

NON-POACHING OF PARTICIPANTS & RESTRAINT OF TRADE POLICY

Effective Date: 17/08/2026 | Policy Owner: Kelly Van Der Westhuizen (Administration)

Version: 1.1 | Revision Date: 17/08/2026

1. Purpose

This policy sets out CitiReach's expectations regarding the non-solicitation of participants and restraint of trade for casual support workers engaged by CitiReach. It exists to protect CitiReach's participant relationships, referral pathways, and business goodwill, while balancing a support worker's right to earn a living. It applies to all casual support workers engaged by CitiReach across all SCHADS Award classifications.

2. Definitions

- **Participant** — a person accessing NDIS supports whose supports are coordinated, arranged, or delivered through CitiReach, including a participant the support worker was introduced to, or supported, through CitiReach at any time.
- **Poaching** — directly or indirectly soliciting, encouraging, or facilitating a CitiReach participant to cease or reduce their engagement with CitiReach in order to receive supports from the support worker independently, through another provider, or through a related entity, other than through CitiReach's normal referral, transition, or exit processes.
- **Restraint Period** — the period during which the restraints in this policy apply, as set out in Section 5.
- **Restricted Area** — the Greater Brisbane and South East Queensland region in which CitiReach operates, or the area specified in a support worker's individual engagement agreement.

3. Non-Poaching of Participants

While engaged by CitiReach, and for the Restraint Period after that engagement ends (for any reason), a support worker must not, without CitiReach's prior written consent:

- **directly or indirectly solicit, canvass, or approach** a CitiReach participant for the purpose of providing supports outside of CitiReach's arrangements;
- **accept or agree** to provide supports to a CitiReach participant outside of CitiReach, whether as a sole trader, employee, contractor, or through another provider or platform;
- **encourage, induce, or facilitate** a participant to end or reduce their engagement with CitiReach in favour of another provider or arrangement connected to the support worker.

This does not restrict a participant's right to exercise choice and control over their supports and provider, consistent with the objectives of the NDIS. It does not apply where the participant independently, and without any solicitation by the support worker, chooses to change providers and the support worker had no involvement in initiating that change, or where CitiReach agrees in writing to a planned transition or handover.

4. Restraint of Trade

In addition to the non-poaching obligations above, and to protect CitiReach's legitimate business interests, a support worker must not, within the Restricted Area and for the Restraint Period after their engagement ends, without CitiReach's prior written consent:

- Provide competing Support Coordination, Plan Management, or similar NDIS supports to a person who was a CitiReach participant at any time during the support worker's engagement, or in the six months before it ended;
- Solicit or encourage another CitiReach support worker, contractor, or staff member to leave CitiReach to join a competing provider or the support worker's own business.

5. Restraint Period and Scope

To give this policy the greatest chance of being enforceable, the Restraint Period is expressed as a cascading set of alternatives. The longest period that a court considers reasonable will apply:

- first, 12 months from the end of the support worker's engagement with CitiReach;
- failing that, 6 months from the end of the engagement;
- failing that, 3 months from the end of the engagement.

The Restricted Area is the Greater Brisbane and South East Queensland region, unless a support worker's individual engagement agreement specifies a different area.

6. Secondary Work and Conflicts During Engagement

A support worker must notify CitiReach Administration in writing before taking on any other role, contract, or self-employment that involves providing NDIS or disability supports, whether or not it appears to compete with CitiReach. This allows CitiReach to assess whether the arrangement creates a conflict of interest or risk to a participant, consistent with CitiReach's Conflict of Interest Disclosure Policy.

A support worker must also disclose any personal or family relationship with a participant as soon as it exists or becomes known, in line with that policy.

7. Why This Policy Exists

- CitiReach invests time, training, and resources in building and maintaining participant relationships, referral pathways, and its reputation as an NDIS provider.
- Protecting these relationships helps CitiReach remain viable and continue supporting all of its participants and staff, not just those connected to a single support worker.
- Reasonable non-solicitation and restraint provisions are common and generally accepted practice among NDIS and community support providers.
- This policy protects support workers too, by setting out clear, consistent expectations that apply equally to everyone engaged by CitiReach.

8. Reasonableness and Enforceability

Restraint of trade clauses are only enforceable in Australia to the extent that a court considers them reasonable, having regard to the legitimate interests of CitiReach, the interests of the support worker, and the public interest. This policy is intended to operate to the maximum extent permitted by law.

If any part of the restraints in Sections 3–5 is found to be unreasonable or unenforceable, that part will be read down or severed, and the remaining restraints will continue to apply.

This policy is a statement of CitiReach's expectations and does not, by itself, replace a signed engagement agreement. For these restraints to have full legal effect, they should also be reflected in, or acknowledged as part of, each support worker's individual engagement agreement. CitiReach recommends support workers seek independent legal advice if they have questions about how this policy applies to them.

9. Confidentiality

Participant names, contact details, support needs, and any other information a support worker learns about a participant through their engagement with CitiReach remain confidential and are CitiReach's business information. This information must not be used to contact, solicit, or provide supports to a participant outside of CitiReach, and must not be retained, copied, or shared after the support worker's engagement ends.

10. Return of Property and Information

On the last day of engagement, or earlier if requested, a support worker must return or permanently delete all CitiReach property and information in their possession, including participant records, shift notes, rosters, keys or access cards, and any documents or files (physical or electronic) containing participant or business information. Access to CitiReach's systems will be removed at the end of the engagement.

11. Breach of This Policy

A breach of this policy may result in disciplinary action, up to and including immediate termination of engagement. CitiReach may also take legal action to enforce its rights under this policy and any related engagement agreement, including seeking an injunction or damages.

12. Related Policies

This policy should be read together with CitiReach's Conflict of Interest Disclosure Policy, which covers personal and family relationships with participants and other conflicts that may arise during engagement, and with each support worker's individual engagement agreement.

13. Policy Review

This policy is reviewed at least every 12 months, or sooner if there is a change in relevant law, CitiReach's operations, or the NDIS Code of Conduct.

14. Exclusions

This policy applies to CitiReach's casual support worker workforce paid under SCHADS Award classifications. It does not apply to individuals whose arrangements are managed separately and are not reflected in standard payroll or billing reports.

15. Questions

Questions about this policy can be directed to:

Admin Contact	Website
Kelly Van Der Westhuizen admin@citireach.com.au 0418 409 042	citireach.com.au

Approved by: ___ Steve Mifsud Head of Operations/CitiReach ___ Date: ___ 17/08/2026 ___

Support Worker Acknowledgement

I confirm that I have read and understood this policy and agree to comply with it.

Name: _____ Signature: _____ Date: _____
