



Australian Government

Department of Immigration and Border Protection

Attachment A

DECISION RECORD

Request Details

FOI Request FA 14/03/00332

File Number ADF2014/8044

Scope of request

Specifically, I wish to access all documents in the department's possession pertaining to the firm G4S's subcontract with the firm Loda Security for the provision of services at Manus Island immigration centre.

These should include, but not be confined to:

** The department's written approval for the subcontract as per clause 6.1.1 of the department's contract with G4S.*

** Any copy of the subcontract in the department's possession as per clause 6.3.1(b) of the same contract.*

** Any written proof or assurance demanded by the department and/or provided by G4S that Loda Security met the conditions described in section 6.5 of the same contract.*

** The terms on which Loda Security was engaged by G4S as agreed by the department and G4S as per section 6.7.1 of the same contract.*

Documents in scope

1. Electronic record of Letter of Intent containing 6 folios.
2. Electronic record of draft Letter of Intent containing 5 folios.
3. Electronic record of email dated 7/12/2012 containing 1 folio.
4. Electronic record of email dated 7/12/2012 containing 2 folios.

Authority to make decision

I am an officer authorised under section 23 of the FOI Act to make decisions in respect of requests to access documents or to amend or annotate departmental records.

Information considered

In reaching my decision, I have considered the following:

- The *Freedom of Information Act 1982*;
- Departmental documents (identified above);
- The Australian Information Commissioner's guidelines relating to access to documents held by government;
- The department's FOI handbook
- Consultation with G4S Australia Pty Ltd who further consulted with G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd.
- Consultation with relevant business areas.

people our business

Reasons for decision

I have considered the files within the scope of your request and applied exemptions in part or in full to documents as detailed in the Schedule of Documents. You should read the schedule in conjunction with the exemptions below.

Deletion of exempt or irrelevant material under s.22 of the FOI Act

Section 22(2) of the FOI Act provides that, where an agency reaches the view that a document contains exempt information or material that is irrelevant to the request **and** it is possible for the agency to prepare an edited copy of the document with the irrelevant or exempt material deleted, then the agency must prepare such a copy.

This edited copy must be provided to the applicant. Further, the decision maker must advise the applicant in writing that the edited copy of the document has been prepared and of the reason(s) for each of the deletions in the document (s.22(3) of the FOI Act).

Exempt material is deleted pursuant to s.22(1)(a)(i) of the FOI Act.

The attached Schedule of Documents identifies documents where material has been deleted as exempt information under the FOI Act.

Section 47 – Documents disclosing trade secrets or commercially valuable information

I have determined that information within the documents which I am exempting pursuant to Section 47(1)(b) is information which holds a significant commercial value that could reasonably be expected to be diminished if the information were disclosed.

The department seeks the information provided by G4S Australia Pty Ltd, G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd to fulfil its obligations under the *Migration Act 1958*. The information has been supplied on the expectation that it will only be used for the purposes for which it was supplied and would be treated as confidential.

The commercial information is not known outside of G4S Australia Pty Ltd, G4S Secure Solutions (PNG) Ltd, Loda Securities PNG Ltd and/or the department. If such information were to be disclosed, G4S Australia Pty Ltd's competitors would be likely to use the information to gain a competitive advantage for the purposes of similar contracts with the Commonwealth or other entities, which would diminish the value of the information.

I consider that if a competitor was given an opportunity to peruse parts of the contract, specifically the parts that contain commercially valuable information, those businesses would utilise that information to the fullest extent within the industry. This could reasonably be expected to result in its value being diminished.

The information being exempt specifies specific dollar values, specific time frames and/or specific details in which are unique to this particular Letter of Intent.

Conditional exemption – personal information - s.47F(1))

A document is 'conditionally exempt' under s.47F(1) of the Act if its release would 'involve the unreasonable disclosure of personal information about any person (including a deceased person)'. A conditionally exempt document **must** be released under the FOI Act unless the release would be 'contrary to the public interest'. The Act requires me to undertake a 2 step process in deciding if an exemption applies.

Would the disclosure be an 'unreasonable' disclosure of personal information?

The exemption in s.47F(1) of the Act will only apply if I am satisfied that the disclosure would involve 'unreasonable' disclosure of a third party's personal information. The Act states that, when deciding whether the disclosure of the personal information would be 'unreasonable', I 'must' have regard to the factors set out in s.47F(2) of the Act:

- (a) the extent to which the information is well known;
- (b) whether the person to whom the information relates is known to be (or to have been) associated with the matters dealt with in the document;
- (c) the availability of the information from publicly available resources;
- (d) any other matters that I consider relevant.

I have considered each of these elements separately below.

(a) Extent to which the information is known

The documents that are exempt in part, under section 47F(1) of the FOI Act contain personal information of G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd employees.

This information is not publically known.

The department has taken measures to withhold G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd employee email addresses and signatures to protect the individual(s) right to privacy.

On balance, I believe that the factor weighs in favour of the disclosure being unreasonable.

(b) Whether the person to whom the information relates is known to be associated with the matters in the document

The email addresses and signatures of G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd employees are not associated with the matters in the document.

The information itself identifies non-government employees within G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd which were provided for the purposes of signing the Letter of Intent, this information was provided on the basis it would be kept confidential. The folios itself provides details that G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd have signed the Letter of Intent which provides context to the information being exempt.

On balance, I believe that the factor weighs in favour of the disclosure being unreasonable.

(c) The availability of the information from publicly available sources

The email addresses and signatures of G4S Secure Solutions (PNG) Ltd and Loda Securities PNG Ltd employees are not available from publicly available sources.

On balance, I believe that the factor weighs in favour of the disclosure being unreasonable.

(d) Any other matters that the agency considers relevant

I consider that an applicant requesting information under FOI Act have a general right of access to any material held by the government. I also consider that there is a general public interest in making information held by the government accessible to the public.

On balance, I believe that the factor weighs in favour of the disclosure being reasonable.

After considering each element in s.47F(2), I am satisfied that disclosure of the personal information would be an 'unreasonable' disclosure of personal information.

Therefore, I am satisfied that the information I have identified in the relevant documents is 'conditionally exempt' under s.47F(1) of the Act.

Is the release contrary to the public interest?

As a result, I must now consider the factors set out in the public interest test in s.11B(3) of the Act.

Factors favouring disclosure

I have considered the factors set out in s.11B(3) of the Act which were discussed above.

- A person having a general right of access to any material held by the government;
- There is a general public interest in making information held by the government accessible to the public.

Factors weighing against disclosure

As discussed above, the Australian Information Commissioner has issued Guidelines that contain a list of factors weighing against disclosure which must be considered under s.11B(5) of the Act.

I consider that the below factor is relevant to the documents in question:

- It is a core Government concern to maintain the integrity of the information it holds and in the maintaining of an individual's privacy.

The information contained within the identified documents wholly relates to a person other than you whom is a non-government employee. The department is obliged to take action to prevent the unreasonable disclosure of an individual's personal information and I have given this the greatest weight.

On balance, I am satisfied that the disclosure of the information I have identified as 'personal information' would amount to an 'unreasonable disclosure of personal information'. Further, I am satisfied that the release of the personal information in the documents would be 'contrary to the public interest'. Therefore, I am satisfied that the personal information in the documents is exempt from release under section 47F(1) of the Act.

Maryada Dubey
Authorised decision maker
Ministerial, Executive and External Accountability Branch
Department of Immigration and Border Protection
Telephone (02) 6264 1740
Email foi@immi.gov.au

9 May 2014

Attachment B

SCHEDULE OF DOCUMENTS TO DECISION RECORD

FOI Request FA 14/03/00332

File Number ADF2014/8044

1. Departmental File: Electronic record of Letter of Intent

Folio	Description	Decision	Legislation
1	Third party email address	Exempt in part	S47F(1)
2		Released in full	
3	Third party signature	Exempt in part	S47F(1)
4	Third party signature and dollar amount	Exempt in part	S47(1)(b)
5	Dollar amount, third party name, specified days for receipt of invoice	Exempt in part	S47(1)(b) and S47F(1)
6		Released in full	

2. Departmental File: Electronic record of draft Letter of Intent

Folio	Description	Decision	Legislation
1-2		Released in full	
3	Specified days for receipt of invoice	Exempt in part	S47(1)(b)
4-5		Released in full	

3. Other documents:

Document Number	Number of pages	Description	Decision	Legislation
Email 1 dated 7/12/2012	1	Third party mobile numbers, email addresses and costing formula	Exempt in part	S47F(1) and S47(1)(b)
Email 2 dated 7/12/2012	2	Third party mobile numbers, email addresses and costing formula	Exempt in part	S47F(1) and S47(1)(b)

Attachment C – Extract of relevant legislation

Section 22 - Access to edited copies with exempt or irrelevant matter deleted

- (1) This section applies if:
- (a) an agency or Minister decides:
 - (i) to refuse to give access to an exempt document; or
 - (ii) that to give access to a document would disclose information that would reasonably be regarded as irrelevant to the request for access; and
 - (b) it is possible for the agency or Minister to prepare a copy (an edited copy) of the document, modified by deletions, ensuring that:
 - (i) access to the edited copy would be required to be given under section 11A (access to documents on request); and
 - (ii) the edited copy would not disclose any information that would reasonably be regarded as irrelevant to the request; and
 - (c) it is reasonably practicable for the agency or Minister to prepare the edited copy, having regard to:
 - (i) the nature and extent of the modification; and
 - (ii) the resources available to modify the document; and
 - (d) it is not apparent (from the request or from consultation with the applicant) that the applicant would decline access to the edited copy.

Access to edited copy

- (2) The agency or Minister must:
- (a) prepare the edited copy as mentioned in paragraph (1)(b); and
 - (b) give the applicant access to the edited copy.

Notice to applicant

- (3) The agency or Minister must give the applicant notice in writing:
- (a) that the edited copy has been prepared; and
 - (b) of the grounds for the deletions; and
 - (c) if any matter deleted is exempt matter--that the matter deleted is exempt matter because of a specified provision of this Act.
- (4) Section 26 (reasons for decision) does not apply to the decision to refuse access to the whole document unless the applicant requests the agency or Minister to give the applicant a notice in writing in accordance with that section.

Section 47 - Documents disclosing trade secrets or commercially valuable information

- (1) A document is an exempt document if its disclosure under this Act would disclose:
- (a) trade secrets; or
 - (b) any other information having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed.
- (2) Subsection (1) does not have effect in relation to a request by a person for access to a document:
- (a) by reason only of the inclusion in the document of information concerning that person in respect of his or her business or professional affairs; or
 - (b) by reason only of the inclusion in the document of information concerning the business, commercial or financial affairs of an undertaking where the person making the request is the proprietor of the undertaking or a person acting on behalf of the proprietor; or

(c) by reason only of the inclusion in the document of information concerning the business, commercial or financial affairs of an organisation where the person making the request is the organisation or a person acting on behalf of the organisation.

(3) A reference in this section to an undertaking includes a reference to an undertaking that is carried on by, or by an authority of, the Commonwealth, Norfolk Island or a State or by a local government authority.

Section 47F(1) - Public interest conditional exemptions--personal privacy

General rule

(1) A document is conditionally exempt if its disclosure under this Act would involve the unreasonable disclosure of personal information about any person (including a deceased person).

(2) In determining whether the disclosure of the document would involve the unreasonable disclosure of personal information, an agency or Minister must have regard to the following matters:

- (a) the extent to which the information is well known;
- (b) whether the person to whom the information relates is known to be (or to have been) associated with the matters dealt with in the document;
- (c) the availability of the information from publicly accessible sources;
- (d) any other matters that the agency or Minister considers relevant



G4S Australia & New Zealand

Manus Island RPC

Lombrum, Manus Island,
Papua New Guinea

Tel: +675 7030 8021

Email: [s.47f\(1\)](mailto:s.47f(1)@g4s.com)

www.au.g4s.com

ORIGINAL

Attention: Ezekiel Mathius Papsin Epi

Loda Securities PNG Ltd ("Loda Securities")

Papua New Guinea

16th April 2013

Dear Sirs,

Manus Island - Letter of Intent for provision of Security Services.

G4S Australia Pty Ltd, working together with G4S Secure Solutions (PNG) Ltd, has been selected by the Commonwealth of Australia, represented by the Department of Immigration and Citizenship ('DIAC'), to deliver various operational services to the Manus Island Regional Processing Centre ('Centre').

G4S Secure Solutions (PNG) Ltd ('Company') now wishes to engage Loda Securities PNG Ltd ('Contractor') to provide agreed numbers of personnel to assist in the provision of manned security guarding services at the Centre ('Security Services Personnel').

Both parties acknowledge that the Company may, at a later date, require this arrangement to be more fully documented in a formal sub-contract which will be in a form that is consistent with the obligations set out in the Head Contract entered into with DIAC.

Both parties now acknowledge and agree as follows:

1. The parties recognise that the Company is obliged to provide supporting receipts and invoices(s) to substantiate any costs and disbursements which form part of the monthly invoice to DIAC and the Contractor will take all steps to provide such information to the Company.
2. The Contractor must ensure that the Security Services Personnel which are provided to the Company:
 - a. Remain at all times employees of the Contractor;
 - b. Are suitably qualified and experienced personnel who have been vetted and approved by the Company before they commence work at the Centre;



- c. Undertake and successfully complete all training that is required of them for providing security services at the Centre;
 - d. Act in accordance with all reasonable directions given by the Company and in a manner which complies with Company operating processes and procedures for delivery of security services at the Centre;
 - e. Act with due care and skill, in a professional, efficient and safe manner and to the same industry standards and expectations that apply to security staff who are employed directly by the G4S;
 - f. Wear the G4S uniform at all times whilst on duty;
 - g. Act at all times in accordance with all applicable Laws and in accordance with the Company's reasonable directions;
 - h. Security Services Personnel do not drink alcohol, smoke (other than in designated areas) or consume illicit drugs at the Centre, and do not enter the Centre if under the influence of alcohol or illicit drugs; and
 - i. It immediately removes any Security Services Personnel from the Centre if requested to do so by the Company if the Company considers that those employees have been incompetent, negligent, violent, aggressive or have demonstrated otherwise inappropriate behaviour.
3. The Contractor shall provide all information and take all steps as are reasonably required by the Company to validate any costs which are being incurred.
4. From the date that this Agreement is entered into the Company must pay the Contractor in accordance with this clause 4 and Schedule 1:
- a. An Hourly Fee for each hour worked by Security Services Personnel at the Centre as set out in Schedule 1;
 - b. The Hourly Fee is a fixed all inclusive fee;
 - c. The Contractor's invoice shall be in a form that is satisfactory to the Company and shall contain such information and supporting evidence as is reasonably requested by the Company;
 - d. The Contractor must not claim amounts for Security Services Personnel unless a person has actually been deployed to work on the Centre with the prior approval of the Company; and
 - e. If DIAC or the Company in good faith disputes the whole or any portion of the Contractor's costs being claimed in an invoice, the Company may withhold any part of the Contractor amounts that are in dispute in the relevant invoice, until the dispute is resolved.



This Agreement constitutes the terms which have been agreed between us. This Agreement will not have a fixed expiration date but may be terminated by the Company on provision of 30 days' written notice to the Contractor. In the event of such termination the Contractor shall not have a right to receive any compensation other than outstanding Hourly Fees which have arisen up to date of termination.

The Contractor acknowledges that all information relating to the Centre is to be treated as confidential and no public statements may be made without obtaining the prior permission of DIAC. The Contractor agrees that it and its personnel shall enter into such confidentiality arrangements as are necessary and required to ensure that the Company is able to procure with confidentiality undertakings provided to DIAC.

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

This letter and the agreement constituted by it and your acceptance of its terms shall be governed by the laws of Victoria and the parties agree to the non-exclusive jurisdiction of the Victorian courts.

Please confirm your acceptance of the terms of this Agreement by signing and returning the enclosed duplicate of this letter. We look forward to working together.

Yours faithfully

s. 47F(1)

Duly Authorised for and on behalf of G4S Secure Solutions (PNG) Ltd

Name: *Matthew*
Title: *CM Marcus Isaacs*
Date: *16 Nov 2013*

Securing Your World





s. 47F(1)

Duly authorised for and on behalf of

Loda Securities PNG Ltd

Name: *PARSEN Epi*

Title: *DIRECTOR.*

Date: *16/04/12.*

Schedule 1

Fees and Invoicing

A. The Company will pay to the Contractor a fixed fee of s. 47(1)(b) for each hour that is worked by Security Services Personnel at the Centre ("Hourly Fee"). The Hourly Fee is an all inclusive fixed fee for all services provided to the Company by the Contractor.

B. The Hourly Fee shall include:

1. Wages of not less than s. 47(1)(b) per hour for each Driver provided by the Contractor;

Securing Your World



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2. Wages of not less s. 47(1)(b) per hour for each Static Guard provided by the Contractor;
3. All staff on costs, including but not limited to, insurance, administration, uniforms, travel costs, equipment, training, taxes, levies, workers compensation or equivalent, superannuation or equivalent and any other allowances;
4. The provision of payroll services through s. 47F(1) who is engaged by the Contractor as a consultant to provide bookkeeping services including calculating fortnightly payments and tax deductions and making remittances into accounts for the Drivers and the Static Guards;
5. Any other incidental expenses and costs arising in respect of the provision of the Security Personnel; and
6. For the avoidance of doubt the Hourly Fee is a fixed fee and no additional overtime rates shall be payable by the Company to the Contractor.

C. The invoicing process shall be as follows:

7. The Contractor shall provide an invoice to the Company for all Hourly Fees on the 26th day of each month;
8. All Hourly Fees claimed will be supported by satisfactory evidence of the hours worked by each Driver and Static Guard at the Centre for the period in question;
9. The Company shall make payment to the Contractor within s. 47(1)(b) of receipt of the invoice (or such earlier period as is agreed to by the Company and the Contractor);
10. The Contractor will provide the Company with its bank account details for payment of any monies;
11. Payroll services will provide such information and assistance as is necessary to ensure that payment of wages to Drivers and Static Guards occurs on a fortnightly basis and will provide confirmation to the Company that this is occurring.



D. For the avoidance of doubt:

12. The Security Services Personnel shall at all times be employed by the Contractor. Nothing in this Agreement will or is intended to create a relationship of employer and employee between the Company and Security Services Personnel;

13. The Hourly Fees payable to the Contractor as outlined in paragraph A above are a fixed and all inclusive fee; and

14. The Contractor will be responsible for remitting group tax to the IRC calculated by payroll for each run. Group tax is remitted on a monthly basis in PNG.

Draft 5 December

December 2012

Attention: **Ezekiel Mathius Papsin Epi ###**
Loda Securities [PNG Ltd] ("Loda Securities")
[Address],
Port Moresby, NCD,
Papua New Guinea

Dear Sirs,

Manus Island - Letter of Intent for provision of Security Services

It is acknowledged that G4S Australia Pty Ltd ('Company') has been selected by the Commonwealth of Australia, represented by the Department of Immigration and Citizenship ('DIAC'), to deliver various operational services to the Manus Island Regional Processing Centre ('Centre'). It is further understood that The Company and DIAC will enter into a contract detailing these arrangements ('Head Contract').

The Company wishes to engage Loda Securities ('Contractor') to provide agreed numbers of personnel to assist in the provision of manned security guarding services at the Centre ('Security Services Personnel'). The provision of those services are to commence on [date 17th December].

Both parties have agreed that this arrangement will be fully documented in a formal sub-contract and this will be entered into after the Head Contract has been finalised and will be in a form which is consistent with the obligations set out in the Head Contract.

Both parties now acknowledge and agree as follows:

1. This Agreement is predicated on the knowledge that the Company is acting under a letter of intent from DIAC regarding the provision of operational services to the Centre which provides, inter alia, that:
 - a. The Company is authorised to use sub contractors with prior approval [have DIAC approved using Loda Securities?]; and
 - b. The Company has agreed to provide supporting receipts and invoice(s) to substantiate all any costs, disbursements and allowances which form part of the monthly invoice to be approved and paid by DIAC.
2. The Contractor must ensure that the Security Services Personnel which are provided to the Company: [Chris x 2 to consider – includes points listed in Keith's email of 8 November]

Comment [MC1]: Yes they have.

- a. Remain at all times employees of Loda Securities;
 - b. Are suitably qualified and experienced personnel who have been vetted and approved by the Company before they commence work at the Centre;
 - c. Undertake and successfully complete all training that is required of them for providing security services at the Centre;
 - d. Act in accordance with all reasonable directions given by the Company and in a manner which complies with Company operating processes and procedures for delivery of security services at the Centre;
 - e. Act with due care and skill, in a professional, efficient and safe manner and to the same industry standards and expectations that apply to security staff who are employed directly by the G4S;
 - f. Wear the G4S uniform at all times whilst on duty;
 - g. Act at all times in accordance with all applicable Laws and in accordance with the Company's reasonable directions;
 - h. Security Services Personnel do not drink alcohol, smoke (other than in designated areas) or consume illicit drugs at the Centre, and do not enter the Centre if under the influence of alcohol or illicit drugs;
 - i. It immediately removes any Security Services Personnel from the Centre if requested to do so by the Company if the Company considers that those employees have been incompetent, negligent, violent, aggressive or have demonstrated otherwise inappropriate behaviour; and
 - j. Are paid no less than the hourly rates being paid to security staff in similar positions who are directly employed by G4S (with the exclusion of allowances – clarify position on allowances).
3. The Contractor shall provide all information and take all steps as are reasonably required by the Company to ensure that the costs which it is incurring are consistent with the DIAC invoicing requirements.
4. The Company must pay the Contractor the Fees in accordance with this clause 4 and Schedule 1.
- a. The basis on which Fees are to be paid by the Company to the Contractor are detailed in Schedule 1; [to be attached]
 - b. The Fees are an inclusive fee for the provision of the Security Services Personnel, covering all staff on-costs including (but not limited to) insurance, administration, [uniforms], [training], taxes, levies, superannuation and any other allowances; [consider – correct and does this cover everything?]
 - c. The Contractor shall provide an invoice to the Company on the 26th day of each month;
 - d. The Contractor's invoice shall be in a form that is satisfactory to the Company and shall contain such information and supporting evidence as is reasonably required to verify the amounts being claimed in relation to the provision of Security Services Personnel;

- e. The Contractor must not claim amounts for Security Services Personnel unless a person has actually been deployed to work on the Centre with the prior approval of the Company;
 - f. Contractor shall be paid by the Company within s. 47(1)(b) of receipt of a correctly rendered invoice from the Contractor;
 - g. Unless otherwise agreed, any payments shall be made by electronic transfer directly to a bank account nominated by the Contractor;
 - h. If DIAC in good faith disputes the whole or any portion of the Contractor's costs being claimed in an invoice, the Company may withhold any part of the Contractor amounts that are in dispute in the relevant invoice, until the dispute is resolved.
5. Both parties agree that entry into the subcontract will be conditional on the Company entering into the Head Contract with DIAC. On entry into the Head Contract, the Company will seek to finalise and then enter into the subcontract as soon as reasonably practicable.

This letter constitutes the terms which have been agreed between us. This Agreement will not have a fixed expiration date but may be terminated by the Company on provision of 30 days' written notice to the Contractor. In the event of such termination the Contractor shall not have a right to receive any compensation other than reimbursement for the cost of Security Services Personnel working at the Centre up to date of termination.

Loda Securities acknowledge that all information relating to the Centre is to be treated as confidential and no public statements may be made without obtaining the prior permission of DIAC. Loda Securities agrees that it and its personnel shall enter into such confidentiality arrangements as are necessary and required to ensure that the Company is able to procure with confidentiality undertakings provided to DIAC.

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

This letter and the agreement constituted by it and your acceptance of its terms shall be governed by the laws of [Victoria] [Papua New Guinea].

Please confirm your agreement with the contents of this letter by signing and returning the enclosed duplicate of this letter. We look forward to working together.

Yours faithfully

.....
BY:

Duly Authorised for and on behalf of G4S Australia Pty Ltd (ACN 100 104 658)

DATE:

.....

Duly authorised for and on behalf of

Loda Securities [PNG Ltd]

Company No. #

Name/Title/Date:

Schedule 1

Fees

Insert here details of the Fee arrangement
agreed between G4S and Loda Securities

Maryada DUBEY

From: Dewsnap, Andrew <s. 47F(1)>
Sent: Friday, 7 December 2012 4:17 PM
To: Cherie MATA CZYNA
Cc: Manning, Chris; Lisa HARRIS; Paulette NEILSEN
Subject: FW: Manus Island letter of intent (G4S and Loda Securities)
Attachments: Manus Island letter of intent (G4S and Loda Securities).docx

Cherie,

Attached is the draft LOI for Loda Securities. As discussed there are G4S employed security guards (ie our own PNG staff) and also locally engaged staff from Manus Island (needed to comply with the 50% local engagement required of us by DIAC). So Loda Securities provide the staff and they act in accordance with our instructions/training etc.

If you have any queries then please let myself or Chris know and we will be happy to deal with.

Regards

Andrew Dewsnap
Australia General Counsel & Company Secretary
G4S Australia Pty Ltd
Ph : +61 3 9864 4059
Fax: +61 3 9866 8568
s. 47F(1)
Email: s. 47F(1)
Web: www.au.g4s.com, www.nz.g4s.com

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From: Manning, Chris
Sent: Wednesday, 5 December 2012 5:45 PM
To: Chris DeSilva s. 47F(1)
Cc: Dewsnap, Andrew; Simon Kaiwi s. 47F(1)
Subject: Manus Island letter of intent (G4S and Loda Securities)

Hi Chris,

Are you happy to input the costing formula based on the s. 47(1)(b) agreement, paid in arrears at the end of each month?

By the way – I spoke to the Governor today and the Deputy Administrator, and they were all really happy with the Loda Securities decision because it reflects 2 clans and local people – so good work by Simon that weekend.

Cheers,

Chris

Released by DIB under the
Freedom of Information Act 1982

Maryada DUBEY

From: Cherie MATA CZYNA
Sent: Friday, 7 December 2012 7:28 PM
To: Dewsnap, Andrew
Cc: Manning, Chris; Lisa HARRIS; Paulette NEILSEN; OPC Service Delivery; Tracy MACKEY
Subject: RE: Manus Island letter of intent (G4S and Loda Securities)

Many thanks Andrew

Once the contract is executed in the next week or so, could you please formally submit the Loda Securities subcontract to the Contract Administrator.

Regards
Cherie

Cherie Mataczyna

Director
Offshore Service Delivery Section
Detention Services Management Branch
Detention Infrastructure and Services Division | ISR Group

Department of Immigration and Citizenship

PO Box 25 Belconnen ACT 2616 Australia

P: 02 6264 1461

S. 47F(1)

E: cherie.mataczyna@immi.gov.au

From: Dewsnap, Andrew S. 47F(1)
Sent: Friday, 7 December 2012 4:17 PM
To: Cherie MATA CZYNA
Cc: Manning, Chris; Lisa HARRIS; Paulette NEILSEN
Subject: FW: Manus Island letter of intent (G4S and Loda Securities)

Cherie,

Attached is the draft LOI for Loda Securities. As discussed there are G4S employed security guards (ie our own PNG staff) and also locally engaged staff from Manus Island (needed to comply with the 50% local engagement required of us by DIAC). So Loda Securities provide the staff and they act in accordance with our instructions/training etc.

If you have any queries then please let myself or Chris know and we will be happy to deal with.

Regards

Andrew Dewsnap
Australia General Counsel & Company Secretary
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Email: S. 47F(1)
Web: www.au.g4s.com, www.nz.g4s.com

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From: Manning, Chris
Sent: Wednesday, 5 December 2012 5:45 PM
To: Chris DeSilva (s. 47F(1))
Cc: Dewsnap, Andrew; Simon Kaiwi (s. 47F(1))
Subject: Manus Island letter of intent (G4S and Loda Securities)

Hi Chris,

Are you happy to input the costing formula based on the s. 47(1)(b) agreement, paid in arrears at the end of each month?

By the way – I spoke to the Governor today and the Deputy Administrator, and they were all really happy with the Loda Securities decision because it reflects 2 clans and local people – so good work by Simon that weekend.

Cheers,

Chris

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