "your")

You hold one Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement [73(2)Irrelevant] dated 10 April 2017, varied through Deed of Variation dated 21 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019, for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan.

("the Agreement")

Clause 25.1 of the Agreement provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a shareholding structure, including the issuance or cancellation of shares, which constitutes a change in control pursuant to clause 25.1(b), for which you have not sought the Department's consent, in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 15 April 2020.

Signed for and on behalf of the State of Queensland by:

[Redacted Signature]
-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
06/04/2020

73(2)Irrelevant

Dear 73(2)Irrelevant

73(2)Irrelevant **VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENT 73(2)Irrelevant WITH THE DEPARTMENT OF EMPLOYMENT, SMALL BUSINESS AND TRAINING**

I refer to the Pre-qualified Supplier Agreement between 73(2)Irrelevant ("You" or "Your") with the then Department of Education and Training, now the Department of Employment, Small Business and Training ("DESBT"), identified as follows:

- PQS Agreement 73(2)Irrelevant dated 28 July 2016, subsequently amended by Deed of Variation dated 26 June 2018 and extended to 30 June 2020 through Letter of Authority dated 2 July 2019 ("PQS Agreement").

Show Cause Notice

I refer to the Show Cause Notice issued to you on 18 September 2019, which outlined Events of Default that had occurred, including but not limited to, clause 17(a) of your PQS Agreement.

On 2 October 2019, DESBT received your response to the Show Cause Notice where you asserted that you had:

- Implemented measures to ensure compliance under the PQS Agreement for assessment of recognition of prior learning (RPL);
- Purchased new software systems to assist in management and records of fees and student records;
- Employed additional staff to monitor and review compliance; and
- Facilitated staff training sessions regarding compliance processes and procedures.

Whilst DESBT was not satisfied that you had provided adequate justification to retain your PQS Agreement, particularly in relation to your retention of evidence of RPL Assessment, in good faith, DESBT allowed you a further opportunity to demonstrate your compliance by submitting a Rectification Plan and selected student records. This was to verify the effectiveness of the procedures and measures you asserted had been implemented.

DESBT has now carried out a comprehensive review of the Rectification Plan and Student Records submitted by you on 20 December 2019, 10 and 14 January 2020 and has determined that the procedures and measures you assert have been put in place remain ineffective. The student files reviewed continued to demonstrate 100% non-compliance with respect to retaining sufficient evidence to validate AVETMISS Outcome Identifier 51 (RPL) claims for payment.

The Student File Examination Findings are located at Appendix 1 enclosed with this letter.

Notice of Termination

DESBT is not persuaded by your responses to the Show Cause Notice. Further, the finding of 100% non-compliance with respect to the retention of evidence of RPL Assessment is identical to the findings from compliance audits conducted against your PQS Agreement in November 2016 and May 2019 respectively. You have consistently demonstrated an inability to ensure compliance with the PQS Agreement and DESBT policies.

Pursuant to clause 17(a) of the PQS Agreement it is an Event of Default if:

If the Supplier Breaches this Agreement and the breach is determined by the Department, in its sole and unfettered discretion, to be a breach that is not capable of being remedied.

Pursuant to clause 17(a), for the reasons outlined above DESBT does not consider the breaches of the PQS Agreement outlined in the Show Cause Notice are capable of being remedied ("the Event of Default").

As a consequence of your Event of Default, DESBT is entitled to immediately terminate your PQS Agreement pursuant to clause 18.1(a), however, DESBT herein gives you notice that PQS Agreement 73(2)Irrelevant will terminate on 30 June 2020.

Directive to Cease Enrolments

Further in addition to the Directive issued on 13 November 2019, DESBT hereby directs you to immediately cease enrolments of new students under the PQS Agreement across **all qualifications** on your delivery schedule under PQS Agreement 73(2)Irrelevant

For the avoidance of doubt, this means that you can continue to provide training and assessment services to existing students whose enrolment commenced **on or before the date of this letter**. Please refer to Performance Standard 3H of the *Pre-qualified Supplier Policy 2019-20 for Queensland VET Investment Programs* for further information pertaining to the meaning of 'enrolment' in the context of compliance with Directives to Cease Enrolments.

Accordingly, you have the opportunity to train out and issue qualifications to your existing students until 30 June 2020.

Post-termination Obligations

Upon receipt of this letter DESBT requires you to:

- a) Notify all students enrolled under the PQS Agreement that 73(2)Irrelevant will no longer be funded by DESBT under the Queensland VET Investment Program, effective 30 June 2020;

- b) Ensure all students are issued qualifications and statements of attainment in accordance with the *National Vocational Education and Training Regulator Act 2011* by 30 June 2020; and
- c) Provide all reasonable assistance to DESBT to enable the transition of those students to another PQS.

Please provide DESBT with confirmation that each student has been issued with qualifications or statements of attainment by 30 June 2020. Please send this confirmation, along with any supporting documentation to contractmanagement@desbt.qld.gov.au.

Furthermore, it is important that the choice of a replacement Registered Training Organisation belongs to the Student under the Certificate 3 Guarantee and Higher Level Skills Programs. **It is not permissible for you to request, make or retain a payment for the transfer or referral of students.**

DESBT draws your attention to:

- a) Clause 22 of the PQS Agreement, 'Clauses to survive termination' which lists clauses in the PQS Agreement that remain in effect following termination. In particular, Clause 5 'Reporting', Clause 8 'Overpayments', Clause 9 'Records', Clause 10 'Access to premises and records' and Clause 21 'Consequences of termination, suspension or removal' all of which impose certain obligations on the Supplier after termination; and
- b) In particular DESBT's rights to withhold any funding to the Supplier pursuant to clause 21.2 until certain post termination obligations are complied with is also noted. All other rights and remedies are preserved.

Lastly, please ensure all data is entered in accordance with your reporting requirements under Clause 5 Reporting, within the timeframes specified in the relevant Program Policy.

If you wish to discuss this matter please contact Linda Bradley by email at linda.bradley@desbt.qld.gov.au.

Yours faithfully

49-Sch4 - Personal Information

STEVEN KOCH
Deputy Director-General
Investment
Department of Employment, Small Business and Training

22/06/2020

73(2)Irrelevant

Also by E-mail: 73(2)Irrelevant

Dear 73(2)Irrelevant

**NOTICE TO REMEDY BREACH AND DIRECTIVE TO CEASE ENROLMENTS -
VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER
AGREEMENT NUMBER 73(2)Irrelevant**

I refer to the above Pre-qualified Supplier Agreement between 73(2)Irrelevant
73(2)Irrelevant and the Department of Employment, Small Business
and Training ("the department").

Notice to Remedy Breach

On 17 to 19 March 2020, the department carried out a monitoring audit against your PQS Agreement ("the audit"). The audit findings were communicated to you via email on 28 April 2020 which enclosed a copy of the audit report.

The audit report detailed a number of non-compliances and the department has determined that you have breached the PQS Agreement 73(2)Irrelevant in the terms outlined in the attached Notice to Remedy Breach ("the Notice").

The department requires you to immediately remedy the breaches identified in the Notice. If it is determined by the department, that you have not remedied the breaches identified in the Notice, the department may take further action including terminating the PQS Agreement.

Please note that rectification action is expected for all focus areas where non-compliances were communicated in the audit report, including those non-compliances that have not been identified as breaches in the attached Notice.

In addition, the department requires you to submit a Rectification Plan demonstrating how the non-compliances within the categories identified in the Notice will be addressed and rectified.

Please find attached a Rectification Plan template for your completion. The template lists the specific actions that the department requires of you to demonstrate that the identified areas of non-compliance have been rectified and that processes have been established to ensure future compliance. There is no requirement to submit copies of procedures or supporting documents as part of the Rectification Plan response.

Please submit your Rectification Plan by email to contractmanagement@desbt.qld.gov.au within 10 business days from the date hereof.

The Rectification Plan will be retained by the department pending a re-audit of student files. The department's Quality and Compliance team will be in contact with you to schedule a focussed re-audit at a later date.

Directive

As a result of the Notice, the department **hereby directs you to immediately cease enrolments of new students under the PQS Agreement in RII20115 Certificate II in Resources and Infrastructure Work Preparation.**

For the avoidance of doubt, this means that no new enrolments in the above-mentioned qualification are to be accepted by you from **5 June 2020**. This Directive will remain in place until the department completes a re-audit under your PQS Agreement, the department is satisfied that you have remedied the breaches in the Notice and it is notified to you in writing that the department lifts the Directive.

Nothing in this Directive prevents you from providing training and assessment services to existing eligible students who have enrolled and commenced training in the identified qualification **on or before the date of this letter.**

Please refer to Performance Standard 3H of the Pre-qualified Supplier Policy 2019-20 for Queensland VET Investment Programs for further information pertaining to the meaning of 'enrolment' in the context of compliance with Directives to Cease Enrolments.

If you wish to discuss this matter please contact me via email at linda.bradley@desbt.qld.gov.au.

Yours faithfully

Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Investment Division
Department of Employment, Small Business and Training

04/06/2020

Ref: 20/315195

NOTICE TO REMEDY BREACH

To: [73(2)Irrelevant] ("you" or "your", or "the Supplier").

We refer to the Pre-qualified Supplier Agreement, number [73(2)Irrelevant] between you and the then Department of Education and Training, now the Department of Employment, Small Business and Training (the department), dated 2 December 2016, subsequently varied through Deed of Variation dated 10 September 2018 and extended through the Letter of Authority dated 2 July 2019 (PQS Agreement).

The PQS Agreement allows you to offer the VET Investment Program provided you comply with the PQS Agreement and the Department's Policies current at the commencement date and as may be amended or added from time to time (clause 3).

The PQS Agreement and the Department's Policies

We draw your attention to the following provisions referred to in this Notice to Remedy Breach:

Pre-qualified Supplier Agreement [73(2)Irrelevant] (PQS Agreement)	<ul style="list-style-type: none">• Clause 3 Supplier's obligations• Clause 9 Records• Clause 17 Events of Default• Clause 18 Consequences of default• Clause 28 Definitions and interpretation
Pre-qualified Supplier Policy 2019-20 for Queensland VET Investment Programs (PQS Policy)	<ul style="list-style-type: none">• Performance Standard 3C• Appendix 5, Table 4: VET activity outcome identifier and payment
Certificate 3 Guarantee Program Policy 2019-20 (Program Policy)	<ul style="list-style-type: none">• Who is eligible to receive training?• What training is available?
Pre-qualified Supplier Audit Evidence Requirements (VET Investment Programs 2019-2020) (Evidence Requirements)	<ul style="list-style-type: none">• Eligibility located at pages 1-4• Evidence of assessment located at pages 20-24

The Breaches

On 17 to 19 March 2020 the department carried out a monitoring audit under your PQS Agreement ("the audit"). The final audit outcome was communicated to you by email dated 28 April 2020 which enclosed a copy of the audit report ("the audit report").

The department is concerned with the following breaches against the PQS Agreement the PQS Policy, the Program Policy and the Evidence Requirements as follows:

1. Eligibility

The audit identified that you did not retain sufficient evidence to validate that each student:

- a. satisfied specific age restrictions, namely that each student was aged 15 years or above at the time of enrolment, for 65 per cent of students sampled;
- b. permanently resided in Queensland, for 85 per cent of students sampled;
- c. held Australian or New Zealand citizenship, Australian permanent residence or temporary residency status, for 20 per cent of students sampled; and
- d. did not already hold a qualification, or were not already enrolled in a qualification, which would make them ineligible to receive funding, for 95 per cent of students sampled.

The insufficiencies in the retention of evidence to validate student eligibility are clearly detailed at pages 8, 13, 14 and 15 of the audit report. As a result of your non-compliances with respect to eligibility, you are in breach of Performance Standard 3C of the PQS Policy, the Program Policy, pages 1 to 3 of the Evidence Requirements, thereby placing you in breach of clause 3(a) and (b) of the PQS Agreement.

2. Assessment

The audit report identified that the evidence provided by you did not contain the full range of assessment evidence to support AVETMISS Outcome 20 claims for 100 per cent of the students sampled. The insufficiencies in your retention of assessment evidence are clearly identified at pages 9 and 17-22 of the audit report and constitute a breach of your PQS Agreement.

Specifically, failure to retain the full range of assessment evidence to support AVETMISS Outcome identifier 20 (competent) claims for payment breaches the PQS Policy, pages 20-24 of the Evidence Requirements, and clause 9.1(b)(i) and (ii) of the PQS Agreement, constituting a breach of clauses 3(a) and (b) of the PQS Agreement.

Remedy

We require you to remedy the above breaches by taking the following actions:

- A. Demonstrate to the department that procedures have been implemented to ensure that only students eligible for the Certificate 3 Guarantee Program are claimed under your PQS Agreement;
- B. Demonstrate to the department that procedures have been implemented which ensure that the full range of assessment evidence is retained to support AVETMISS Outcome 20 claims for all students; and
- C. For all units of competency commenced after the date of this notice,
 - i. where requested by the department, provide sample files which demonstrate the new procedures are effective in ensuring that the above-mentioned breaches have been rectified in accordance with the PQS Agreement, PQS Policy and Evidence Requirements to the department's satisfaction; and
 - ii. where a re-audit is scheduled by the department, ensure that all sample files demonstrate the new procedures are effective in ensuring that the above-mentioned breaches have been rectified in accordance with the

PQS Agreement, PQS Policy and Evidence Requirements to the department's satisfaction

This Notice to Remedy Breach is issued under clause 17(b) of the PQS Agreement. Failure to remedy the breaches may constitute an Event of Default under the PQS Agreement and the Department may exercise its rights under clause 18 of the PQS Agreement including:

1. terminating the PQS Agreement;
2. suspending funding under the PQS Agreement for a period; or
3. removing the Program or Qualification in relation to which the Event of Default has occurred from the Agreement.

Signed for and on behalf of the State of Queensland through the Department of Employment, Small Business and Training by:

LINDA BRADLEY

49-Sch4 - Personal Information

**Director
Contract Management
Investment Division
Department of Employment, Small Business and Training**
04 / 06 / 2020

PQS Agreement

Rectification Plan – VET Investment

Overview

A Rectification Plan is required to demonstrate that compliance issues have been rectified and that processes have been established to maintain compliance with the PQS Agreement and related documentation.

Instructions

The table on the following page is designed to identify each of the PQS Recommended Management Actions to be undertaken to address compliance issues within each of the relevant focus areas as well as identify your organisation's internal control and assurance documentation that has either been created or updated subsequent to the audit site visit conducted in March 2020.

Each 'Agreed Management Action to address non-compliance and breaches' is expected to have updated or new internal controls which **in almost all instances will require a documented procedure**. Procedures must include clear information relating to the following points:

Who – position responsible for the completion of designated responsibilities.

What – the specific tasks to be undertaken in accordance with the requirements of the PQS Agreement, Program funding policy and/or Audit Evidence Requirements document.

When – the timeframes for completing the specific tasks.

How – specific instructions for the responsible person to follow detailing a compliant process.

Where – specific information regarding where records or documentation needs to be sent or kept.

Please also list any forms, checklists or templates that have been created or amended to incorporate rectification action in the table provided.

There is no requirement to submit procedures or supporting documents to the Department as part of the rectification plan response however the action taken must be clear regarding how non-compliances and breaches have been addressed. The supporting documents will be reviewed at the focussed re-audit that will be scheduled in due course following the review of the rectification plan table submitted.

Rectification Plan – VET Investment

73(2)Irrelevant

73(2)Irrelevant

Ref #	Focus Area	Management Action taken to address non-compliance (as referenced in audit report) and 'The Breaches' (as referenced in Notice to Remedy Breach	Updated/New Internal Controls (e.g. Policy and Procedure, Form, template etc. – not to be submitted)	Position Responsible	Current Status	Date due for completion or timeframes*
Example	Eligibility	Revision of processes to include clear steps regarding validating that students do not already hold a qualification; or are not already enrolled in a qualification	<ul style="list-style-type: none"> Updated enrolment procedure (as at 29 November 2019) Updated enrolment form (as at 6 December 2019) Staff training conducted on 12 December 2019 	Compliance Manager	<ul style="list-style-type: none"> Procedure & form completed Enrolments ongoing 	<ul style="list-style-type: none"> End December 2019 Monthly enrolment process
1	Eligibility procedure for collecting and retaining evidence that validates students meet all enrolment requirements					
2	Assessment processes and documentation that records and validates evidence that is complete and in alignment with all evidentiary information required by the department.					

** There must be no future dates for updating of policies or procedures. Activities where the timeframes status may be ongoing must align to procedures and be appropriate to the task e.g. weekly, monthly, quarterly or annually.*

73(2)Irrelevant

Dear 3(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENTS 73(2)Irrelevant and 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-qualified Supplier Agreement numbers 73(2)Irrelevant under the User Choice Program 2017-20 and 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreements")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment dated 11 August 2016, varied through a Deed of Variation dated 20 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
2. User Choice dated 11 August 2016, varied through a Deed of Variation dated 20 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary for which you have not sought the Department's consent. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 15 April 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me by email at linda.bradley@desbt.qld.gov.au.

Yours sincerely

9-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

06/04/2020

Ref: 20/206781

SHOW CAUSE NOTICE

To: [73(2)Irrelevant] ("you" or "your")

You two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement [73(2)Irrelevant] dated 11 August 2016, varied through a Deed of Variation dated 20 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019, for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan; and
2. Agreement [73(2)Irrelevant] dated 11 August 2016, varied through a Deed of Variation dated 20 June 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019, for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreements")

Clause 25.1 of the Agreements provide that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary which constitutes a change in control pursuant to clause 25.1(c), for which you have not sought the Department's consent, in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 15 April 2020.

Signed for and on behalf of the State of Queensland by:

[Sch4 - Personal Information]

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

06/04/2020

73(2)Irrelevant

Dear 3(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENT 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-Qualified Supplier Agreement number 73(2)Irrelevant under the Queensland VET Investment program ("the Agreement"). You entered into the Agreement with the department on 6 December 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreement which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in company name for which you have not sought the Department's consent. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 24 April 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreement provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me by email at linda.bradley@desbt.qld.gov.au.

Yours sincerely

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

14/04 /2020

Ref: 20/222369

SHOW CAUSE NOTICE

To: [redacted] 73(2)Irrelevant ("you" or "your")

You hold one Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement 73(2)Irrelevant dated 6 December 2019 for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan.

("the Agreement")

Clause 25.1 of the Agreement provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change to company name which constitutes a change in control pursuant to clause 25.1, for which you have not sought the Department's consent in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 24 April 2020.

Signed for and on behalf of the State of Queensland by:

[redacted]
-Sch4 - Personal Informati

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

14 10/2020

73(2)Irrelevant

Dear 73(2)Irrelevant

**THE 73(2)Irrelevant PRE-QUALIFIED
SUPPLIER AGREEMENTS 73(2)Irrelevant WITH THE DEPARTMENT OF
EMPLOYMENT, SMALL BUSINESS AND TRAINING**

NOTICE OF TERMINATION

I refer to the Pre-qualified Supplier Agreement 73(2)Irrelevant dated 28 July 2016 between 73(2)Irrelevant "You" or "Your") with the then Department of Education and Training, now the Department of Employment, Small Business and Training ("DESBT"), subsequently amended by Deed of Variation dated 22 June 2018 and extended to 30 June 2020 through Letter of Authority dated 2 July 2019 ("PQS Agreement 73(2)Irrelevant").

Notice to Remedy Breach

I refer to the Notice to Remedy Breach ("the Notice") issued under your PQS Agreement QS101310 dated 11 September 2019 and subsequent correspondence in relation to same.

The Department has determined that you have not sufficiently addressed the breaches outlined in the Notice to the Department's satisfaction, having regard to:

1. the Rectification Plan and supporting documents submitted by you on 27 September 2019 ; and
2. The re-audit in relation to the Notice to Remedy Breach carried out by the Department on 18, 19 and 20 February 2020, the outcome of which was communicated to you on 30 March 2020.

Whilst the re-audit and rectification plan identified that you have made improvements since the audit conducted in May 2019 in the focus areas of Eligibility, Fees and AVETMISS data, critically, the re-audit identified that you continue to fail to retain sufficient evidence to validate AVETMISS Outcome identifier 20 claims (competent) for payment.

Your failure to retain sufficient evidence to validate claims for payment breaches clause 9.1(b) of the PQS Agreement as well as the Evidence Requirements, thereby placing you in breach of clause 3(a) and (b) of the PQS Agreement 73(2)Irrelevant. As such, DESBT has determined that you have failed to remedy Breach 3 outlined in the Notice to the Department's satisfaction.

Notice of Termination

Pursuant to clause 17(b) of the PQS Agreement 73(2)Irrelevant it is an Event of Default if:

the Supplier Breaches this Agreement...and the breach is determined by the Department, in its sole and unfettered discretion, to be a breach that is capable of being remedied and the Supplier fails to remedy the breach within 10 Business Days after a notice to remedy from the Department specifying the breach.

As a consequence of your failure to remedy all breaches identified in the Notice, you have committed an Event of Default under clause 17(b) of the PQS Agreement 73(2)Irrelevant ("Event of Default").

As a result of the Event of Default, DESBT is entitled to immediately terminate your PQS Agreement 73(2)Irrelevant pursuant to clause 18.1(a). However, DESBT hereby gives you notice that your PQS Agreement 73(2)Irrelevant will terminate on 30 June 2020.

Accordingly, DESBT has afforded you the opportunity to either teach out your existing students, issue Qualifications, or make arrangements for the transition of your students to another Pre-qualified Supplier including issuing statements of attainment, prior to the termination date.

Directive to Cease Enrolments

As a consequence of your Event of Default, in addition to the Directive issued on 11 September 2019, DESBT hereby directs you to immediately cease enrolments of new students under the PQS Agreement 73(2)Irrelevant across **all qualifications** on the delivery schedule.

The Directive does not prevent you from providing training and assessment services to existing students to enable you to train out and issue qualifications to your existing students until 30 June 2020.

PQS Agreement 73(2)Irrelevant

As a result of the Event of Default under your PQS Agreement 73(2)Irrelevant outlined above, DESBT will undertake ongoing monitoring of your remaining PQS Agreement and any other subsequent Agreement issued for the delivery of the User Choice Program to ensure full compliance with the Agreement and related Policies.

Accordingly, DESBT will be in contact with you in due course to schedule an audit.

If you wish to discuss this matter please contact Ms Linda Bradley,
Director, Contract Management by email at linda.bradley@desbt.qld.gov.au.

Yours sincerely

49-Sch4 - Personal Information

STEVEN KOCH
Deputy Director-General
Investment

5 / 5 / 2020

CTS: 912/20

73(2)Irrelevant

Also by email: 73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENT/S 73(2)Irrelevant and 73(2)Irrelevant

I refer 73(2)Irrelevant ("you", "your") Pre-Qualified Supplier Agreement numbers 73(2)Irrelevant under the User Choice Program 2017-20 and 73(2)Irrelevant under the Queensland VET Investment programs ("the Agreement/s")

You entered into the Agreements with the department as follows:

1. Queensland VET Investment dated 29 November 2018, and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019; and
2. User Choice dated 12 September 2016, varied through a Deed of Variation dated 2 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreements which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary for which you have not sought the Department's consent. This may constitute an Event of Default under clause 17(g) of the Agreements, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 15 April 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreements provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me on (07) 3025 6267 or email linda.bradley@desbt.qld.gov.au.

Yours sincerely

Sch4 - Personal Informa

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

06 / 04 / 2020

Ref: 20/208445

SHOW CAUSE NOTICE

To: [73(2)Irrelevant] ("you" or "your")

You hold two Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement [73(2)Irrelevant] dated 29 November 2018 for the delivery of training and assessment services in return for funding by the Department under the Annual VET Investment Plan; and
2. Agreement [73(2)Irrelevant] dated 12 September 2016 for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreements")

Clause 25.1 of the Agreements provide that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary which constitutes a change in control pursuant to clause 25.1(c), for which you have not sought the Department's consent in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreements should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 15 April 2020.

Signed for and on behalf of the State of Queensland by:

[9-Sch4 - Personal Information]

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

06/04/2020

73(2)Irrelevant

Dear 73(2)Irrelevant

SHOW CAUSE NOTICE - VOCATIONAL EDUCATION AND TRAINING PRE-QUALIFIED SUPPLIER AGREEMENT 73(2)Irrelevant

I refer to 73(2)Irrelevant ("you", "your") Pre-Qualified Supplier Agreement number 73(2)Irrelevant under the User Choice Program 2017-20 ("the Agreement")

You entered into the Agreement with the department as follows:

1. User Choice dated 11 August 2016, varied through a Deed of Variation dated 11 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019.

Show Cause Notice

I draw your attention to clause 25.1 of the Agreement which provides that you must obtain the written consent of the Department prior to any change in Control of the Supplier.

The Department has recently been notified that there has been a change in director or secretary for which you have not sought the Department's consent. This may constitute an Event of Default under clause 17(g) of the Agreement, as outlined in the Show Cause Notice attached.

Consequently, the Department requires you to Show Cause as outlined in the attached Show Cause Notice by close of business 15 April 2020. If you do not provide a response to the Show Cause Notice, or if the Department is not satisfied with your response to the Show Cause Notice, the Department may take further action including terminating the PQS Agreement.

IF YOU BELIEVE THE INFORMATION RECEIVED BY THE DEPARTMENT IS INCORRECT, PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY.

Suspension of Funds

In the interim, and as a result of the Show Cause Notice, the Department reasonably suspects that an Event of Default has occurred.

Clause 18.3 of the PQS Agreement provides that *"If the Department reasonably suspects that an Event of Default has occurred, the Department may Suspend Funding for the Suspension Period and/or issue a directive to the Supplier under clause 3(c) to cease enrolments for the Suspension Period to allow the Department to investigate and make a determination as to whether there has been an Event of Default."*

Further **the Department hereby Suspends Funding** pursuant to clause 18.3 of the PQS Agreement. The Suspension Period begins on the date of this letter and will remain in effect until the outcome of the Show Cause Notice is finalised and notified to you. For the avoidance of any doubt, the Suspended Funding includes any unpaid claims to date.

If you wish to discuss this notice, please contact me by email at linda.bradley@desbt.qld.gov.au.

Yours sincerely

49-Sch4 - Personal Information

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training

06/04/2020

Ref: 20/206510

SHOW CAUSE NOTICE

To: [73(2)Irrelevant] ("you" or "your")

You hold one Pre-qualified Supplier (PQS) Agreements with the Department as follows:

1. Agreement [73(2)Irrelevant] dated 11 August 2016, varied through a Deed of Variation dated 11 July 2018 and extended to 30 June 2020 through the RTO Letter of Authority dated 2 July 2019, for the delivery of training and assessment services in return for funding by the Department under the User Choice Program.

("the Agreement")

Clause 25.1 of the Agreement provides that the Supplier must obtain the written consent of the Department prior to any change in control of the Supplier.

The Department has recently been notified that there has been a director or secretary which constitutes a change in control pursuant to clause 25.1(c), for which you have not sought the Department's consent, in breach of Clause 25. ("the Event of Default")

It is an Event of Default if you breach clause 25 (see clause 17(g)) of the Agreement. Clause 18.1 outlines a number of rights the Department may exercise if there is an Event of Default including the following:

- (a) Terminating the agreement;
- (b) Suspending Funding for the Suspension Period; or
- (c) Removing the Program in relation to which the Event of Default occurred from this Agreement.

Prior to taking action under clause 18.1 as a result of the Event of Default, the Department will allow you 7 days to show cause as to why the Agreement should not be terminated.

We require you to **show cause** by Requesting the Department's approval for each relevant change in control by completing the attached "Request for Departments Consent to Change in Control" accompanied by the relevant documents on or before 15 April 2020.

Signed for and on behalf of the State of Queensland by:

[9-Sch4 - Personal Information]

LINDA BRADLEY
Director
Contract Management
Department of Employment, Small Business and Training
06/04/2020



Department of
**Employment,
Small Business
and Training**

73(2)Irrelevant

Dear 73(2)Irrelevant

Notice of Termination Pre-Qualified Supplier Agreement 73(2)Irrelevant

We refer to Pre-qualified Supplier (PQS) Agreement dated 21 July 2017 between the Department of Education and Training, now the Department of Employment, Small Business and Training ('the Department'), and 73(2)Irrelevant 73(2)Irrelevant ('you' or 'your'), agreement number 73(2)Irrelevant for delivery of Training and Assessment services under the Queensland VET Investment Program ('the PQS Agreement').

The Department has received notification that your registration as a Registered Training Organisation ("RTO") with the Australian Skills Quality Authority (ASQA) expired on 9 October 2019.

It is a condition of the PQS Agreement that you remain registered as an RTO during the term of the Agreement (clause 3(d)). Your failure to remain registered as an RTO constitutes an Event of Default pursuant to clause 17(g) of the PQS Agreement.

Consequently, the Department hereby terminates the PQS Agreement in accordance with clause 18.1(a), effective immediately.

The Department notes that you have no current students enrolled under the PQS Agreement.

The Department draws your attention to clause 22 of the PQS Agreement, 'Clauses to Survive termination', which lists clauses in the PQS Agreement that remain in effect following termination. In particular, Clause 5 'Reporting', Clause 8 'Overpayments', Clause 9 'Records', Clause 10 'Access to premises and records' and Clause 21 'Consequences of termination, suspension or removal', all of which impose certain

obligations on the Supplier after termination.

If you have any queries in relation to this notice, please contact me at linda.bradley@desbt.qld.gov.au.

Yours faithfully

-Sch4 - Personal Information

LINDA BRADLEY
Director, Contract Management
Investment
Department of Employment, Small Business and Training

26 / 06 / 2020

Ref: 20/326168