

CLIENT APPLICATION FORM

Jobs Assist - Business Support

APPLICANT DETAILS					
Business Name _____					
Trading As _____					
Street Address <small>(actual business location)</small>		_____		Postcode _____	
Postal Address <small>(if different from above)</small>		_____		Postcode _____	
Chief Executive / Main Contact					
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>	<small>Position</small>	
Ownership Details <small>(Partners, Directors/Shareholders, subsidiary of another company etc)</small>					
<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other <small>(please specify)</small>					
Structure Type <small>(tick <input checked="" type="checkbox"/> one box only)</small>					
Business Type _____					
Phone _____		Fax _____		Mobile _____	
Email _____			Web Site _____		
GST Registered? <input type="checkbox"/> YES <input type="checkbox"/> NO		ABN _____			
Number of Employees <small>(must be 10 or more FTE's)</small>		Full Time Employees		_____	
		Part Time Employees + their hours per week		_____	
CLIENT ACCEPTANCE					
<small>(Stage 1 is to be completed before applying for Stage 2)</small>					
I/We, being the authorised person/s making this application, hereby certify that the above information provided by me/us is complete, true and correct to the best of my knowledge and belief. I/We acknowledge that I/we have read and agree to the attached Privacy Notice and Terms and Conditions for the Jobs Assist initiative.					
Stage 1	Client Name		Client Signature		Date

Dear Client

The business support (support) offered by the Department of Employment, Economic Development and Innovation ('the Department') under the Jobs Assist initiative is to provide support to you and your business ("the Client") where you may be experiencing trading problems and an uncertain future affecting job retention.

In Stage 1 of the initiative, the Department will provide up to \$3,000 to assist the client to engage a consultant to conduct an assessment of the client's business and develop an Action Plan to address all strengths, weaknesses, opportunities and threats of the business including an effective reporting process and select strategies and actions to support and improve the business.

In Stage 2 of the initiative, the Department will provide up to \$5,000 to assist the client to implement the activities identified as immediate priority tasks in their Action Plan that could include an effective reporting process, through the engagement of a consultant to mentor or provide expert advice on the implementation process or through the provision of a contribution to the application of relevant State and Federal support programs or through the provision of other support services identified in the Action Plan for the business implementation process.

Completion of an application form does not guarantee that the applicant will be eligible to receive support from the Department. Selection of the applicant for support shall be at the Department's sole and absolute discretion.

In the event that you are approved to receive support, your participation shall signify that you have read and agree to continue to be bound by the terms and conditions stated below throughout the period in which you participate:

Terms and Conditions for participating in Jobs Assist – Business Support

I/we ("the Client") acknowledge that:

1. The Client takes sole responsibility for choosing a consultant from the list of consultants to be engaged by the Department under Stage 1 and/or Stage 2 above. The Department makes no representations or warranties regarding the qualifications and experience of the available consultants and the Client shall make its own enquiries before deciding whether the consultant chosen is suitable for the Client's needs.
2. The Client acknowledges that any information, opinions or other assistance provided by the consultant is in response to the information or material that the Client has provided to the consultant and that the consultant is not responsible for the accuracy or completeness of this information or material.
3. The Client consents to the consultant providing to the Department, copies of any information or material that the Client has provided to the consultant during the course of Stage 1 and/or Stage 2 of the activity. All such information shall be deemed to be Personal Information of the Client and shall be dealt with by the Department strictly in accordance with the terms of the Privacy Notice contained on the application form.
4. The Client acknowledges that any information, opinions or other assistance provided by the consultant is for guidance purposes only and shall not be relied upon as professional advice or a recommendation that a particular course of action be undertaken or that it is suitable for the Client or the Client's business. Any reliance or other use of the information, opinions or other assistance provided by the consultant shall be entirely at the Client's own risk.
5. The Client acknowledges that by participating in either or both Stage 1 and Stage 2, the consultancy services are provided to the Department and only at the Department's direction, shall the services be of benefit to the Client. No payment for such consultancy services is made by the Client and no contractual relationship or duty of care exists between the Client and the Department or between the Client and the consultant. The Department will pay the costs of Stage 1 and Stage 2 directly to the consultant.

6. Should the Client require services in addition to the services agreed by the Department for Stage 1 and Stage 2, the Client shall be required to negotiate a separate agreement directly with the consultant. Any arrangement between the Client and the consultant for the provision of services ("Additional Services") is not part of the engagement and the Department accepts no responsibility for any such arrangement.
7. Fees for the Additional Services will be negotiated between the Client and the consultant and shall be payable by the Client to the consultant. The Department shall have no responsibility or liability for payment of fees for the Additional Services.
8. Should the Client wish to continue to utilise the services of the consultant beyond Stage 1 and or Stage 2 or both, the Client shall be required to negotiate a separate agreement directly with the consultant. Any ongoing arrangement between the Client and the consultant is not part of the support offered by the Department and the Department accepts no responsibility for such arrangement.
9. The Client agrees that the provision of information or other assistance by the Department or the consultant in relation to the support does not guarantee the Client's success in any business activity.
10. Title to, and Intellectual Property Rights in the consultancy material and the business support material vests in the Department.
11. The Department shall grant to the Client, a royalty free, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the Consultancy Material (and any future development of the Consultancy Material), to use, exploit and otherwise exercise all rights comprised in the copyright in the Consultancy Material in connection with the Client's business.
12. The Client acknowledges that the Client will retain sole responsibility for the Client's actions and decisions (regardless of whether they are based on options or suggestions provided by the consultant). Furthermore, the Client will not bring any claim or action against either the Department or the consultant arising from the Client receiving support, should the Client's business activity not achieve its intended aims.
13. The Client will release (to the full extent permitted by law) and indemnify the Department and the consultant from and against any claim which may be brought against or made upon or incurred by the Department and/or the consultant arising directly or indirectly out of any advice provided to the Client by the consultant or any Agreement the Client enters into with the consultant or a third party, as a result of the advice provided by the Department or the consultant.

Explanation of Terms:

- *The Department – The Department of Employment, Economic Development and Innovation*
- *Business Support Material - All material created by the Department for the purpose of establishing, administering and marketing the business support, including but not limited to, application forms, databases, information flyers and other marketing material.*
- *Client – The organisation or representative of an organisation that is eligible for assistance to receive business support.*
- *Consultant – The person who has been selected by the Client from the list of consultants for the purpose of providing the business support.*
- *Consultancy Material - Anything created by the consultant during the course of the Client receiving business support including but not limited to the business assessment, skills improvement plan, management reporting process and the action plan for Stage 1 and the report of recommendations of implementation of the action plan for Stage 2*
- *Intellectual Property Rights - Includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, but excludes Moral Rights.*

Privacy Notice

The Department of Employment, Economic Development and Innovation (“the Department”) collects the information contained in this application form (“Personal Information”) for the purpose of administering the Jobs Assist – Business Support, including disclosure to the consultant.

Your Personal Information may also be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Jobs Assist – Business Support

Your Personal Information will be collected and stored by the Department in accordance with the terms of the *Information Privacy Act 2009* (“the Act”) and shall not be disclosed to any other third party without your consent, except where authorised or required by the Act or by law.

OFFICE USE ONLY

(Regional Centre to complete)

BUSINESS SECTOR

(Please explain each)

Which of the following the business complies with and provide explanation:

Local Priority Employment Areas (*which area and which business sector*)

Key Sector that is considered to be of critical or strategic importance to the State, region, industry or in a significant sectoral supply chain

Contact Officer

ANZIC Code

Phoenix Number

RC File No

REGIONAL CENTRE DIRECTOR APPROVAL

RC Director

Signature

Stage 1

Date

RC Director

Signature

Stage 2

Date