



Justice

The Crown in Right of the State of New South Wales
acting through the
Department of Justice, Victims Services NSW

AND

Victims of Crime Assistance League Inc NSW (VOCAL)

Funding Deed of Agreement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 1	Agreement Details
Schedule 2	Table of Proposed Expenditure
Schedule 3	Expenditure Report
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Schedule 8	Assets and Equipment Register

Schedule 1 Agreement Details

Item 1. Term

Commencement Date 1 July 2016

Term 1 year

Item 2. Extension

First Extension Period 1 year

Second Extension Period 1 year

Item 3. Department Representative

Name [REDACTED]

Title Commissioner of Victims Rights,
Victims Services NSW

Telephone [REDACTED]

Address [REDACTED]

Email address [REDACTED]

Item 4. Provider Representative

Name [REDACTED]

ABN 99 422 394 085

Title Chief Executive Officer,
VOCAL's Victim Support Unit

Telephone [REDACTED]

Address [REDACTED]

Email address [REDACTED]

Item 5. Insurance requirements

Broad Form Public Liability Insurance

Insurance company and policy number

Amount (\$AUD)

Workers Compensation Insurance (as required)

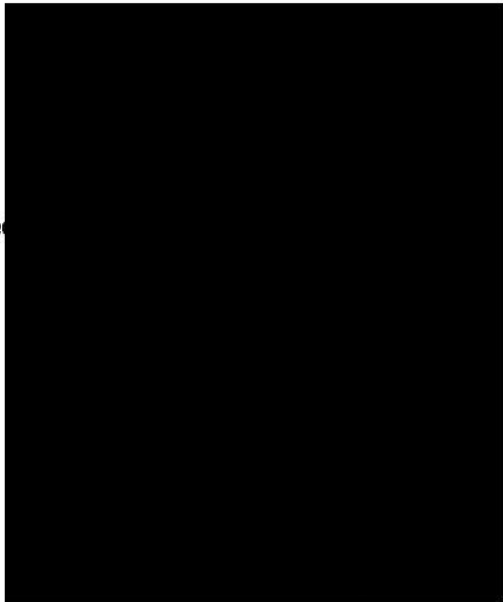
Insurance company and policy number

Amount (\$AUD)

Professional Indemnity Insurance

Insurance company and policy number

Amount (\$AUD)



Item 6. Specified Purpose

The Department funds the Provider to provide support to victims of crime in the Hunter region and to achieve the objectives stated at Clause 2 of this Agreement.

Item 7. Address for Service: Department

Address



Item 8. Address for Service: Provider

Address

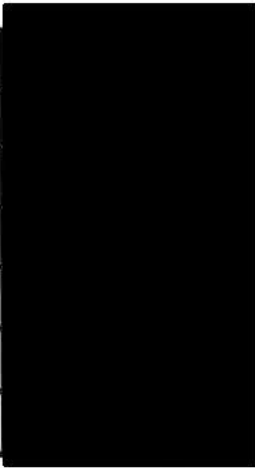


Schedule 2 Table of Proposed Expenditure

ITEM	AGREED COST
A. INCOME	\$ Per Annum
TOTAL INCOME	
B. STAFF SALARIES	\$ Per Annum
Salaries and Wages	
Salaries and Wages on Costs <i>(including annual leave expense, sick leave expense, fringe benefits tax, salary sacrifice, superannuation, workers' compensation)</i>	
On costs	
Superannuation	
Payroll Tax	
Workers Compensation	
Leave Loading	
Shift Penalties	
Other Award Allowances (weekend Penalty Rates)	
Overtime	
Sleepover Allowance	
First Aid	
Public Holidays	
Provision for Long Service Leave	
Provision for Annual Leave	
Annual Leave Replacement Cost	

(cost of casuals)		
Sick Leave Replacement Costs (Cost Of casuals)		
TOTAL STAFF SALARIES		
C. OPERATING COSTS		\$ Per Annum
Computer Expenses		
Depreciation		
Employment Support and Supervision Costs		
Insurance		
Motor Vehicle Expenses		
Rent		
Repairs & Maintenance		
Telephone & Fax Charges & Internet		
Training & Development (Staff)		
Travel & Accommodation		
Printing and Stationery		
Postage, Freight and Courier		
Utilities		
Other External Group facilitators		
Transport		
TOTAL OPERATING COSTS		
D. SERVICE COSTS		\$ Per Annum
Client Support Services (Header Account Including Costs Associated with Below Detail Accounts)		
- Residents Activities and Resources		
- E Entertainment expenses		
- Family Support		
Advertising and promotion		
Business Planning, Reporting and Evaluation Costs		
TOTAL SERVICE COSTS		
E. MANAGEMENT COST		\$ Per Annum
Management Fees		

Accounting Fees	
Audit Fees	
Auspicing Fees	
Fees and Permits	
Board/Governance Expenses	
	TOTAL MANAGEMENT COST
	TOTAL BUDGET excl GST (=B+C+D+E)



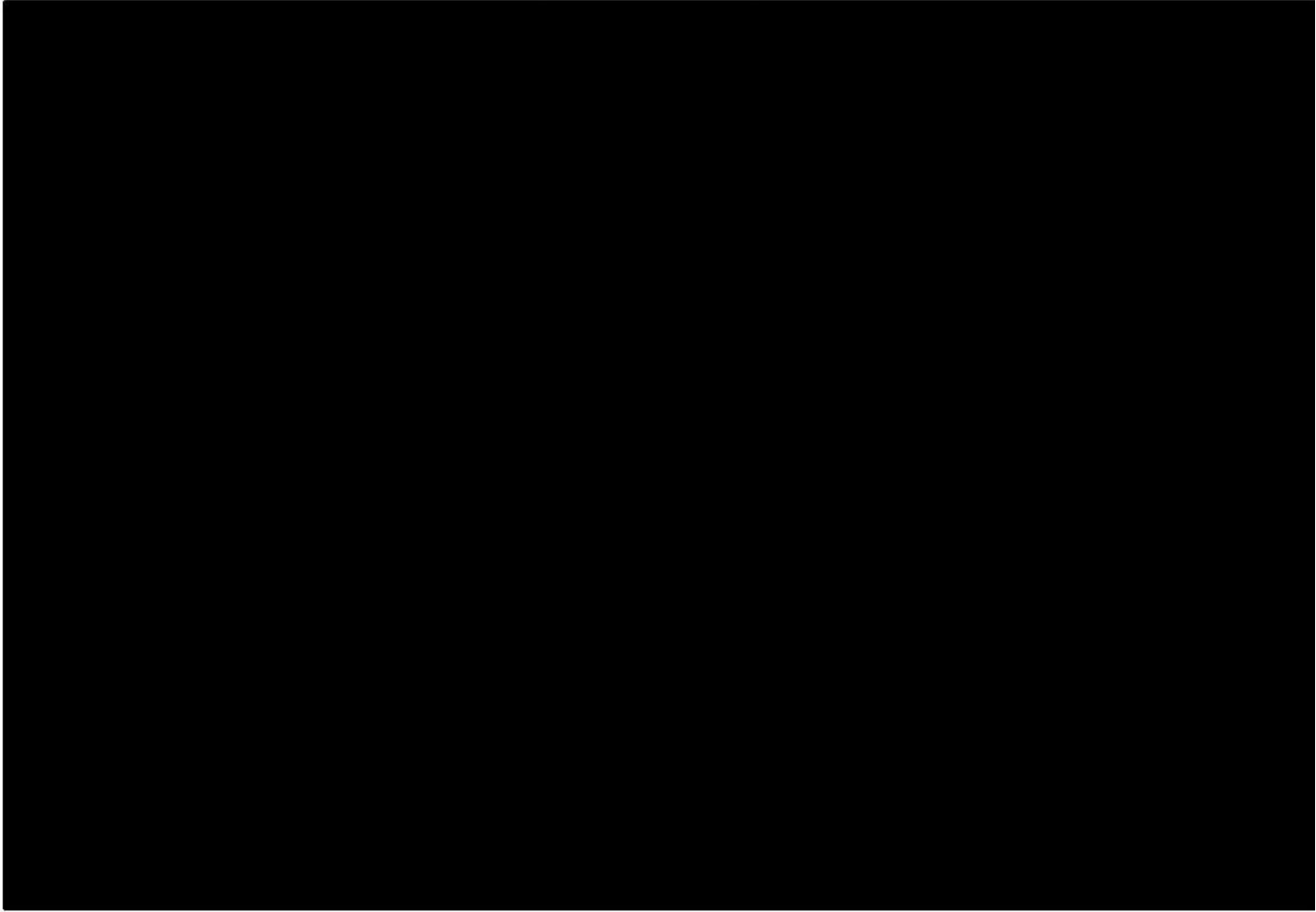
Schedule 3 Expenditure Report

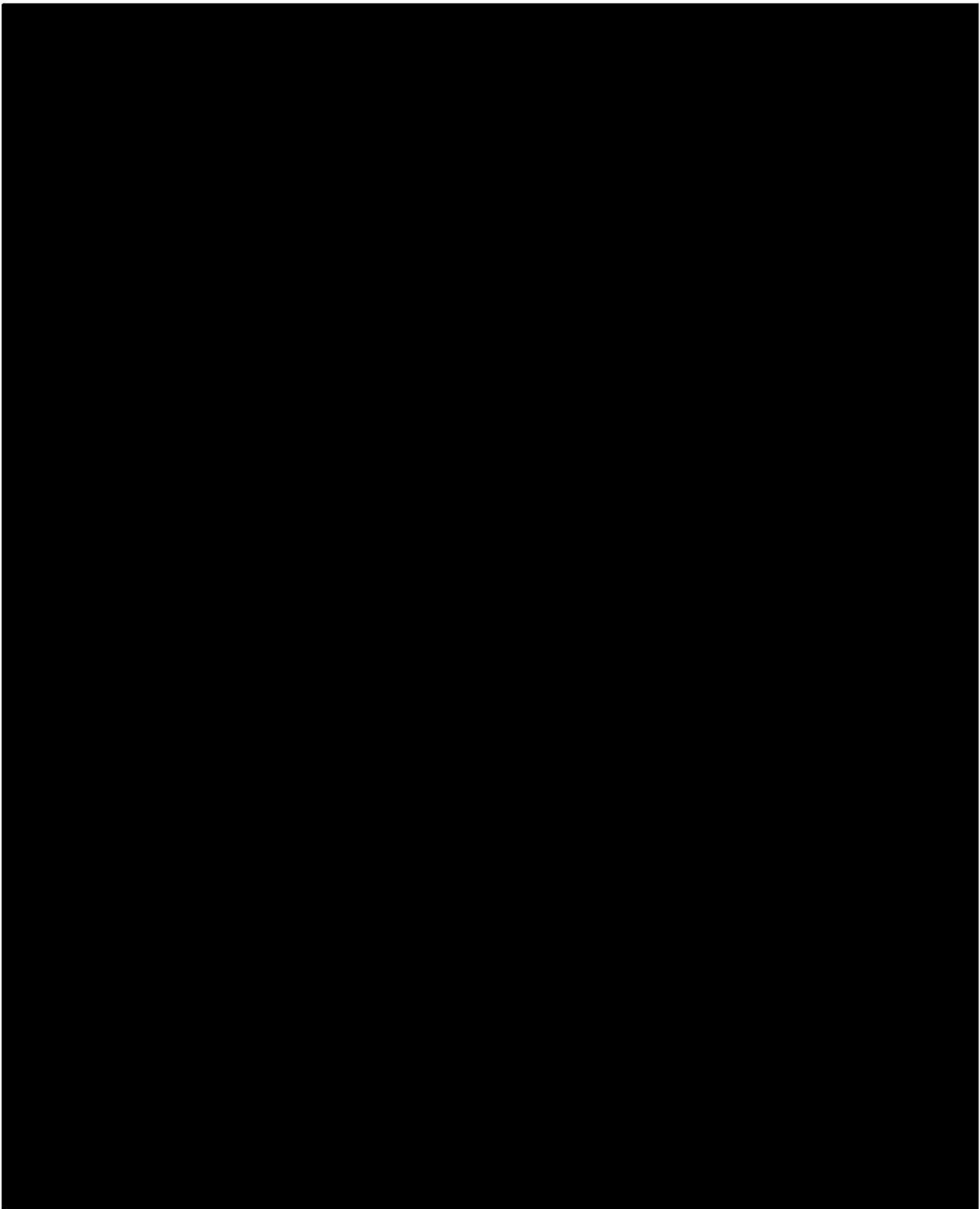
ITEM							AGREED COST	ACTUAL EXPENDITURE
A. INCOME							\$ Per Annum	
TOTAL INCOME							\$	
B. STAFF SALARIES							\$ Per Annum	
Salaries and Wages								
Position	Award	Grade	Hours per week	Rate per hour	Weeks per year	Annual salary		
Salaries and Wages on Costs <i>(including annual leave expense, sick leave expense, fringe benefits tax, salary sacrifice, superannuation, workers' compensation)</i>								
On costs			% of Salary	\$				
Superannuation								
Payroll Tax								
Workers Compensation								
Leave Loading								
Shift Penalties								
Other Award Allowances (weekend Penalty Rates)								
Overtime								
Sleepover Allowance								
First Aid								
Public Holidays								
Provision for Long Service Leave								
Provision for Annual Leave								
Annual Leave Replacement Cost (cost of casuals)								
Sick Leave Replacement Costs (Cost Of Casuals)								
TOTAL STAFF SALARIES							\$	

C. OPERATING COSTS	\$ Per Annum	
Computer Expenses		
Depreciation		
Employment Support and Supervision Costs		
Insurance		
Motor Vehicle Expenses		
Rent		
Repairs & Maintenance		
Telephone & Fax Charges & Internet		
Training & Development (Staff)		
Travel & Accommodation		
Printing and Stationery		
Postage, Freight and Courier		
Utilities		
Other External Group facilitators		
Transport		
TOTAL OPERATING COSTS	\$	
D. SERVICE COSTS	\$ Per Annum	
Client Support Services <i>(Header Account Including Costs Associated with Below Detail Accounts)</i>		
- Residents Activities and Resources		
- Transport Assistance Costs		
- Family Support		
Advertising and promotion		
Business Planning, Reporting and Evaluation Costs		
TOTAL SERVICE COSTS	\$	
E. MANAGEMENT COST	\$ Per Annum	
Management Fees		
Accounting Fees		
Audit Fees		
Auspicing Fees		
Fees and Permits		
Board/Governance Expenses		
TOTAL MANAGEMENT COST	\$	

C. OPERATING COSTS	\$ Per Annum	
TOTAL BUDGET excl GST (=B+C+D+E)	\$ 600,000.00	

Schedule 8 Assets and Equipment Register







Justice

The Crown in Right of the State of New South Wales
acting through the
Department of Justice, Victims Services

and

Victims of Crime Assistance League Inc NSW (VOCAL)

DEED OF EXTENSION AND VARIATION

Funding Deed of Agreement

SCHEDULE

1. Clause 3 Funding

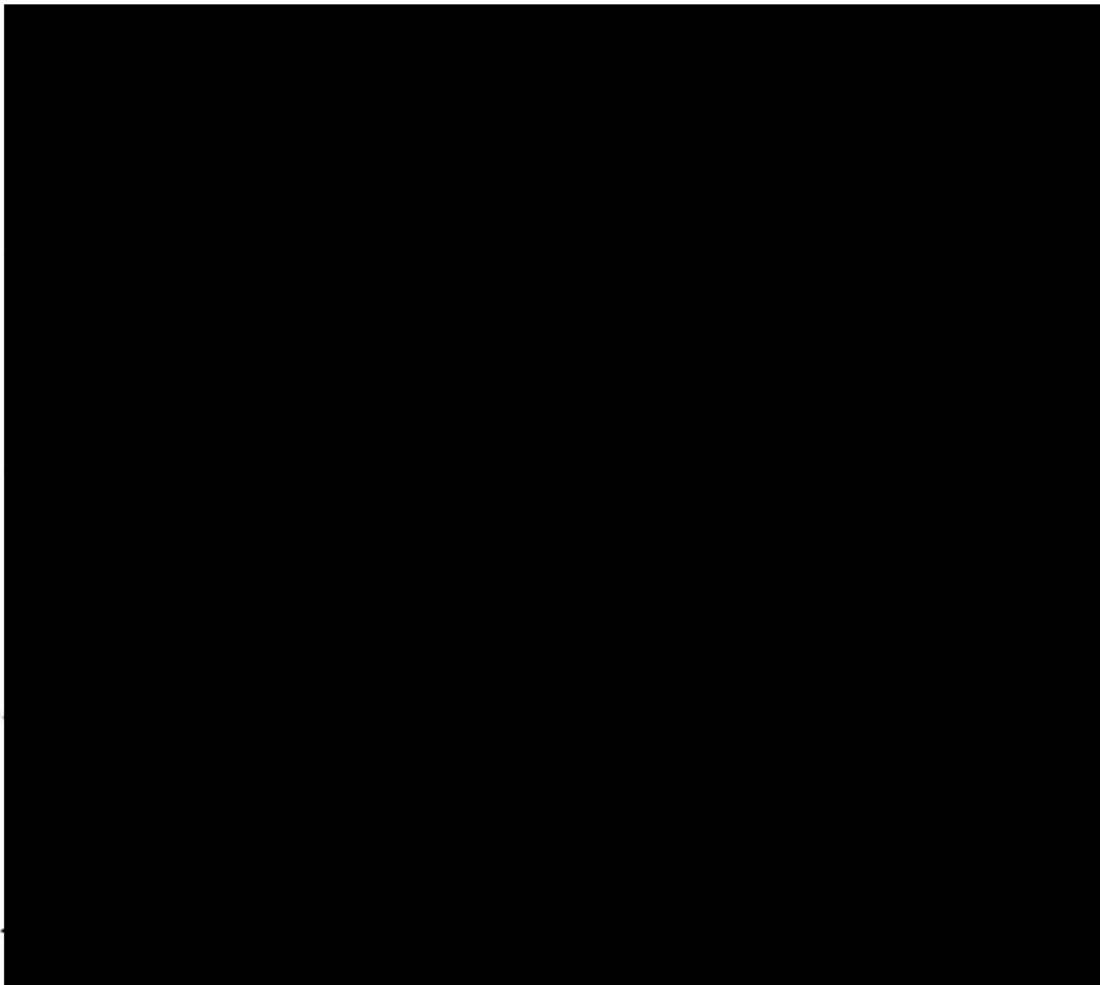
Clause 3.2 ('Fixed Funding') is amended at paragraph 3 to read as follows:

'If the second, third and fourth year extensions are agreed to by the Department, the funding for the Second, Third and Fourth Extension Periods will each be fixed for an amount of six hundred thousand dollars (\$600,000.00) excluding GST or such other amount as determined by the Department'.

2. Schedule 1 Agreement Details

Item 2 of Schedule 1 is deleted and inserted with the following:

<i>'First Extension Period</i>	<i>1 Year</i>
<i>Second Extension Period</i>	<i>1 Year</i>
<i>Third Extension Period</i>	<i>1 Year</i>
<i>Fourth Extension Period</i>	<i>1 Year</i>





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**Communities
& Justice**

The Crown in Right of the State of New South Wales acting through the
Department of Communities and Justice, Victims Services

and
Victims of Crime Assistance League Inc NSW (VOCAL)

DEED OF EXTENSION AND VARIATION

Funding Deed of Agreement

Deed of Extension and Variation of Funding Deed is dated as of the 1st day of July 2021

Parties:

The Crown in Right of the State of New South Wales acting through the Department of Communities and Justice, Victims Services NSW, ABN 64 782 244 502 of 160 Marsden Street, Parramatta NSW 2150 (**'the Department'**)

and

Victims of Crime Assistance League Inc NSW, ABN 99 422 394 085, of 432 Hunter Street, Newcastle NSW 2300 (**'the Provider'**)

Background

1. The former Department of Justice (**'DOJ'**), now the Department of Communities and Justice (**'DCJ'**) and the Provider entered into a Funding Deed of agreement (**'the Agreement'**) which commenced on 1 July 2016. The Agreement set out the terms and conditions on which the Provider is to provide support to victims of crime in the Hunter region. A copy of the Agreement is attached as **Annexure A**.
2. Clause 2.2 of the Agreement provides for an extension of the Term of the Agreement by variation by the Department.
3. Pursuant to Clause 2.2, the Parties extended the agreement by way of a Deed of Variation and Extension (**'First Variation'**). A copy of the First Variation is attached as **Annexure B**.
4. The funding advanced under the First Variation is shortly to be exhausted and the term of the Principal Agreement will expire on 30 June 2021.
5. The Parties wish to extend the Agreement and First Variation as set out in the Schedule of this Deed.

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

2. AMENDMENTS

2.1 **Clause 3 Funding**

Clause 3.2 ('Fixed Funding') is amended after paragraph 3 to insert a fourth paragraph to read as follows:

'If the sixth and/or seventh year extensions are agreed to by the Department, the funding for the Sixth and Seventh Extension Periods will each be fixed for an amount of six hundred thousand dollars (\$600,000) excluding GST or such other amount as determined by the Department, paid in accordance with Schedule 4 of the Agreement.'

2.2

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2.5 **Schedule 1 Agreement Details**

Schedule 1 of the Agreement shall be varied by amending the following items contained within Schedule 1 as prescribed below:

i. Item 2. Extension is to be amended to insert the following:

<i>Fifth Extension Period</i>	<i>1 Year</i>
<i>Sixth Extension Period</i>	<i>1 Year</i>
<i>Seventh Extension Period</i>	<i>1 Year</i>

ii.

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