

VENUE MANAGEMENT CATERING SERVICES AGREEMENT

THE COUNCIL OF THE CITY OF SYDNEY

and

COMPASS GROUP B&I HOSPITALITY SERVICES PTY LTD



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SCHEDULES:

Reference Schedule	Agreement Details
Schedule 1	Specification
Schedule 3	Council Venues and Catering Spaces
Schedule 4	Catering Stand Aside Guidelines & Procedures
Schedule 5	Quality Control, Required Service Levels and KPIs
Schedule 6	Recipient Created Tax Invoices
Schedule 7 and 7A	Furniture, Fittings and Equipment, Depreciation
Schedule 8	Beverage Management Plan
Schedule 9	External Catering

EXECUTION

THIS AGREEMENT is made on:

19 June

2017

BETWEEN:

- (1) **Council of the City of Sydney** (ABN 22 636 5500 790) of Level 1 Town Hall House, 456 Kent Street, Sydney NSW 2000 (the **Council**) and
- (2) **Compass Group B&I Hospitality Services Pty Ltd** ABN 82 089 388 143 of Ground Floor, 35-51 Mitchell Street, McMahon's Point, NSW, 2060 (the **Caterer**).

RECITALS

- (A) The Council wishes to appoint the Caterer to provide the Catering Services in accordance with this Agreement.
- (B) The Caterer agrees to supply the Catering Services to the Council in accordance with this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Accounts means the accounts and records described in clause 10 of this Agreement.

Accounts Notice means a notice under clause 10 of this Agreement.

Agreement means the agreement evidenced by this document and any Schedules and attachments to this document.

Annual Budget means the reports to be produced to the Council by the Caterer in accordance with clause 10.

Authorisation means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Authority means any federal, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal.

Beverages means alcoholic and non-alcoholic drinks of all kinds.

Beverage Management Plan means the beverage management plan in respect of the Beverages to be served by the Caterer, prepared by the Caterer and approved by Council, and attached as Schedule 9 to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

Business Day means a day other than a Saturday, Sunday or public holiday on which banks are open for general banking business in Sydney, Australia.

[REDACTED]

[REDACTED]

Caterer's Liquor Licence means any caterer's licence issued under the Liquor Act and exercised by the Caterer in any part of the Catering Spaces which are not covered under the existing Town Hall Liquor Licence.

Caterer's Own Furniture Fittings and Equipment means items owned and operated by the Caterer separate to the New Furniture Fittings and Equipment and the Existing Furniture Fittings and Equipment.

Caterer's Representative means the person nominated by the Caterer as the Caterer's representative, in accordance with clause 6 of this Agreement, and named in Item 2 of the Reference Schedule

Catering Services means the provision of the Products in the Council Venues, other than Council Functions, as required by the Specification.

Catering Spaces mean those spaces within Council's Property that are essential to the successful delivery of the Catering Services, such as kitchens,



serveries, storage areas, and offices, and which include the Fixed Catering Equipment, identified and attached at Schedule 3 of this Agreement.

Catering Stand Asides means Functions specified in clause 3.9 at which the Caterer does not provide the Catering Services, and which must be consistent with the Catering Stand Aside Guidelines and Procedures.

Catering Stand Asides Guidelines and Procedures mean the documents attached at Schedule 4 of this Agreement.

Commencement Date means the date in Item 3 of the Reference Schedule.

Confidential Information means:

- (a) the terms of this document;
- (b) information of a party (**disclosing party**) that is:
 - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
 - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

Contract Manager means the manager of the Venue Management Unit, or that person's delegate as notified to the Caterer from time to time.

Council Functions mean all Council organised events and meetings referred to in clause 3.10.

Council Licensee means the holder of the Town Hall Liquor Licence.

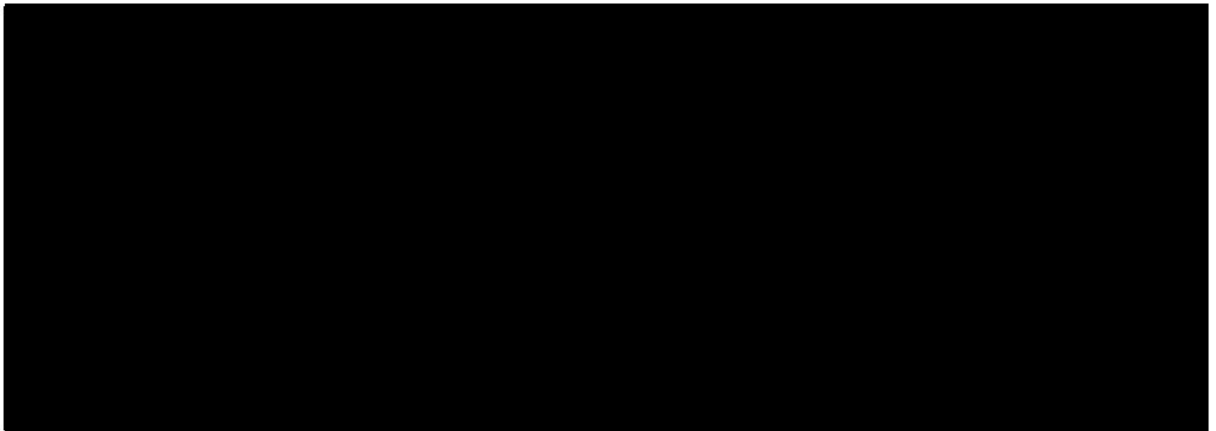
Council's Policies mean all policies and procedures relevant to the provision of the Catering Services, as updated from time to time, to be notified in writing to the Caterer.

Council Property means any property used or operated by or on behalf of the Council at the Council Venues or Catering Spaces, and includes any systems, network access, or premises, whether owned, leased, licensed or rented by or on behalf of the Council.

Council Venues mean any spaces within any Council Property that are used for any Event or Council Function, and which are identified and detailed in Schedule 3 of this Agreement.

Default Notice means a notice given under clause 16.

Dilapidation Report means the report to be provided by the Caterer to the Council, before occupation of the Catering Spaces, detailing the condition of the Catering Spaces at the Commencement Date of this Agreement, in accordance with Item 10 of the Reference Schedule.



Dispute means any dispute or difference between the parties arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this Agreement.

Emergency Evacuation Plan means the emergency evacuation plan for each Council Property.

Environmental Laws means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

- (a) the Work Health and Safety Act 2011 (NSW);
- (b) the Protection of the Environment Operations Act 1997 (NSW); and
- (c) the Contaminated Land Management Act 1997 (NSW).

Event means a period of time in which a Council Venue is hired for an activity such as meetings, dinners or exhibitions.

Existing Furniture, Fittings and Equipment means the existing furniture fittings and equipment (including the kitchen equipment and the loose equipment used to supply the Catering Services) at the Commencement Date, as detailed and attached at Schedule 7 to this Agreement.

Existing Furniture, Fittings and Equipment Asset Register means the register of existing furniture fittings and equipment attached at Schedule 7, and which is updated at the commencement of each Further Term of the Agreement.

External Catering Business means any catering activity on any Council Property, undertaken by the Caterer, for third party clients not using the Council Venues, but which is serviced in whole or in part using the Catering Spaces, including the Level 4 Town Hall House Production Kitchen.

Expiry Date means the date in Item 4 of the Reference Schedule

Fees means the fees, costs and other amounts payable to the Council by the Caterer under this Agreement.

Fixed Catering Equipment means equipment necessary for the provision of the Catering Services supplied by Council and built into Council's Property, (such as cool rooms, extractors, stove canopies), and which excludes the Furniture Fittings and Equipment.

Fixed Catering Equipment Register means the register of fixed catering equipment attached at Schedule 3, and which is updated at the commencement of each Further Term of the Agreement.

Force Majeure Event means in relation to a party an act, omission or circumstance which:

- (a) is beyond the reasonable control of that party; and
- (b) constitutes a fire, flood, earthquake, terrorism, riot, explosion or war, communicable disease for which the World Health Organisation or Department of Foreign Affairs and Trade have issued affected area or travel warnings, state-wide or national strike or other state-wide wide or national industrial action (except where caused by the Caterer).

Furniture, Fittings and Equipment means the Existing Furniture Fittings and Equipment, the New Furniture Fittings and Equipment, and the Caterer's Own Furniture Fittings and Equipment.

Further Terms means three further terms of 2 years each, the first commencing the day immediately following the expiration of the Term.

Gross Sales means money received by the Caterer for supply of the Catering Services, including Products, Beverages, labour and ancillary charges, generated under this Agreement, for each year of this Agreement.

GST means the same as in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee means an irrevocable unconditional bank guarantee or documentary performance bond for the Guarantee Amount which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;



- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:
 - (i) BBB + (Standard & Poors and Fitch);
 - (ii) Baa 1 (Moody's); or
 - (iii) Bbb (Bests);
- (d) be issued on behalf of the Caterer;
- (e) have an expiry or end date being twelve (12) months after the conclusion of the Term;
- (f) state the beneficiary as the Council;
- (g) be irrevocable;
- (h) state the Guarantee Amount as the minimum amount required by this document to be lodged as security;
- (i) state the purpose of the security as required in accordance with this document; and
- (j) be on such other terms approved by the Council.

Guarantee Amount(s) means a Guarantee or Guarantees for the total amount listed in Item 6 of the Reference Schedule of this Agreement.

Hirer means any hirer of a Council Venue for the purpose of an Event.

Index Number means the Consumer Price Index Sydney (All Groups) published by the Australian Bureau of Statistics from time to time.

Insolvency Event means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property
- (c) the person being taken under section 459F (1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:

- (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
- (ii) being unable to pay its debts or otherwise insolvent;
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (i) any analogous event under the laws of any applicable jurisdiction,
- (j) unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

Intellectual Property Rights means all present and future rights conferred in law in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, throughout the world, whether or not registrable, registered or patentable that exist or that may come to exist anywhere in the world, but excluding any Moral Rights.

Key Personnel means the site based staff within the Caterer's organisation.

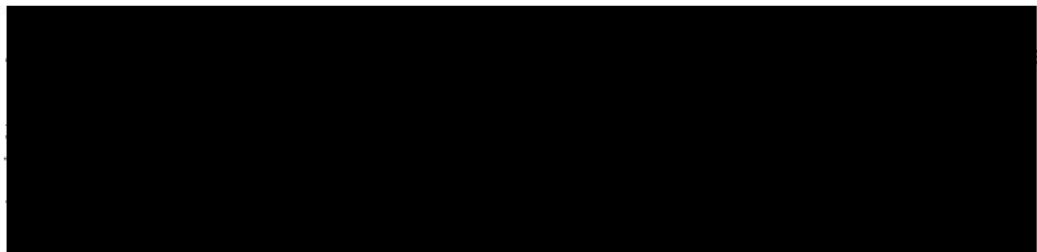
KPIs mean the Key Performance Indicators listed in Schedule 5 of this Agreement.

Laws means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.

Liquor has the same meaning as defined in the Liquor Act.

Liquor Act means the *Liquor Act 2007* and includes any amending legislation and regulations.

Manager means the Chief Executive Officer or such other person as is engaged by the Council to act in the capacity of Chief Executive Officer from time to time and includes any person acting as delegate of the Manager.



Monthly Trading Period means the trading month commencing on the first day of the calendar month and expiring on the last day of the calendar month.

New Furniture Fittings and Equipment means the new furniture fittings and equipment, (in addition to the Existing Furniture, Fittings and Equipment) being items identified by the Caterer as required for the provision of the Catering Services, and to be purchased by the Caterer in agreement with Council, using the nominated Capital Contribution Funding.

Personnel means the Caterer's officers, employees and staff, agents, contractors or subcontractors and includes the Caterer's Representative and the Key Personnel of the Caterer.

Products means food, Beverages, and ancillary services and such other goods and services as may be mutually agreed from time to time by the parties.

Quality Control System means the quality control system developed by the Caterer and approved by Council to address the Key Performance Indicators as set out in Schedule 5.

Quality Standards Notice means a notice given under clause 11.

Recipient Created Tax Invoices (RCTIs) means recipient created tax invoices provided by the Caterer to the Council in accordance with clause 4, and Schedule 7 of this Agreement.

Required Service Levels mean the required levels of service by the Caterer set out in Schedule 5 of this Agreement.

Services means services (including, without limitation, water, sewerage, drainage, gas, electricity, essential services and fire prevention) to or of the Council Venues or the Catering Spaces provided by the Council or any governmental agencies and which are intended to service, or are for the benefit of the Catering Spaces.

Schedule means each schedule to this Agreement set out at the end of this document.

Specification means the specification forming part of the Request for Tender and attached as Schedule 1 of this Agreement.

Specific Upgrade and Refurbishment Works mean the planned upgrades to Level 4 Town Hall House, Lift 9 Town Hall House, and Centennial Hall as detailed in clause 9.3.

Suspension Period means the period of time to be agreed by the Council and the Caterer that this Agreement will be suspended due to any closure of Council Venues for major upgrades.

Sustainability and Environmental Management Plan means the draft environmental management plan prepared by the Caterer and approved by the Council, to be finalised by the Council and Caterer within 6 months of the Commencement Date.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or a by a Government Agency, together with any related interest, penalty, fine, or other charge.

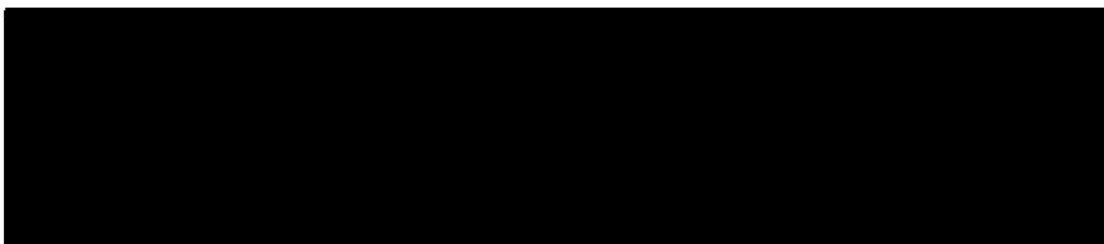
Term means the period of four years commencing on the Commencement Date and ending on the Expiry Date.

Town Hall means Sydney Town Hall, 483 George Street, Sydney NSW 2000 and includes, where applicable, Town Hall House, 456 Kent Street, Sydney NSW 2000.

Town Hall Liquor Licences mean the 'on premises' liquor licence, Licence No: LIQ 0624005645 and the "civic" liquor licence, Licence No: LIQ0600780918 attaching to Town Hall or Town Hall House

Town Hall Liquor Licence Fee means any fee or penalty payment applied by the relevant Authority payable by the Council Licensee, the costs of which will be passed on to the Caterer.

Ungerboek means the shared working environment system which will be used for bookings and reporting purposes by the Council and the Caterer.



Work Health, and Safety Returnable Documents means the WHS documentation listed in the Specification, including risk assessments and safe work method statements in relation to the Catering Services.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (g) A reference to **this document** includes the agreement recorded by this document.
- (h) Words defined in the GST Act have the same meaning in clauses about GST.
- (i) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. PERFORMANCE OF THE CATERING SERVICES

2.1 Appointment of Caterer

The Council appoints and the Caterer accepts the appointment to provide the Catering Services, [REDACTED] on the terms and conditions of this Agreement.

2.2 Independent contractor

The Caterer is an independent contractor of the Council. The Caterer must not represent itself, and must ensure that its Personnel do not represent themselves, as being partners, employees or agents of the Council.

2.3 Term

The appointment is for the Term, and any Further Term as applicable commencing on the Commencement Date and continuing until the Expiry Date, unless it is terminated earlier in accordance with this Agreement.

2.4 Standard of performance

In providing the Catering Services and performing its obligations under this Agreement, the Caterer must at all times ensure that the Catering Services are provided:

- (a) in a highly professional and ethical manner and with the level of due care and skill which may be expected of a professional organisation experienced in providing the services of the type and complexity of the Catering Services;
- (b) in accordance with all Laws and the Council's Policies; and
- (c) so that the Catering Services meet or exceed the KPIs and Required Service Levels as agreed between the parties and set out in Schedule 5.

2.5 Availability

The Caterer must ensure the sufficient availability at all times of the Personnel, equipment, goods and services, required to provide the Catering Services in accordance with this Agreement.

2.6 Authorisations

The Caterer must:

- (a) ensure that it has all Authorisations which are necessary for it to lawfully provide the Catering Services;
- (b) ensure that any such Authorisations are held throughout the Term; and
- (c) provide the Council with a copy of any Authorisation and give proof of its currency promptly following a request from Council.

3. GENERAL OPERATING ENVIRONMENT

3.1 Access to Council's Property

- (a) The Council will grant the Caterer access to Council Property, and such other areas to which access is, in the opinion of the Council, necessary for the proper provision of the Catering Services including access for all Personnel, equipment, suppliers and vehicles as the Caterer may reasonably require to fulfil its obligations under this Agreement.
- (b) The Caterer must comply with any systems, health, safety, technical, security and other requirements, regulations, policies, directions and safety standards notified to it by or on behalf of the Council from time to time or as might reasonably be inferred from the use to which the Council's Property is put.
- (c) The Caterer must not use its access or connection to Council's Property to:
 - (i) interfere with or disrupt Council's Property or any equipment or service of any person (including, but not limited to Council's customers, tenants and service providers);
 - (ii) circulate any unsolicited or unauthorised marketing, publicity or advertising material;

- (iii) transmit computer viruses;
- (iv) send harassing, obscene, indecent or threatening electronic mail or messages; or
- (v) forge electronic mail or messages or their source.

3.2 Caterer's acknowledgment

The Caterer acknowledges and agrees that access to Council's Property under this clause 3 is at its own risk, except for any negligent act or omission by the Council or its employees, contractors, subcontractors, or agents.

3.3 Keys

The Caterer:

- (a) must comply with any directions of the Council concerning the use of keys (including electronic cards or other devices necessary for obtaining access) supplied by the Council to the Caterer;
- (b) will be responsible for all keys issued;
- (c) must not lend the keys to any other parties;
- (d) must not use the keys other than for access for provision of the Catering Services; and
- (e) must meet the costs of the Council supplying additional or replacement keys and any repining, re-programming or re-keying of locks or security devices that the Council requires due to keys being lost, stolen, damaged or unaccounted for by the Caterer; and
- (f) will ensure that all doors, windows and other means of access to the Catering Spaces are securely fastened on all occasions after use by the Caterer when those areas are left unoccupied

3.4 Nature of Occupation of Catering Spaces by Caterer

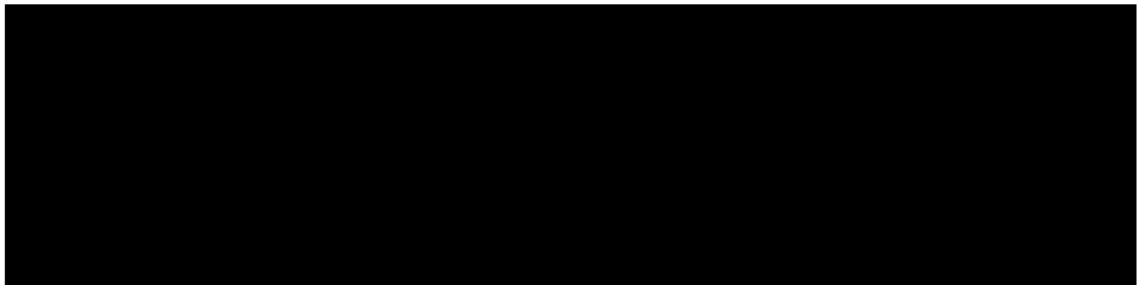
The Caterer has a personal right of occupation of the Catering Spaces in the terms specified in this Agreement and has no interest in the land on which the Catering Spaces are situated. The legal right to possession and control over the Catering Spaces remains vested in the Council throughout the Term. The Caterer acknowledges that the Council, its employees and agents have an unfettered right to enter and remain in the Catering Spaces at all times for whatever purpose the Council considers reasonable during the Term, provided that the Council will use reasonable endeavours not to interfere with the Caterer's use of the Catering Spaces.

3.5 Catering Spaces

- (a) The Council will make available the Catering Spaces for the use of the Caterer throughout the Term.

- (b) The Council will be responsible for the insurance and maintenance of the Catering Spaces throughout the Term.
- (c) The Caterer will have access to the Catering Spaces in the condition in which they are in at the date of this Agreement at its own risk. The Caterer acknowledges that it may not carry out any refurbishments to any Catering Spaces throughout the Term and any Further Term of this Agreement without the Council's prior written approval.
- (d) Prior to occupation of the Catering Spaces on the Commencement Date, the Caterer must provide the Dilapidation Report to Council.
- (e) The Caterer acknowledges that the Council is not responsible for and will not have any liability to the Caterer, except to the extent of the Council's negligence or wilful misconduct or deliberate act, for any defect in design, construction, or performance of the Catering Spaces.

3.6 Damage



- (b) The Caterer must pay to the Council the costs of the repair work within 15 Business Days of receipt of Council's invoice.

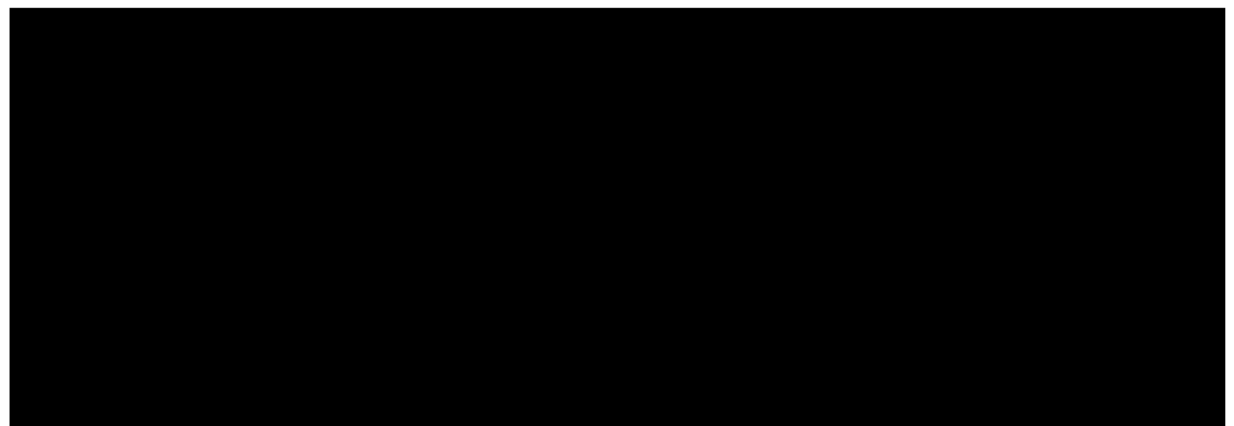
For the avoidance of doubt, this clause does not consider fair, wear and tear of Catering Space or Council Property as damage.

3.7 No Changes to Gas and Electrical Fixtures

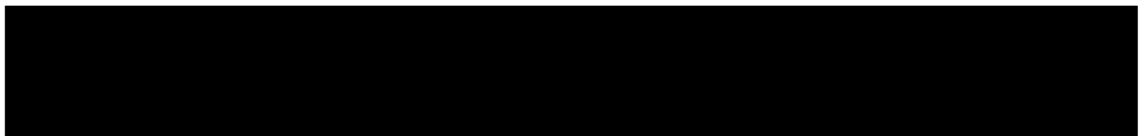
The Caterer must not make any changes to existing water, gas or electrical fixtures, equipment or appliances or any apparatus for illuminating, air-conditioning, heating, cooling or ventilating the Catering Spaces or interfere with any drains, water supply or other services connected to the Catering Spaces.

3.8 Changes to Council Venues and Catering Spaces

- (a) The Council reserves the right to include additional venues or delete existing venues from the Council Venues and Catering Spaces during the Term of this Agreement. The Council will give the Caterer six months' written notice to the Caterer of any proposed changes to Council Venues or the Catering Spaces.



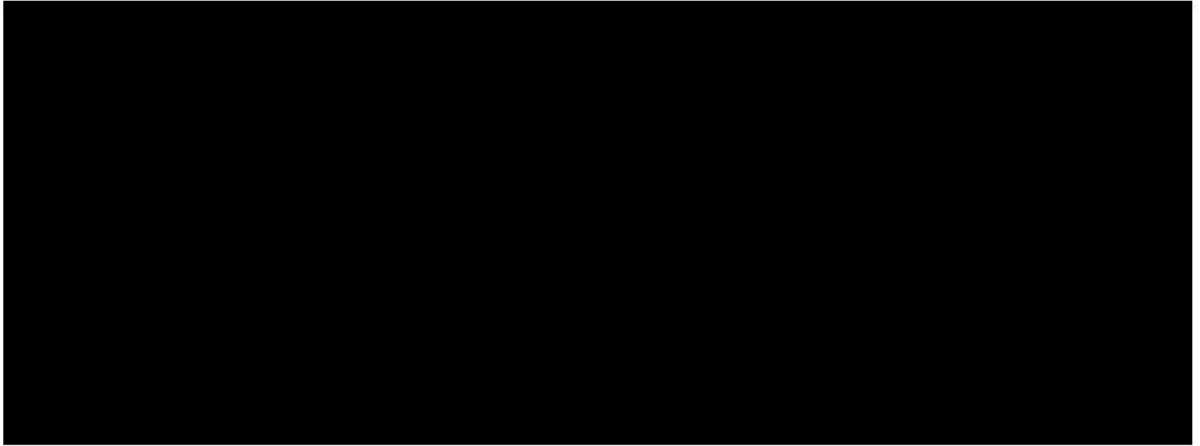
3.9 Catering Stand Asides for External Hirers



- (b) The Council has the authority to approve all Catering Stand Asides and this authority is delegated to the Contract Manager.
- (c) In the event of a Catering Stand Aside the Contract Manager will provide the Caterer with the earliest possible notice of the time and place of the Catering Stand Aside.
- (d) The Caterer must allow the alternate caterer unfettered access to the Catering Spaces required for the Catering Stand Asides, except for the Level 4 Town Hall House Production Kitchen, the catering offices and any storage areas used by the Caterer, which are not included in any Catering Stand Asides approvals issued to alternate caterers.
- (e) The alternate Caterer must operate in accordance with the Catering Stand Asides Guidelines and Procedures, attached at Schedule 4 of this Agreement.

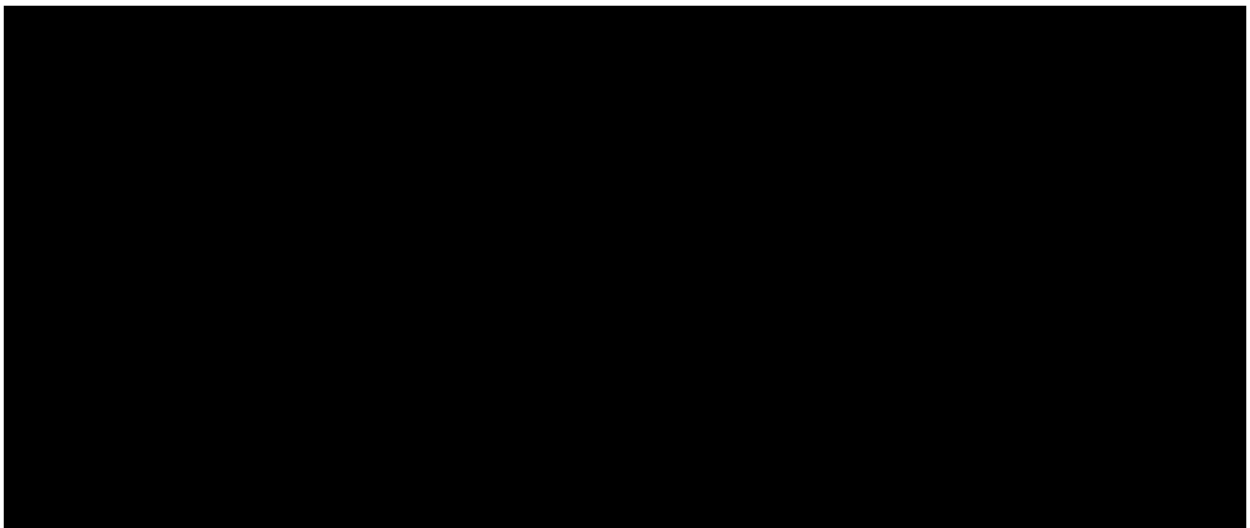
3.10 Council Functions - Catering for Internal Council Hirers

- (a) Council reserves the right to make its own catering arrangements through an alternate caterer for all Council organised events and meetings.



3.11 Catering Space Hiring Procedure

- (a) Council will be responsible for the booking of all Council Venues.
- (b) Council will refer all catering enquiries to the Caterer for its response.
- (c) The Caterer must respond to all catering enquiries within one working day, and provide quotations as applicable.
- (d) The Caterer will promptly forward to the relevant Council officer any hiring enquiries relating to a Council Venue received directly by the Caterer.



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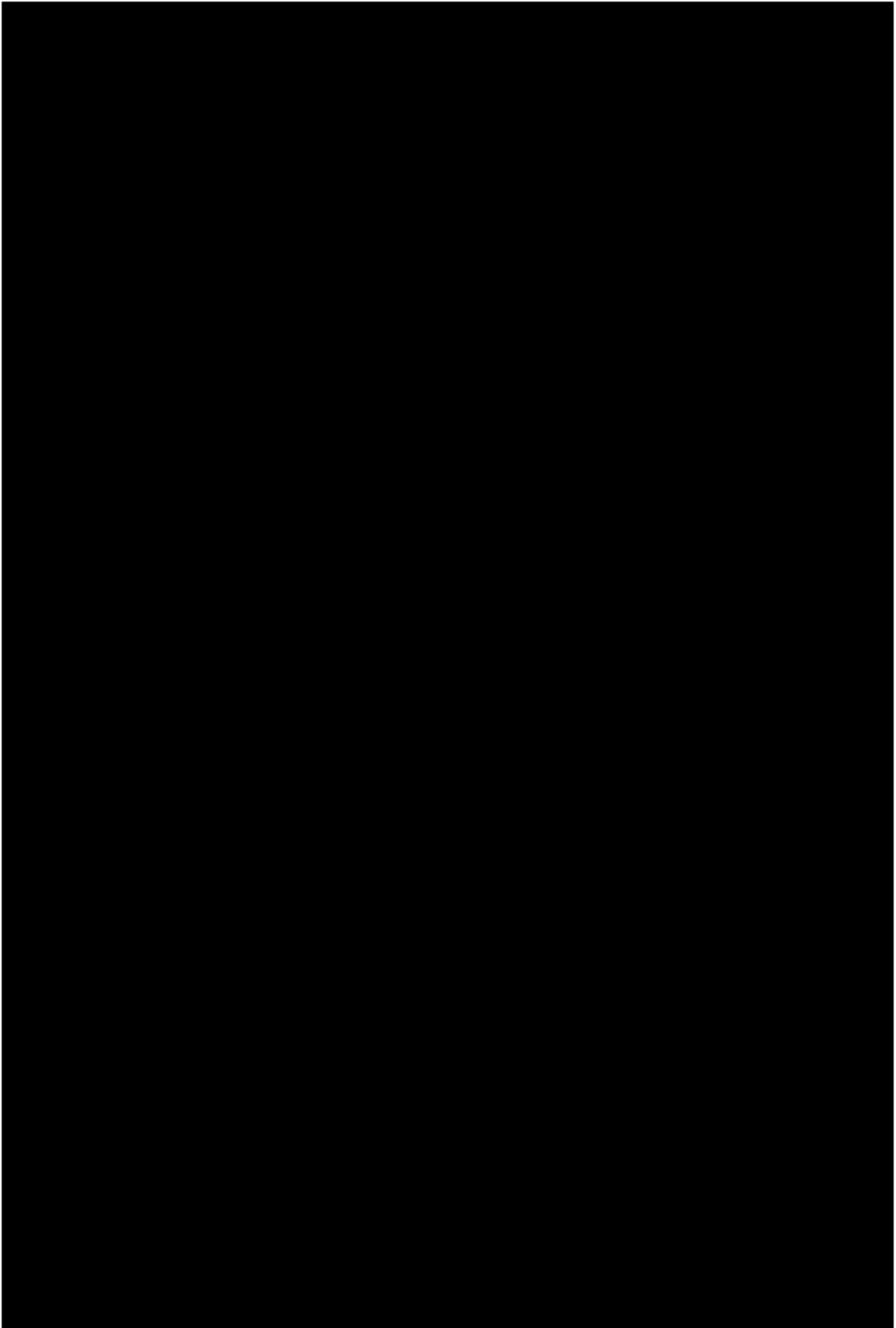
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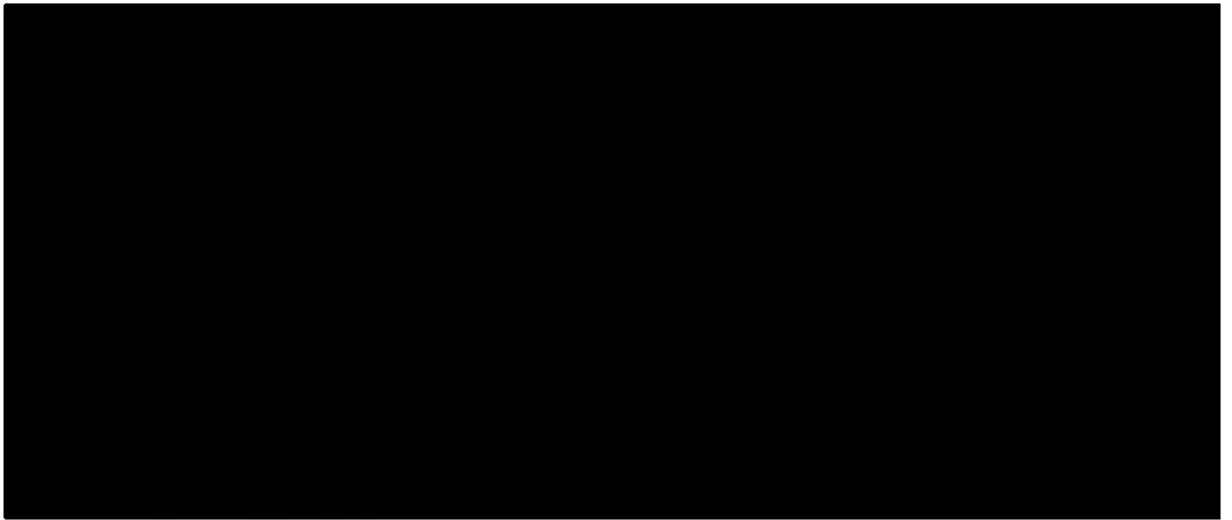
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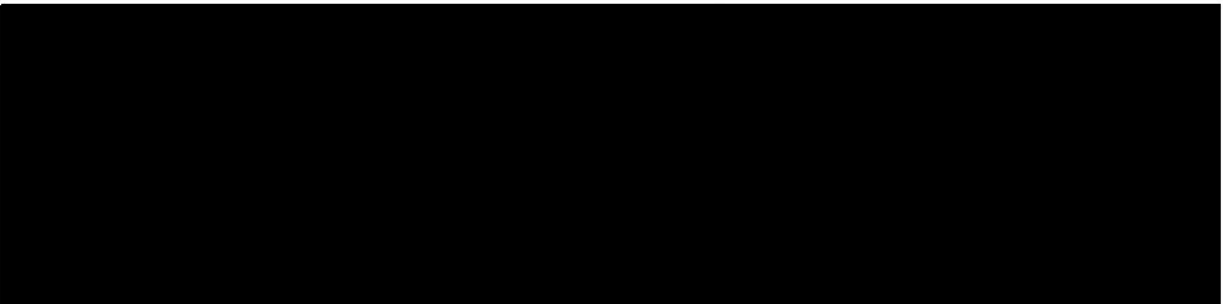
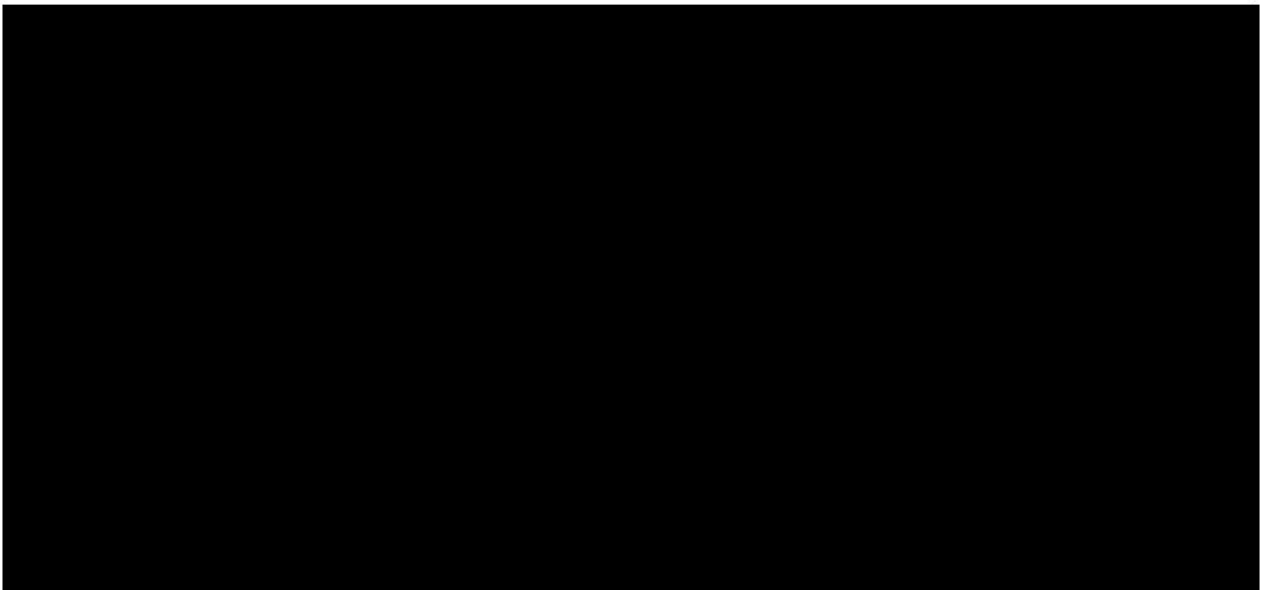
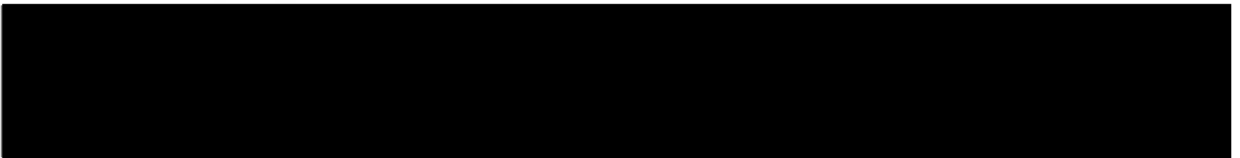


4.8 Goods and Services Tax

- (a) If a party to this Agreement (the "**Supplier**") makes a supply under or in connection with this Agreement and is liable by law to pay GST on that supply, the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.



- (d) Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Agreement.



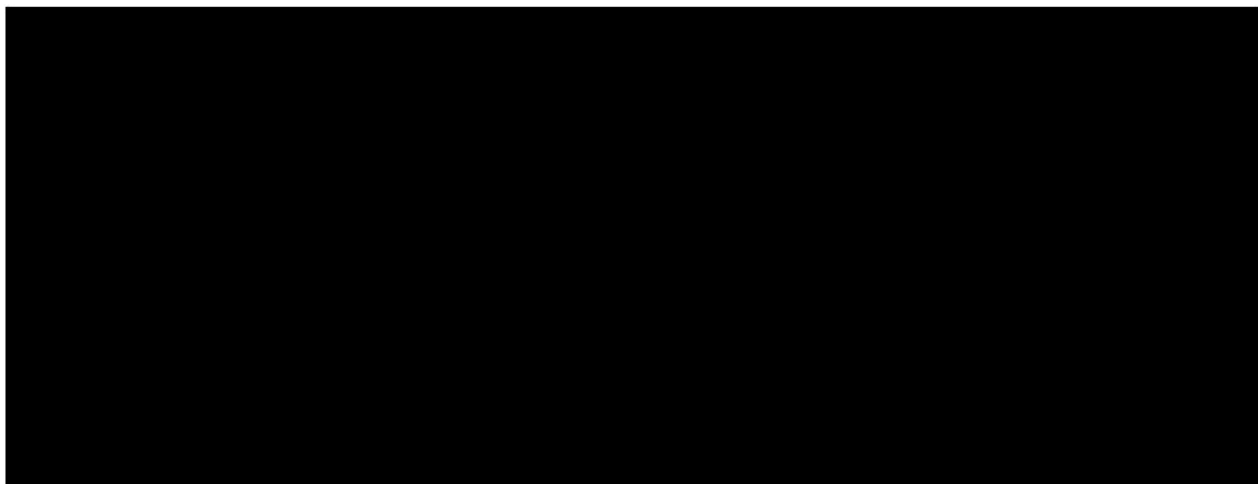
5. RESOURCES - Furniture, Fittings and Equipment

5.1 Fixed Catering Equipment

- (a) The Council will make available the Fixed Catering Equipment for the use of the Caterer.



- (b) The Fixed Catering Equipment will be recorded on the Fixed Catering Equipment Asset Register which will be updated at the commencement of any Further Term of the Agreement.



5.3 Existing Furniture, Fittings and Equipment

- (a) The Council will make available the Existing Furniture, Fittings and Equipment for the use of the Caterer.
- (b) The Existing Furniture Fittings and Equipment will be recorded on the Existing Furniture, Fittings and Equipment Asset Register which will be updated at the commencement of any Further Term of the Agreement.

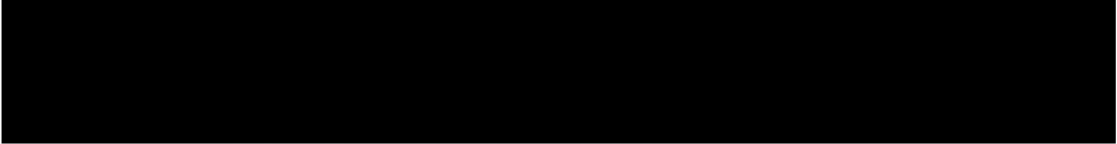
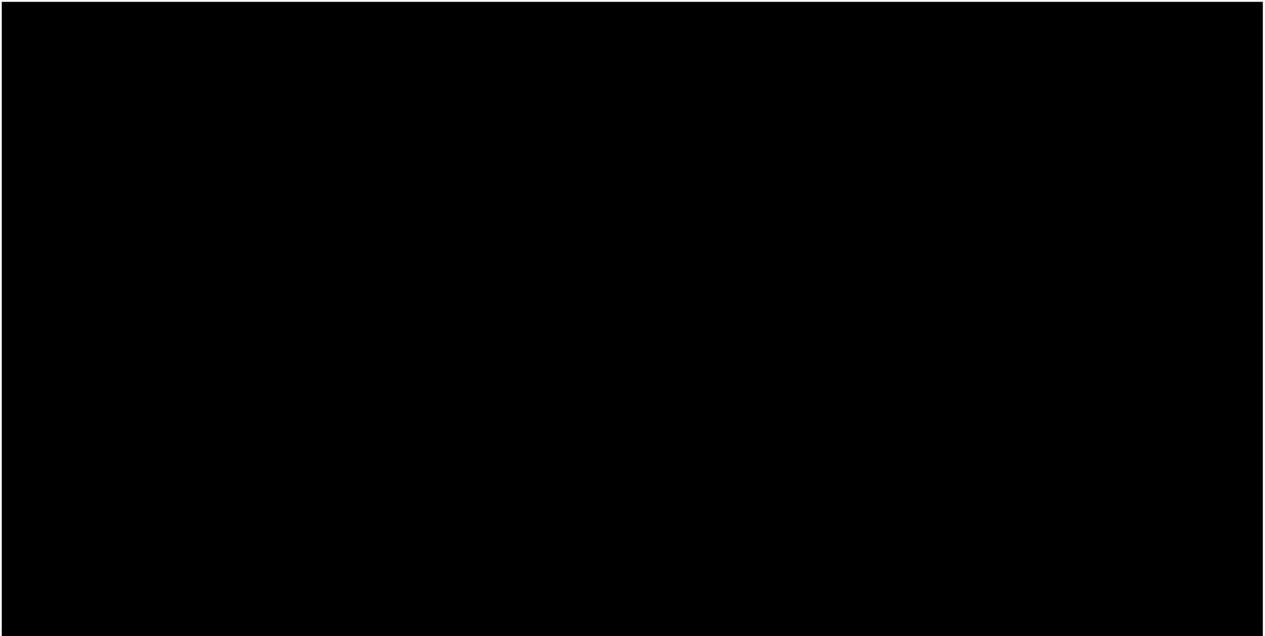
5.4 Maintenance and Ownership of Existing Furniture, Fittings and Equipment

- (a) The Caterer will be responsible at the Caterer's expense for the maintenance (and replacement where necessary) of the Existing Furniture, Fittings and Equipment in good order, repair and condition, to the reasonable satisfaction of Council throughout the Term of the Agreement, including the current par levels (600 pax) of cutlery, crockery and glassware.
- (b) The Caterer and the Council must undertake, on each anniversary of the Commencement Date, a stocktake and condition audit of the above equipment, after which the Council may direct the Caterer to repair or replace an item of Existing Furniture Fittings and Equipment.
- (c) Council will retain ownership of the Existing Furniture, Fittings and Equipment throughout the Term of the Agreement and at the Expiry

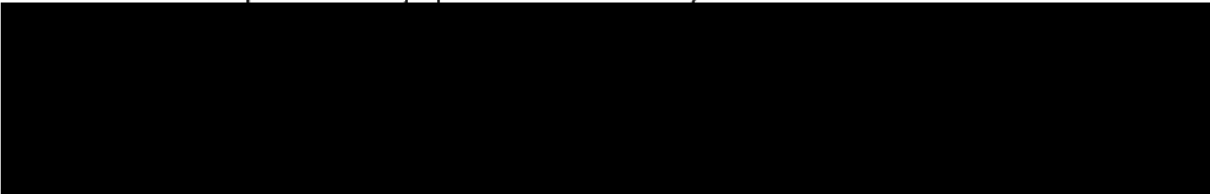

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Date (or earlier termination date) of the Agreement, these items will be returned to Council.

5.5 New Furniture, Fittings and Equipment – Capital Contribution

- (a) The Caterer may identify items (New Furniture, Fittings and Equipment) which the Caterer requires for the provision of the Catering Services under the Agreement, and which are not already included in the Fixed Catering Equipment, the Existing Furniture Fittings and Equipment, or already owned by the Caterer.
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5.7 Maintenance by the Caterer of Par Levels

- (a) The Caterer must maintain at all times agreed par levels with Council for all catering equipment such as crockery cutlery and glassware.
- (b) If following an audit in accordance with clause 10.3 the Council forms the view that there is insufficient equipment, or the equipment is in an unacceptable condition, the Council can require the Caterer to repair or replace the equipment as necessary.
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5.10 Caterer to consult with Council

The Caterer agrees to consult regularly with the Council and will observe any reasonable direction of the Council concerning the Existing Furniture, Fittings and Equipment, the New Furniture, Fittings and Equipment and the Caterer's Own Furniture Fittings and Equipment, used in the course of providing the Catering Services.

6. RESOURCES – PERSONNEL

6.1 Caterer to provide details of Personnel

- (a) The Caterer must provide details to the Council prior to the Commencement Date of the Agreement details of:
 - (i) the Personnel structure, for both the Council Venues and head office support;
 - (ii) the details of any Key Personnel, including the Caterer's Representative; and
 - (iii) any casual and agency personnel arrangements.
- (b) If there are any changes to the Key Personnel or the Personnel structure of the Caterer, the Caterer must consult with Council and ensure that any Key Personnel replacements, including the Caterer's representative, will be made with personnel with comparable skills and knowledge.

6.2 Caterer's Representative

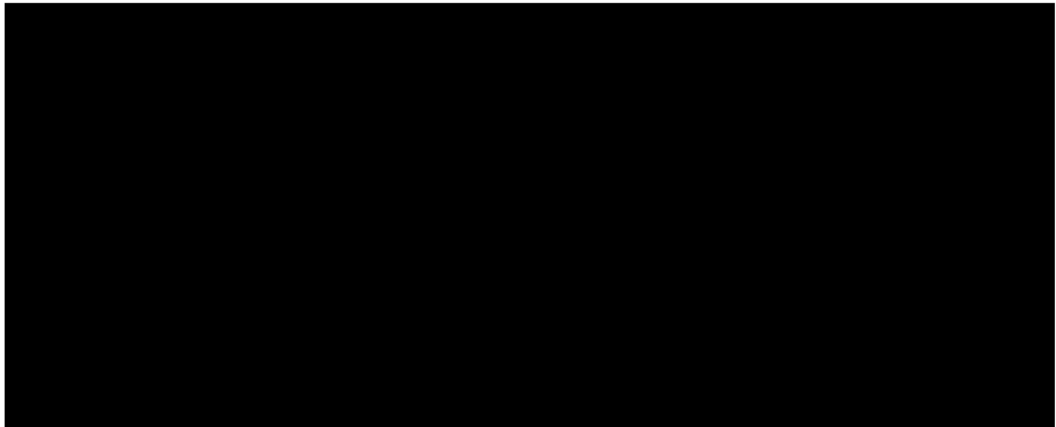
- (a) The Caterer will nominate a representative from its Key Personnel to be the Caterer's Representative.
- (b) The Caterer agrees that the Caterer's Representative has authority to receive and sign notices and written communications for the Caterer under this Agreement and accept any request or direction in relation to the Catering Services.
- (c) The Caterer may replace the Caterer's Representative from time to time by nominating a senior officer to take the place of the Caterer's Representative in writing to the Council. The Council in its absolute discretion may reject such person if it sees fit, in which case the Caterer must nominate another senior officer who is acceptable to Council.
- (d) The Council may, on reasonable grounds, give notice to the Caterer requiring it to replace the Caterer's Representative. The Caterer must promptly nominate a senior officer acceptable to the Council to take the place of the Caterer's Representative.

6.3 Requirements of Personnel

- (a) The Caterer must ensure that:



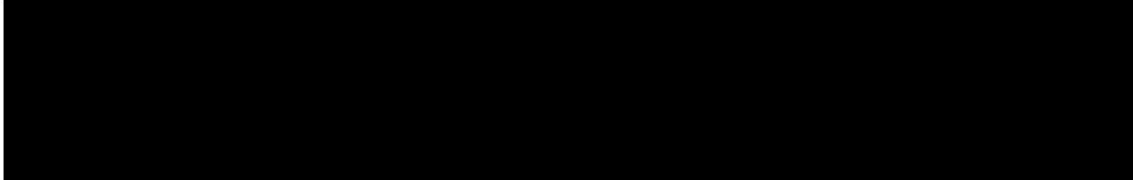
- (i) the Personnel are of good character, and are suitably skilled, experienced, trained and qualified to perform the Caterer's obligations under this Agreement;
 - (ii) the Personnel comply with all Laws applicable to the provision of the Catering Services;
 - (iii) the Personnel comply with any specific dress code and other requirements notified in writing by the Council from time to time, including any requirement to display identification (such as name tags or badges) and accreditation issued by the Council; and
 - (iv) the Personnel provide the Catering Services in a polite and helpful manner.
- (b) The Council may, at any time during the Term in its absolute discretion, give notice requiring the Caterer to remove Personnel from work relating to the Catering Services, in which case the Caterer must promptly arrange for the removal of such Personnel and ensure that any replacement Personnel are acceptable to the Council.
- (c) The Caterer is solely responsible for maintaining the employer/employee relationship with all Personnel which includes:



- (ii) ensuring Personnel comply with any other requirements notified by the Council.
- (d) The Caterer must ensure that it and its Personnel do not engage in any conduct that:
- (i) will, or is likely to, harm the City or its name, reputation or services; or
 - (ii) may bring the Caterer or the City into disrepute, scandal or ridicule.

6.4 Caterer to Supervise Personnel

- (a) The Caterer will supervise the conduct and operations of all Personnel associated with the management, conduct and operation of the Catering Services to ensure high standards of skill, hygiene, service and quality. The Caterer must not require any employee of the Council to assist it in taking delivery of any food-stuffs, or other commodities or articles.

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- (c) The Caterer will not employ or engage any person employed by the Council for the purposes of carrying out the Caterer's obligations under this Agreement other than via a bona fide recruitment process, and no employee of the Caterer or of any contractor will represent himself or herself as being a servant or agent of the Council.
 - (d) Subject to this clause 6 and with the prior approval of the Contract Manager, the Caterer may seek the assistance of Council's staff.

6.5 Caterer to Observe Industrial Law

- (a) The Caterer will observe and comply with all applicable industrial agreements, awards and determinations which apply to its Personnel in providing the Catering Services, including complying with all relevant Environmental Laws and any relevant requirements of the Workcover Authority of New South Wales.
- (b) The Caterer must keep Council notified as to any changes to its industrial relations arrangements from the date of this Agreement.

6.6 On-Site Contact


The Caterer must at all times provide an onsite contact, to the satisfaction of Council, as the principal on site contact with Council.

6.7 Responsibility for Personnel

The Caterer will at all times and in all respects be fully responsible for the acts and omissions, whether negligent or otherwise of its Personnel and must ensure that all its Personnel comply fully with the terms of this Agreement.

7. OPERATIONAL REQUIREMENTS

7.1 Town Hall Liquor Licences

- (a) During the Term and any Further Term the Caterer must operate using the Town Hall Liquor Licences for all Catering Services provided within Town Hall or Town Hall House.
 - (b) The Caterer must provide the Council with a Beverage Management Plan which must be approved by Council prior to the Commencement Date and which is attached as Schedule 8 to this Agreement.
 - (c) The Council will grant the Caterer the use of the Town Hall Liquor Licences, provided that the Caterer complies with the Beverage Management Plan.
 - (d) The Caterer must comply with all additional conditions and controls
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relating to the service of liquor that apply within the Sydney CBD Entertainment Precinct, as defined by the relevant Authority, and as updated or amended from time to time.

- (e) The Caterer acknowledges that the ownership of the Town Hall Liquor Licences will remain with the Council for the Term of this Agreement.

7.2 Caterer's Liquor Licence – other Council Venues

The Caterer must operate under its own Caterer's Liquor Licence for Catering Services provided at all other Council Venues other than Town Hall and Town Hall House.

7.3 Commitment to the Safe and Responsible Service of Alcohol

The Caterer must at all times demonstrate commitment and experience with the safe and responsible service of alcohol.

7.4 Caterer to Comply with Liquor Act

The Caterer and its Personnel must at all times comply with the conditions of the Town Hall Liquor Licences and the Catering Liquor Licence and all the provisions of the Liquor Act and other Laws applicable to the Catering Services.

7.5 Disclosure to Relevant Licensing Authority

While the Town Hall Liquor Licences are held by an employee of the Council, the Council will ensure that the interest of the Caterer in the Town Hall Liquor Licences is disclosed by the Council Licensee to the relevant licensing Authority in accordance with the Liquor Act.

8. OBLIGATIONS OF THE CATERER

8.1 Positive Obligations

The Caterer must:

- (a) provide the Catering Services in accordance with this Agreement, the KPIs and the Required Service Levels during the Term (and any Further Term of this Agreement) as determined in accordance with clause 12 and set out in Schedule 5 of this Agreement;
- (b) obey all reasonable instructions given by the Contract Manager in connection with the conduct and operation of the Catering Services;
- (c) use the Catering Spaces solely for the purposes for which they were designed and not to damage or destroy them;

- (e) permit the inspection of the Catering Spaces by any person authorised by the Contract Manager at all times upon reasonable notice (except in the case of emergencies where little or no notice may be given);
- (f) be responsible for the delivery, security and insurance of any products, goods or equipment brought upon or placed in or upon the Catering Spaces or any other part of Council Property, by or for the Caterer;
- (g) at all times maintain high standards of hygiene and general cleanliness in the provision of the Catering Services;
- (h) at all times be responsible for the general cleanliness of all the Catering Spaces to a standard satisfactory to the Council and/or any relevant Authority;
- (i) take all reasonable precautions to ensure that the kitchen and storage areas within the Catering Spaces are free of rodents, vermin, insects, pests, birds and animals and shall not allow any rubbish, trade waste, cartons, boxes, produce or accumulation of useless property within the Catering Spaces;
- (j) keep and maintain the areas surrounding the Catering Spaces in a clean and tidy condition;
- (k) at all times, to the reasonable satisfaction of Council, dispose of all waste material, refuse and garbage arising from or in connection with the Catering Services in a hygienic, safe and efficient manner;
- (l) be responsible for the cost of the removal of any waste material, refuse and garbage arising from or in connection with the Catering Services, from the designated collection points;
- (m) obtain any additional storage space required by the Caterer outside of Councils Property, at the Caterer's cost;
- (n) at all times comply with Councils Policies;
- (o) prepare and maintain a Sustainability and Environmental Management Plan to Council's satisfaction which plan must be finalised by the agreement of the parties with 6 months of the Commencement Date, and reviewed annually, on each anniversary of the Commencement Date, by the parties;
- (p) at all times be aware of its responsibilities in the Council's Emergency Evacuation Plans;
- (q) at the Commencement Date, ensure that a nominated representative of the Caterer is inducted into the relevant Emergency Evacuation Plan, by the chief fire warden for the relevant Council Property;
- (r) at all times throughout the Term of this Agreement ensure that all relevant Personnel attend any emergency evacuation refresher training scheduled by the Council at the cost of the Caterer;

- (s) ensure that its Personnel, comply with any lawful direction of the Contract Manager in the event such direction is given for the safety of the public (such as in the case of fire) or for industrial or other reasons;
- (t) be responsible for the site induction, consistent with Council's requirements, of all the Caterer's Personnel including front line Personnel, (but excluding the site induction of Key Personnel which will be the responsibility of Council) for the Term of this Agreement;
- (u) accurately complete and provide to Council the WHS Returnable Documents consistent with the requirements set out in the Specification and in accordance with the due dates set out in Item 9 of the Reference Schedule;
- (v) acknowledges that complying with the requirements set out in the Specification does not reduce the responsibilities of the Caterer in identifying hazards and assessing and controlling the risks associated with WHS in the delivery of the services; and
- (w) be responsible for the internal security of any products, goods or equipment brought upon or placed in or upon the Catering Spaces or any other part of Council Property, by or for the Caterer.

8.2 Negative Obligations

The Caterer must not:

- (a) store any goods, furniture, catering equipment anywhere else in Council's Property other than in the specified Catering Spaces (without prior approval from Council);
- (b) create a nuisance or interfere with the comfort of patrons, members of the public, and Hirers, or create a nuisance or interfere with any performances being held in or around the Council Venues or on Council Property;
- (c) install or permit to be installed or enter into any agreement for the installation of vending machines for the dispensing of Products in the Catering Spaces without the prior written approval of Council;
- (d) be entitled to any commission or compensation from Council in respect of any vending machines installed by Council;
- (e) permit or suffer any noisy, riotous, disorderly, offensive or improper conduct in any Council Venues;
- (f) permit or suffer any person who is drunk or involved in any riotous, disorderly, offensive or improper conduct to remain in the Council Venues and will immediately seek direction from Council officers as to how to respond to such conduct;
- (g) unless clearly marked as a "smoking area" and approved by Council, permit smoking on any Council Venues including the front steps of Town

Hall;

- (h) use or permit to be used the Council's name or any images, in any advertising or promotional material except with the prior written consent of the Council;
- (i) distribute any marketing or promotional materials relating to the Catering Services, without the prior written approval of the Contract Manager, such approval not to be unreasonably withheld;
- (j) engage in any activity that may result in a perception of, or a conflict of interest arising or continuing, and must notify the Council immediately in writing of any conflict or risk which may arise during the Term, and take such steps as the Council may reasonably require to resolve or otherwise deal with the conflict or risk;
- (k) bring into the Catering Venues any object of such a size or weight that it may cause overloading or strain to the floor or walls of any Council Property or cause any other damage to any Council Property;
- (l) store chemicals, flammable liquids, volatile or explosive oils, or anything that may constitute a bulk fuel load in the Catering Spaces except to the extent they are necessary for the conduct of the Catering Services, and must provide details of all items referred to in this sub clause (l) to Council prior to their use/storage in the Catering Spaces; and
- (m) permit any naked flames in any of the Council Venues or Catering Spaces without the specific written approval from the Council.

9. REPAIRS /REFURBISHMENT /ADDITIONS /ALTERATIONS BY COUNCIL

9.1 Council may repair

- (a) At any time after giving the Caterer reasonable notice (except in an emergency when no notice of intended entry is required), the Council may enter upon the Catering Spaces with any consultants, workmen, other persons or materials needed to:
 - (i) comply with any request, requirement, notification or order (for which the Caterer is not liable under this Agreement) of any Authority; or
 - (ii) carry out repairs, renovations, maintenance, modifications, extensions or alterations to Council Venues or Catering Spaces or any Services which the Council believes are necessary in its absolute discretion.
- (b) When exercising its powers under this clause 9.1, the Council must use all reasonable endeavours to cause as little inconvenience to the Caterer as is possible in the circumstances.

9.2 Additions and alterations to Council Venues – Effect on Catering Spaces

- (a) The Council may cause the construction of alterations or additions to Council Venues in particular Town Hall or Town Hall House, by constructing, improving, extending, varying, amending, refurbishing any part of Council Property, other than the Catering Spaces.
- (b) The Council must first give the Caterer not less than 3 months' notice of its intention to carry out any of the above activities, other than in the case of an emergency where the Council must give the Caterer the maximum period of notice that is reasonably practicable in the circumstances.
- (c) For these purposes the Council may:
 - (i) interrupt the water, gas, electrical and other Services to the Catering Spaces but in such a manner as to minimise so far as is practicable any inconvenience to or interruption to the business of the Caterer; and
 - (ii) alter, inhibit and obstruct to a substantial extent the access to the Catering Spaces
 - (iii) Should any of the above have a negative impact on the delivery of the Services, the parties will meet in good faith to agree a reasonable solution.
- (d) Except to the extent expressed otherwise in this Agreement, if:
 - (i) the Council carries out any works contemplated by this clause 9.2; or
 - (ii) any Services to or from the Catering Spaces are interrupted; or
 - (iii) access or the flow of persons who use the Catering Spaces is altered, inhibited or obstructed;

then the Caterer will not be entitled to terminate this Agreement or take any action, or claim compensation, damages or abatement Fees or other moneys payable under this Agreement by reason of the same.
- (e) If a Council Venue is unavailable for Events for an extended period of time, Council and the Caterer may negotiate a Suspension Period and establish an interim operational plan to ensure any Catering Services which are required may be delivered. The parties acknowledge that if as a result of the Works, or any unforeseen or additional works, a negative impact is caused on the delivery of the Services, the parties will meet in good faith to agree a reasonable solution.
- (f) The parties acknowledge that a Suspension Period as described in sub clause 9.2(e) will not constitute a variation to this Agreement.

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- (g) The Caterer acknowledges that no additional term or extension to the Term or any Further Term will be granted by Council other than the Suspension Period.
- (h) The Caterer acknowledges that Council will not be liable for any claims by the Caterer for compensation as a result of any Suspension Period.

9.3 Specific Refurbishment/Upgrade Projects

- (a) The Caterer acknowledges that the Council intends to carry out the following capital/plant & asset works projects (**Works**) as described in the Specification, that may impact on any catering operations. These works include:
 - (i) Upgrade to Lift 9 Town Hall House; and
 - (ii) Upgrades to Centennial Hall including roof and backstage facilities; and
 - (iii) Upgrade to the George Street entrance
- (b) The Council will endeavour to give as much notice as possible to the Caterer of the Works and will endeavour to minimise any disruption or down time to the Caterer when carrying out the Works.
- (c) In the event of an unforeseen or additional refurbishment/upgrade works not included in subclause 9.3 (a), the Council will use its best endeavours and work with the Caterer to minimise any impact on catering operations. The parties will meet in good faith to agree a reasonable solution.
- (d) The Council must endeavour to give the Caterer a minimum of 2 months written notice of the unforeseen or additional works .
- (e) The Caterer acknowledges that Council will not be liable for any claims by the Caterer for compensation as a result of the Works, or any unforeseen or additional works, except to the extent caused by the Council's, its' employees or agents negligence, wilful misconduct or deliberate act.

10. FINANCIAL REPORTING AND BUSINESS PLANNING

10.1 Caterer to Maintain Accounts

The Caterer will keep and maintain complete and accurate accounts and records of all income and expenditure of the Caterer arising from the delivery of the Catering Services under the Agreement, during the Term and for a minimum of 5 years afterwards.

10.2 Caterer's Annual Budget

The Caterer will no later than 31 March in each year present to the Council a revenue budget and forecast for the next financial year.



10.3 Accounts Open for Inspection

- (a) The Accounts will at all times be open to audit and inspection by the Council or any person authorised by the Manager for the purpose described in clause 10.3(b) of this Agreement.
- (b) The Caterer must permit the Council, its personnel or approved agents access, on at least 5 Business Days' prior notice in writing and not more than twice in any 12 month period, to:
 - (i) the Caterer's accounts and any other records relating to the provision of the Catering Spaces;
 - (ii) any other material or thing to which the Council reasonably requires access,

in order to, at the City's cost:

- (i) assess the Caterer's compliance with this Agreement,
- (ii) verify the Fees; or
- (iii) satisfy any legal or regulatory requirements imposed on Council.

10.4 Defective Accounts

If the Council forms the reasonable opinion that:

- (a) there is any defect or irregularity in the Accounts;
- (b) there is any material defect or irregularity in the Caterer's annual report to the Council; or
- (c) the Accounts do not contain a true and fair report of the matters with which they purport to deal,

then the provisions of clause 16 will apply.

10.5 Proper Use of Cash Registers

If there is a Function or Event held in a Council Venue that requires the use of cash registers, the Caterer will ensure that all cash registers used will have duplicate audit rolls which are to be kept in date order and made available for inspection by the Council at all reasonable times.

11. PERFORMANCE REPORTING

11.1 Quality Standards – KPIs

- (a) Council and the Caterer will agree the KPIs and reporting requirements as detailed in this clause 11 and Schedule 5.
- (b) The Caterer will meet with the Contract Manager for monthly review

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meetings, and other meetings as reasonably required, in order to monitor performance under this Agreement, including an assessment of performance against the Quality Control System, KPIs and Required Service Levels.

- (c) It is intended that every third monthly review meeting will be extended to formally review the Caterer's performance according to the KPI's and quality assurance requirements of this Agreement.
- (d) Should any of the KPIs be considered irrelevant or unworkable the Council and the Caterer must meet in good faith and agree on an alternative KPI(s) as may be required under the Agreement.
- (e) The Caterer must ensure that all reports provided under this clause 11 contain all required information and are accurate and not misleading in any respect.

12. WARRANTIES

12.1 Mutual warranties

Each party represents and warrants that:

- (a) **(Power)** it has full legal capacity and power to:
 - (i) own its property and to carry on its business; and
 - (ii) enter into this Agreement and to carry out the transactions that it contemplates.
- (b) **(Corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted,
 - (iv) and it is complying with any conditions to which any of these Authorisations is subject;
- (a) **(Documents effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting



creditors' rights generally), subject to any necessary stamping or registration;

- (i) (**Solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (ii) (**No Controller**) no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

12.2 Caterer's Warranties

The Caterer warrants to the City that, at the Commencement Date and at all times during the Term:

- (a) it has obtained all Authorisations and insurances required under any Laws to carry out its obligations under this document;
- (b) all work performed by the Caterer and its Personnel under this Agreement will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Caterer's size and experience;
- (c) all Catering Services supplied under this Agreement will be in conformity with the Specification in Schedule 1 and any other requirements referred to in any Schedule attached to this Agreement;
- (d) it is not aware of any matter which may materially affect the Caterer's ability to perform its obligations under this document;
- (e) all information provided by the Caterer or set out in this Agreement is complete, true, accurate and not misleading in any respect;
- (f) except as disclosed in this Agreement, all equipment regularly supplied or used by the Caterer in connection with the provision of the Catering Services is owned by the Caterer and is not subject to any encumbrance (excluding equipment supplied for ad-hoc or temporary requests which may be hired or borrowed);
- (g) all Personnel will be appropriately trained and experienced;
- (h) the supply of the Catering Services in accordance with this Agreement and applicable Laws, will not:
 - (i) breach any Laws or infringe the rights (including Intellectual Property Rights) of or duties owed to any person, whether under contract, statute, common law or otherwise; or
 - (ii) prejudice or compromise the reputation of the Council; and
- (i) it is able to perform the Catering Services in accordance with clauses 2.4,

2.5, and 2.6 of this Agreement; and

- (j) it will comply with the provisions in clause 6 in respect of all Personnel.

13. INDEMNITY

13.1 Caterer Must Indemnify Council

The Caterer must indemnify the Council and each of its employees and agents against, and pay on demand the amount of, all losses, liabilities, costs, expenses and Taxes to the extent arising out of or incurred in connection with:

- (a) any injury to or death of any person or any damage to or loss of property caused by the Caterer;
- (b) any breach of this document by the Caterer (including a breach of any warranty and/or a breach for which the Council terminates this document);
- (c) any negligence, wrongful act or omission, or breach of statutory duty by the Caterer or by its employees, contractors, officers or suppliers; and
- (d) fraud, misrepresentation or wilful misconduct by the Caterer; or
- (e) any infringement claims under clause 12.2 (h),

to the fullest extent permitted by law. For the avoidance of doubt, the *Civil Liability Act 2002 (NSW)* does not apply to this document.

13.2 Limitation of Liability

If the Council makes a claim against the Caterer for any act or omission relating to the Agreement (including claims based on contract, tort (including negligence), common law, equity, statute or otherwise) the Caterer's liability is limited in aggregate to the greater of:

- (a) The amount limited to an amount to be agreed between the parties; and

The limitation of liability in clause 13.2 does not apply to the Caterer's liability for claims relating to breach of confidence, death and personal injury and property damage, which is unlimited.

In no event will either party be liable to the other party, its employees, agents or contractors for any loss or other damage to revenue, profits or goodwill or interruption of business.

14. INSURANCE

14.1 Insurance policies

While this document is in force, the Caterer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances with a reputable insurance company to cover its liabilities under this agreement:

- (a) worker's compensation insurance or registrations as required by law;

- (b) public and products liability insurance, written on an occurrence basis with a limit of indemnity of not less than \$20,000,000.00 for each and every occurrence giving rise to a public liability claim and with a limit of indemnity of not less than \$20,000,000.00 for each occurrence and in the aggregate in any 12 month policy period giving rise to a products liability claim, which covers the liability of the Caterer and its Personnel (including to each other):
 - (i) loss of, damage to, or loss of use of, any tangible property, including any of the Caterer's stock used in the provision of the Catering Services;
 - (ii) the bodily injury of, disease or illness to, or death of, any person (including worker to worker liability but excluding any liability insured under the insurance referred to in clause 14.1(a)); arising out of or in connection with the performance of this document by the Caterer;
- (c) property insurance for the Caterer's Furniture Fittings and Equipment; and
- (d) compulsory third party insurance and third party liability property damage insurance for a minimum amount of \$30,000,000.00 for any motor vehicle used by the Caterer in provision of the Catering Services.

14.2 Term of insurance

The insurances referred to in clause 14.1 must be effected on or before the Commencement Date and be thereafter maintained until the expiry or termination of this Agreement.

14.3 Evidence of policies

The Caterer must, whenever requested by the Council, provide the Council with a certificate of currency evidencing compliance with clause 14.1.

15 GUARANTEE

15.1 Caterer to provide Guarantee

The Caterer must deliver the Guarantee for the Guarantee Amount in Item 6 of the Reference Schedule to the City at the Commencement Date of this Agreement. The Guarantee must be valid for 12 months following the conclusion of the Term.

15.2 Adjustment of Guarantee Amount

- (a) The Council reserves the right to review the Guarantee Amount, annually on each anniversary of the Commencement Date, in the context of the performance of this Agreement, and adjust the Guarantee Amount accordingly.
- (b) The revised Guarantee Amount must not be less than the amount held at the Commencement Date or the preceding adjustment date.

15.3 Right of Council to claim on Guarantee

If at the date of termination of this Agreement (whether by expiration of time or termination of the Agreement under clause 16, without limiting the Council's rights under clause 16.4 or other enforcement rights, the Council may apply (without notice) any amount due from the Guarantee, towards satisfaction of:

- (a) any Fees due and owing to Council in accordance with clause 3;
- (b) any damages, costs and expenses recoverable by the Council from the Caterer in consequence of the Caterer's breach of this Agreement; and any costs in rectifying any damage caused by the Caterer in its occupation of the Catering Spaces or the removal of any of the Caterer's equipment; and
- (c) any costs under clause 16.7 in the storage and/or disposal of the Caterer's equipment.

15.4 Expenditure by the Council

If the Council claims on the Guarantee in accordance with the above clause 15.3, then the Council:

- (a) is not required to expend more money than the Guarantee Amount and or
- (b) may expend more than the Guarantee Amount. If the City expends more money than the Guarantee Amount, then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Caterer.

15.5 Top-up and return of Guarantee

If the Council calls upon the Guarantee in accordance with this clause 15 then the Caterer must immediately provide to the City a replacement Guarantee to ensure that, at all times until the Guarantee is released twelve months after the Expiry Date of this Agreement, the City is in possession of a Guarantee for a face value equivalent to the Guarantee Amount.

16. TERM AND TERMINATION

16.1 Term

This Agreement commences on the Commencement Date and, unless otherwise extended under clause 18 or terminated on its terms, expires on the Expiry Date.

16.2 Further Terms

The Council may extend this document for the Further Term specified in clause 18 commencing on the Expiry Date or the expiry of a previous Further Term (as applicable), by giving written notice to the Caterer no later than 2 months prior to the Expiry Date or the expiry of a previous Further Term (as applicable). The maximum number of Further Terms is three (3).

16.3 Termination for convenience

Either party may, without prejudice to any other rights and remedies it may have under this document or at law, at any time on the provision of at least 12 months notice terminate this Agreement by notice in writing to the other party. If this Agreement is terminated in accordance with this clause 16.3, then:

- a) the provisions of this clause 16 will apply;
- b) the City will not be liable to pay any compensation to the Caterer in exercising its rights under this clause.

16.4 Termination for the Caterer's default

The Council may, without prejudice to any other rights and remedies it may have under this Agreement or at law, immediately terminate this Agreement by notice in writing to the Caterer, if:

- (a) the Caterer fails to comply with its obligations under clause 3.1; or
- (b) the Council reasonably believes that the Caterer's access or connection to Council's Property is impairing, interfering with or damaging any part of Council's Property or the operation of any other equipment or service of the Council (including but not limited to any customers, tenants or service providers of Council) and the Caterer does not cease such conduct within a reasonable period of time;

For the avoidance of doubt, the Council will allow the Caterer time to rectify on the following basis:

- (i) in accordance with clause 16.4 (c);
 - (ii) the Council will allow for up to 3 notices to rectify a breach by the Caterer in one Term; and
 - (iii) after 3 notices the Council may terminate the Agreement.
- (c) the Caterer is in breach of the following obligations under this Agreement and has failed to rectify the breach within 15 Business Days after receipt of written notice from the Council or any further time allowed by the Council:
- (i) the obligation to pay the whole or any part of the Fees in accordance with clause 4 of this Agreement as and when due;
 - (ii) the obligation of the Caterer to provide acceptable replacement Personnel under clause 6 of this Agreement;
 - (iii) the obligation of the Caterer not to commit or permit any other person under its control to commit a breach of the Town Hall Liquor Licence or the Caterer's Liquor Licence;
 - (iv) the obligations of the Caterer in respect of Accounts in accordance



with clause 10 of this Agreement;

- (v) the obligation of the Caterer to meet the agreed Required Service Levels and the KPIs forming part of the Quality Control System as set out in Schedule 5;
- (vi) the obligation of the Caterer after it has been issued with a Quality Standards Notice to remedy any failure within the time specified in the Quality Standards Notice;
- (vii) the obligation not to breach any of its warranties in clause 12.2.
 - i. an Insolvency Event occurs in respect of the Caterer;
 - ii. the Caterer acts in a way that in Council's opinion (acting reasonably) may cause harm or bring into disrepute or otherwise adversely affect the reputation or image of the Council;
 - iii. a material change in ownership or control of the Caterer occurs which in the reasonable opinion of the Council:
 - 1. adversely affects the Council's rights;
 - 2. adversely affects the Caterer's ability to perform its obligations under this Agreement; or
 - 3. is otherwise contrary to the Council's interests;

16.5 Survival of Clauses

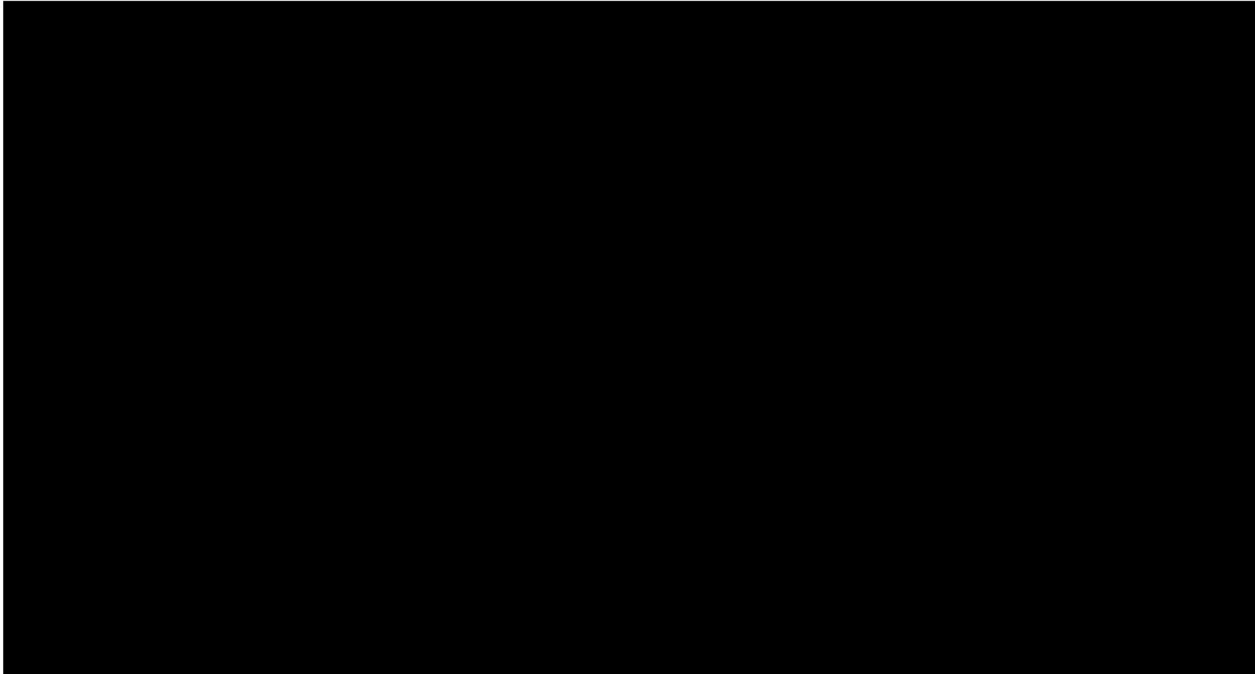
The following clauses survive termination or expiry of this: clause 1 (Interpretation), clause 10 (Financial Reporting), clause 13 (Indemnity), clause 14 (Insurance), clause 16.6 (Consequences of Termination), clause 17 (Disengagement), clause 19 (Dispute Resolution), clause 20 (Notices) clause 21 (Amendment and assignment) and clause 22 (General).

16.6 Consequences of termination

- (a) If the Council terminates this Agreement then, without limiting any other rights or remedies of the Council under this Agreement or otherwise, the Caterer must take all steps reasonably necessary to minimise any loss the Council may suffer as a result of the Expiry or termination of this Agreement; and
- (b) The Caterer will not be required to make any payment of Fees in respect of Catering Services not yet supplied on the effective date of termination; and
- (c) The City may recover from the Caterer all Fees in respect of Catering Services provided by the Caterer up to the effective date of Termination.

16.7 Exit Arrangements

Upon the Expiry Date or earlier termination of this Agreement, the Caterer must:

- (a) within 7 days of the Expiry Date or earlier termination of this Agreement, remove the Caterer's Own Furniture Fittings and Equipment;
 - (b) leave all Fixed Catering Equipment, Existing Furniture Fittings and Equipment and New Furniture Fittings and Equipment at the Catering Spaces;
 - (c) leave the Catering Spaces and any other areas within the Council Venues in good, tidy, hygienic and clean condition;
 - (d) within one month of the Expiry Date or earlier termination of this Agreement, transfer all unspent funds in the BDF to the Council in accordance with clause 4.7; and
 - (e) within one month of the Expiry Date or earlier termination of this Agreement, transfer all unspent funds allocated to the Capital Contribution Fund to the Council in accordance with clause 4.6.
- 

17. DISENGAGEMENT

17.1 Application

This clause 17 applies whenever the Catering Services are to be terminated. This includes:

- (a) 2 months before the Expiry Date or the expiry of a previous Further Term (as applicable); or
- (b) if the Catering Services are terminated before that date, the date on which the Council issues a termination notice in respect of this Agreement.

17.2 Objectives

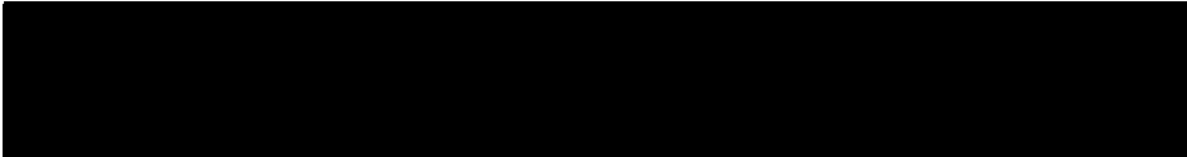
The purpose of the Disengagement Services is to:

- (a) enable the Council or its nominee to perform the Catering Services from the end of the Disengagement Period; and
- (b) eliminate or minimise any disruption to the Catering Services (including the Disengagement Services) as a result of the transition of the Catering Services from the Caterer to the Council or its nominee.

17.3 Requirements for Disengagement

- (a) The Caterer must ensure that as part of the Disengagement Services:
 - (i) the Council has a right to use the Furniture Fittings and Equipment other than the Caterer's Own Furniture, Fittings and Equipment, following the Disengagement Period at no cost to the Council (other than agreed maintenance and support fees);
 - (ii) it makes available to the Council all of its Personnel and provides all resources necessary to maintain the provision of the Catering Services while the Disengagement Services are being performed;
 - (iii) there is no degradation of Required Service Levels or quality of service during the Disengagement Period; and
 - (iv) there is no interruption to the Catering Services during the Disengagement Period.
- (b) The Caterer must use its best efforts to ensure that the Disengagement Services are completed by the end of the Disengagement Period.

17.4 Implementation of Disengagement

- (a) The Caterer must ensure that, at all times during the Term, on 30 days' notice it is able to deploy all necessary resources to complete the Disengagement Services.
 - (b) If clause 17 applies, the Caterer must, unless directed otherwise by the Council:
 - (i) do all things necessary to effect the Disengagement Services; and
 - (ii) ensure that all permitted subcontractors comply with this clause 17.
 - (c) The Caterer acknowledges all Required Service Levels and quality of service apply during the Disengagement Period.
- 

17.5 Third party services

The Caterer will make available to the Council or its nominee the contact details of any party providing third party services utilised by the caterer in the performance of the Catering Services. For the avoidance of doubt, if the Council elects to use any third party services made available to the Council by the Caterer pursuant to this clause, the Council will be solely liable for any costs, fees or other liabilities arising in respect of the use of those services by the Council.

17.6 Assistance to third parties

If the Council appoints a third party to assume its role in relation to any or all of the Catering Services, the Caterer must provide all reasonable assistance to that third party during the Disengagement Period and in performing the Disengagement Services.

18. OPTION FOR FURTHER TERM

18.1 Council May Notify

The Council may at least 4 months before the Expiry Date notify the Caterer in writing that the Council wishes to allow the Caterer to continue in occupation for a Further Term. The parties agree that the terms of the agreement for the Further Term will be the terms of this Agreement with the exception that the parties will promptly meet in good faith to establish the following:

- (a) any minor amendment or alteration to the terms of this Agreement agreed by the parties to be necessary for the ongoing provision of the Catering Services;
- (b) an appropriate Catering Commission for the Further Term (which in any event must not be less than the Catering Commission in the year immediately preceding the Further Term);
- (c) an appropriate amount for the Guarantee to be held as security for the further term, which must not be less than [REDACTED]

18.2 Council Not Compelled

If the parties (acting reasonably) are unable to reach an agreement in respect of the Further Term within 4 weeks of the date of the service of the notice by Council on the Caterer, the Council may by notice in writing withdraw the offer of the Further Term and proceed to engage another party for some or all of the Catering Services for Council Venues at its sole discretion. No claim for monies, compensation or damages of any nature whatsoever may be made or brought by the Caterer in respect of the Council's election not to proceed with any Further Term.

18.3 Consequential Amendments to Agreement

In addition to any changes made as the result of the agreement of the parties made in accordance with clause 18.1:

- (a) the definitions of "Commencement Date" "Term" and "Further Term" will be amended to reflect the further term;
- (b) clause 2.2 will be amended by deleting three and inserting two.
- (c) the Minimum Annual Commission Payment under this Agreement will be the greater of the Catering Commission payable in the final year of the immediately preceding term and such other amount as the Council and the Caterer may agree in accordance with clause 18.1;
- (d) the definition of Guarantee will be amended to reflect the amount of the Bank Guarantee for the further term;
- (e) at the expiration of the second further term pursuant to the Term (being the term immediately following the award of the Tender), this clause 18 will be deleted with the effect that the third Further Term is the maximum Term of this Agreement.

19. DISPUTE RESOLUTION

19.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 19.

19.2 Negotiation

- (a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Caterer's Representative and the Contract Manager for resolution.
- (b) The Dispute Notice must:
 - (i) be in writing;
 - (ii) state that it is given pursuant to this clause 19; and
 - (iii) include or be accompanied by reasonable particulars of the Dispute including:
 - (A) a brief description of the circumstances in which the Dispute arose;
 - (B) references to any:
 - I. provisions of this document; and
 - II. acts or omissions of any person,
 - III. relevant to the Dispute; and
- (c) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.

- (d) Within 10 Business Days of the Referring Party giving the Dispute Notice (**Resolution Period**), the Caterer's Representative and the Contract Manager must meet at least once to attempt to resolve the Dispute.
- (e) The Caterer's Representative and the Contract Manager may meet more than once to resolve a Dispute. The Caterer's Representative and the Contract Manager may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

19.3 Condition precedent to litigation

Subject to clause 19.4 a party must not commence legal proceedings in respect of a Dispute unless:

- (a) Dispute Notice has been given; and
- (b) the Resolution Period has expired.

19.4 Summary or urgent relief

Nothing in this clause 19 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

20. FORCE MAJEURE

Either party will not be liable for any delay in or failure of performance (other than a delay or failure to make a monetary payment required under this Agreement) if:

- (a) the failure or delay arises from causes beyond its reasonable control including act of God, strike, lock-out or other industrial disturbance or labour difficult, act of public enemy, war, blockade, revolution, riot, insurrection, terrorism, civil commotion, lightning, storm, flood, fire, earthquake, explosion, any action, inaction, demand, order, restraint, restriction, requirement, prevention, frustration or hindrance by or of any government or government authority, embargoes, unavailability of essential equipment, chemicals or other material, unavoidable accident, lack of transportation, and any other cause whether specifically referred to above or otherwise which is not within its reasonable control; and
- (b) that party has taken all proper precautions, due care and reasonable alternative measures with the object of avoiding the delay or failure and of carrying out its obligations under this Agreement (although nothing will require a party to settle or compromise a labour dispute or incur any substantial expense, if to do so would in its sole discretion be contrary to its best interests.

21 NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to

have been received 6 working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.

- (b) A person's address and fax number are those set out in the Schedule for the Service Provider's Representative and the Contract Manager, or as the person notifies the sender from time to time.

22. AMENDMENT AND ASSIGNMENT

22.1 Amendment

This document can only be amended or replaced by another document executed by the parties.

22.2 Assignment

A party may only assign, encumber, declare a trust over or otherwise deal with its rights under this document with the written consent of the other party.

23. GENERAL

23.1 Governing law

- (a) This document is governed by the law in force in New South Wales, Australia.
- (b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

23.2 Access to information

In accordance with s121 of the *Government Information (Public Access) Act 2009 (NSW)*, the Caterer agrees to allow the Council immediate access to the following information contained in records held by the Caterer:

- (a) information that relates directly to the performance of the Catering Services by the Caterer;
- (b) information collected by the Caterer from members of the public to whom the Caterer provides, or offers to provide, services on behalf of the Council; and
- (c) information received by the Caterer from the Council to enable the Caterer to provide services to the public.

23.3 Public Disclosure

The parties agree not to make any public disclosure, communication or announcement in relation to the services outlined in this Agreement except with the prior written consent of the other party. This provision shall not apply to any public disclosure, communication or announcement for which a party

may be required to make in order to comply with any accounting, legal or other regulatory requirements.

23.4 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

23.5 Duty of cooperation

Each party must:

- (a) do all that is needed on its part to enable the other party to perform any obligation under this document which cannot be performed effectively without the co-operation of both parties; and
- (b) not do anything with the intention of making it impossible to perform its own obligations under this document, or to make it impossible for the other party to carry out its obligations under this document.

23.6 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

23.7 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

23.8 Operation of this document

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

23.9 Operation of indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

23.10 Set off

The Council at its discretion may set off or apply any amounts payable by it to the Caterer under this document towards satisfaction of any amount payable to the Council by the Caterer under this document after giving the Caterer prior written notice of its intention to do this.

23.11 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

23.12 Inconsistency with other documents

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) clauses 1-22 in this document;
- (b) any Schedule; and
- (c) the provisions of any tender document, delivery docket, invoice, account or other document of the Service Provider,

the order of precedence between them will be the order listed above, this document having the highest level of precedence, unless the Council agrees in writing to change the order of precedence.

23.13 No fetter

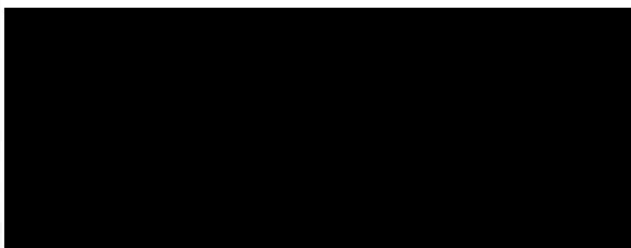
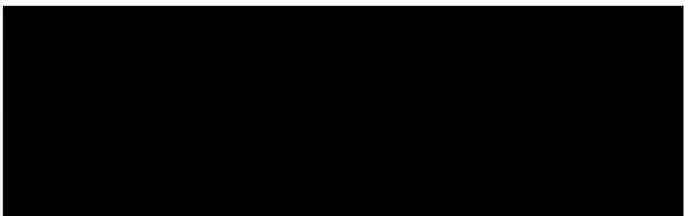

Nothing in this document in any way restricts or otherwise affects the Council's unfettered discretion to exercise its statutory powers as a public authority.

23.14 Counterparts

This document may be executed in counterparts.

REFERENCE SCHEDULE

Agreement Details

ITEM	TERM	DESCRIPTION	
1.	Contract Manager		
2.	Caterer's Representative		
3.	Commencement Date	3 July 2017	
4.	Expiry date	2 July 2021	
5.	Further Terms	Length of Further Terms (if applicable): 2 (two) years Maximum number of Further Terms (if any): 3 (three)	
6.	Guarantee		
7.	Minimum Annual Commission	Refer to Schedule 2	
8.	Utilities, Cleaning and Maintenance Levy	Refer to Schedule 2	
9.	WHS Returnable Documents	Document Description	Due Date
		Signed Acknowledgement Form of the City of Sydney Contractor Safety Book (page 19)	Commencement Date
		Injury and Incident Management	As occurs and inclusion in quarterly summary
		Personal & Protective Equipment (PPE)	Quarterly Summary

		Risk Assessments	As occurs and inclusion in quarterly summary
		Safe Work Method statements	As occurs and inclusion in quarterly summary
		Site inductions and Training	Quarterly Summary
		Personel Inductions	Quarterly Summary
		Record Management	Open for Inspection upon request
		Inspection, Testing and Maintenance	Quarterly Summary
		Hazardous Chemicals	Quarterly Summary
		Any other document which the City considers relevant to the safe delivery of the Services	As required
10.	Condition of the Catering Spaces	Dilapidation Report	To be submitted to the City within 30 days of commencement date
11.	Insurance	Insurance type	Limit of liability
		Workers compensation/Personal Accident insurance	
		Products and Public liability - \$20,000,000.00 per occurence	
		Plant and Equipment	
		Motor Vehicles - Compulsory Third Party (Greenslip), \$30,000,000 Third Party Property Damage	

SCHEDULE 1 - SPECIFICATION

Section	Title
1.1	CATERING SERVICES OVERVIEW <ul style="list-style-type: none"> • Vision for Catering Services • Sydney Town Hall Event & Client overview
1.3	OPERATIONAL ENVIRONMENT <ul style="list-style-type: none"> • Council Venues and Catering spaces included under the Agreement • Storage • Rubbish and Recycling • Carparking • Loading Dock Access • Refrigeration • Catering Office Space • Refurbishment by Council • Sustainability & Environmental Management
1.4	SALES, MARKETING AND ADMINISTRATIVE REQUIREMENTS <ul style="list-style-type: none"> • Venue Space Hiring Procedure / booking process • Product offering, menu design and review • Supply rights • Sales & Marketing Material • Yield Management and minimum catering spends • Food and Beverage Retailing opportunities during non-catered events • Liquor Licence • Catering Stand Asides for Hirers
1.55	COMMUNICATION AND INFORMATION SHARING <ul style="list-style-type: none"> • Customer Service and communication • On site presence • Use of two way radios • Development of a shared Ungerboeck working environment and information sharing • Monthly Performance Reporting and Meetings

1.6	CATERING OPERATIONAL EQUIPMENT <ul style="list-style-type: none"> • Classification of Operational Equipment • New Items of Equipment • Ongoing Reporting and Management of the Catering Operational Equipment • Care maintenance and supply of catering operational equipment
1.7	CATERING PERSONNEL REQUIREMENTS
1.8	WORKPLACE HEALTH & SAFETY AND EMERGENCY MANAGEMENT <ul style="list-style-type: none"> • Emergency Evacuation Plans • Workplace Health & Safety Responsibilities




1.1 – CATERING SERVICES OVERVIEW

The Council's Vision for Catering Services

Council is looking for a partnership with an established, industry leading Caterer that would consider Town Hall as their flagship Sydney operation and whose products and services showcase trends in contemporary catering as well as having a uniquely "Sydney" look and feel.

Considering the duration of the Agreement, we are looking for a Caterer who is able to move with market trends in the broader cultural, economic and social sphere and who can translate them into creative and achievable catering services that satisfy client's requirements, now and into the future.

This may include:

- Relationships with unique Sydney and New South Wales food and beverage suppliers/retailers to showcase locally manufactured products or to develop unique product lines or offerings specifically for the venue operation
- Development of innovative service styles, presentation and packaging solutions
- Associations with industry personalities to add reputation and increase consumer awareness, e.g. celebrity chefs.

Sydney Town Hall – Event & Client overview

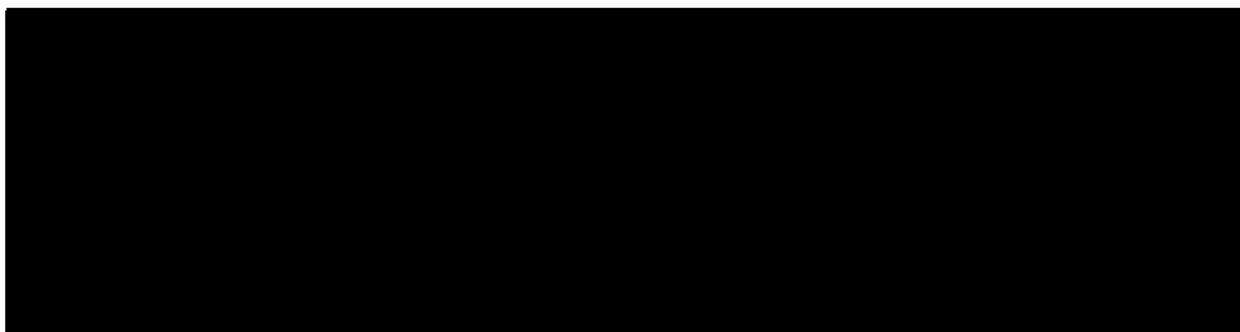
The Client list at Sydney Town Hall is a unique combination of clientele, including:

- Australian corporates
- Inbound incentives
- Cultural organisations
- Associations
- Promoters
- Charitable & Community groups

As an established event location operating for more than a century, there is an 80% (approximately) repeat hirer rate and the majority of Australia's major event producers and suppliers are familiar with the Sydney Town Hall offering.

Not all work at the venues is focused purely on Catering. There is a significant diversity in the event types held at the venues, including:

- Gala Dinners & Catered Events (this can also be stand up catered events)
- Exhibitions
- Conferences & Meetings
- Live Performances.





Financial Reporting

As part of the monthly reporting process, a copy of all tax invoices, and adjustments and relating to the supply of catering services covered under this Agreement must be provided to Council.

The method and format that will be used by the Caterer to record, prepare and issue invoices and report to Council will be subject to Council approval.



Auditable records to the satisfaction of the Council relating to tax invoices and adjustments to catering sales must be maintained by the Caterer for the duration of the Agreement and available for inspection at the Council's request.

1.3 – OPERATIONAL ENVIRONMENT

Refer to Schedule 3 – Council Venues and Catering spaces included under the agreement

Storage

Under no circumstances is it permitted for furniture or any catering equipment to be stored anywhere within Council buildings other than the specified Catering Spaces without approval of the Council.

Rubbish and Recycling

Space for the Caterers rubbish and recycling is allocated in the Town Hall House Basement (general waste) and the Druitt Street side of Sydney Town Hall (glass and cardboard). All catering related rubbish and recycling arrangements are the responsibility of the Caterer and should be kept separate to the other waste arrangements that support the building's operation.

Car Parking

Due to the limitations of the Council buildings, parking and loading dock access at Sydney Town Hall and Town Hall House is limited. There is no parking for any catering vehicles on Council property. All catering vehicle access to Council property is restricted to pick up and set down via the dedicated loading docks only.

Depending on the Caterers' operational arrangements, vehicle parking requirements may need to be budgeted for and arranged at nearby parking stations.

Loading Dock Access

Kent Street Loading Dock (Town Hall House)

The Town Hall House Kent Street Loading dock is the primary dock for use by the Caterers to access the Level 4 Production Kitchen.

The loading dock is a high traffic, shared area for all Town Hall House deliveries. Space and time in the area is in high demand from the building's tenants. All deliveries must be attended to immediately and Council takes no responsibility for missing goods left in this area.

A loading dock schedule for routine deliveries and a notification protocol that works with the existing building schedules will need to be developed with Council's Security team prior to contract commencement as part of the Caterers Transition In Plan.

Note that there is a maximum 3 meter clearance in this loading dock and limited street parking/loading zones in the area nearby (Kent Street) and deliveries should be planned accordingly

Druitt Street Loading Dock (Sydney Town Hall)

The Druitt Street Loading dock is primarily used to service Hirers access requirements to the building, and is not to be used for Food deliveries. Beverages may be accepted into this dock on a per occasion arrangement with the Venue Management Unit, and the timing for this access is based on availability and hirers access schedules.

Refrigeration

There are numerous built-in refrigeration facilities available in Sydney Town Hall which include:

Level 4 Production Kitchen	Town Hall House
Ground Floor South side serveries	Town Hall
Lower Ground Floor Liquor chill room	Town Hall

The Caterer will be required to keep them in a clean and tidy condition for the duration of the Agreement, however their ongoing maintenance, repair and any replacement is the responsibility of the Council. Any loose, stand-alone refrigeration requirements are the total responsibility of the Caterer.

Catering Office Space

Council recognises the importance of catering personnel being located on site. Included in the Catering contract is the provision of an on-site catering office with six workstations/desks and telephones

The personnel occupying this office will do so for the purposes of servicing this catering contract only. The phone numbers used by the Caterer will be provided by the Council and the ownership of these phone numbers will remain with Council.

All other fit out of the office space, including signage, loose furniture and other office equipment is the responsibility of the Caterer, separate to any financial offer to Council.

Refurbishment by Council

The nature of the buildings and Council's commitment to continuous improvement means that there may be times during the term of the Agreement where venues or spaces within buildings are restricted or unavailable for use.

When refurbishments that impact on normal Caterer's operations are planned, the Council will endeavor to give as much notice as possible, and minimise any disruption or downtime.

Council will not be liable for any claims by the Caterer for compensation as a result of any refurbishment works.

Between now and the proposed Commencement Date, a significant refurbishment will be undertaken of the Level 4 hospitality areas, including:

- New accessible bathrooms
- Upgrade of existing bathrooms
- Upgrade of commercial kitchen
- Upgrade of Marconi Room, Southern Function Rooms and Lobbies
- Works also include selected external elements and upgrading of fire services

Sustainability & Environmental Management

Within the first three months of operation, the Caterers will be required to submit a site specific Sustainability & Environmental Management Plan to Council for approval.



1.4 – SALES, MARKETING AND ADMINISTRATIVE REQUIREMENTS

Venue Space Hiring Procedure/Booking process

The booking of all venues and the management of the venue calendar is the responsibility of Council. All relevant enquiries and tentative bookings received by Council will be forwarded to the Caterer for quotation.

All Customer enquiries regarding catering sent to the Caterer from the Council are to be responded to within one working day.

Any Venue space hiring enquiries received by the Caterer should be forwarded promptly to the nominated Council officer for action in the first instance.

Product Offering, Menu Design & Review

The design of menus and food and beverage related product offerings will be the responsibility of the Caterer.

The menu style, contents and range is at the discretion of the Caterer but includes consultation with Council, however all menu pricing needs to be approved by the City of Sydney. Standard menu pricing needs to be set on an annual basis and currently these are reviewed each year in March for the following year's operations.

The nature of the venue and the clients mean that many of the clients using Sydney Town Hall will request a bespoke menu for their event. Staff working directly with clients need to be trained and empowered with the appropriate delegations to be able to provide prompt pricing product and service decisions for clients.

Many clients will also request services such as:

- Inclusion of local specialised food and beverages suppliers, often as a stand- alone installation within an event (e.g. an ice cream food stall or "pop up") at a stand up event
- Collaboration with celebrity chefs
- Supply of sponsored food or beverage products
- Sustainable product choices

Critical to the successful of the catering contract will be the ability to accommodate these requests efficiently and effectively. It is expected that the Caterer will work with clients to deliver these types of requests in a proactive, effective manner.

Supply Rights

A special note about Coffee

The City recognises the importance of the quality, brand, consistency and service of coffee as a unique selling point to the product offering at Sydney Town Hall.

In early 2015, the City and the incumbent Caterer undertook a combined procurement process to ensure the coffee served throughout the venues, by either the Caterer or the Civic support team was of a consistent quality and in keeping with the reputation of Sydney Town Hall.

Commencing 01 July 2015, The Grounds of Alexandria was appointed for a three year term to supply the coffee, equipment and training for the Sydney Town Hall operation. The new Caterer will be required to maintain this arrangement and work on a combined procurement process/review of the coffee arrangements at the conclusion of this three year period.

In the upgrade of level 4 (refer to **Refurbishment by Council**) it has been identified that there is a need to provide a dedicated coffee/beverage preparation area to support the level 4 meeting rooms, which will encroach into the current location of the catering offices.

Other Supply Arrangements

Other than this coffee arrangement, there are no other supply rights in place in respect to the STH. The Council reserves the right to enter into any supply right and request that the successful Caterer only supply products from that supplier. This will be done in consultation with the Caterer at the time.

Sales & Marketing Material

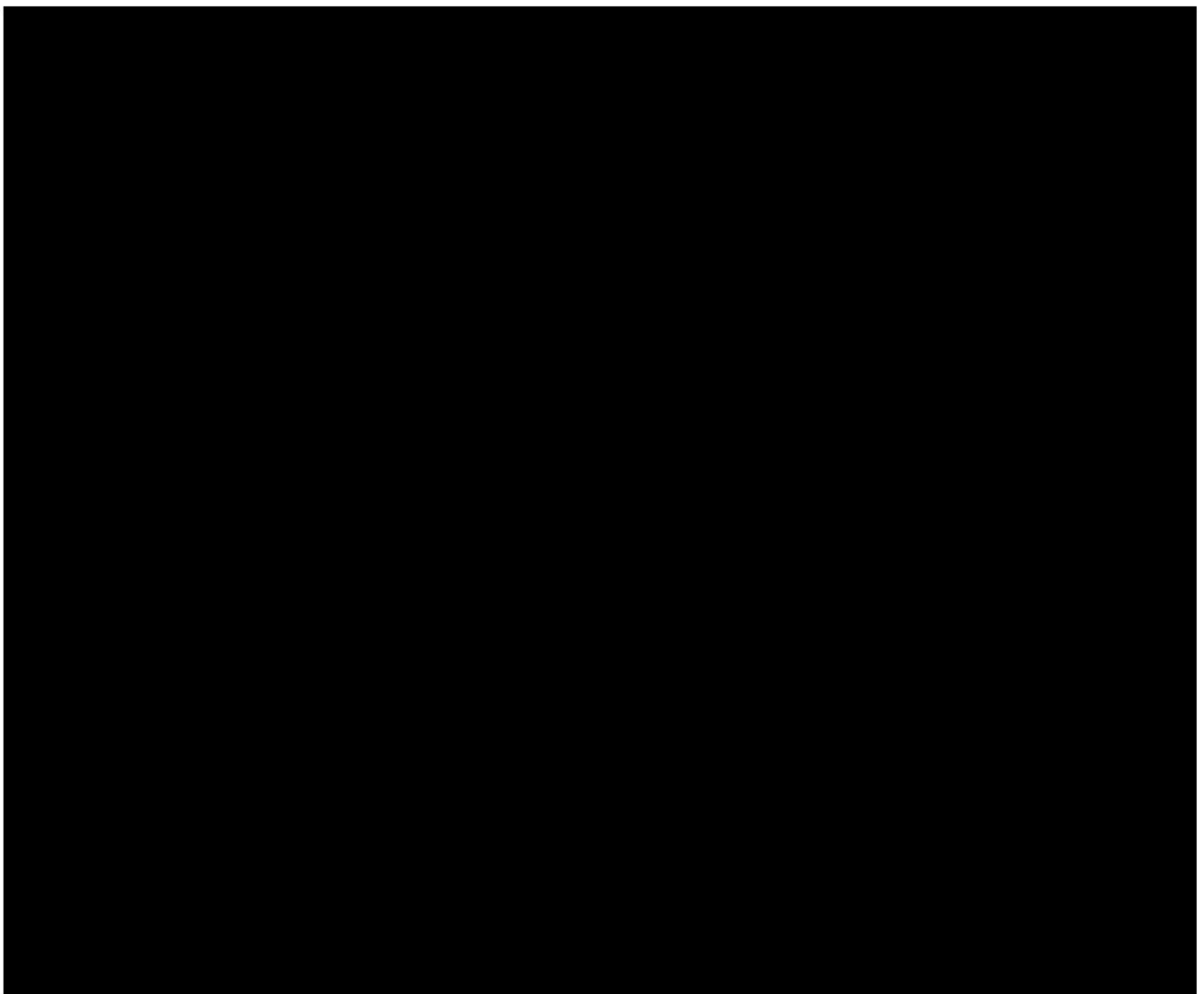
For the duration of the Agreement, the Caterer will be required to maintain an appropriate on-line presence to showcase the catering offering. As a minimum this is expected to include both a website and a social media profile.

These products are expected to remain valid and regularly updated throughout the Agreement duration.

The maintenance of these assets, as well as the printing of any collateral or POS material is the responsibility of the Caterer and not to be covered using the BDF funds.

Yield Management / Minimum Catering Spends

Each contract anniversary, the two parties will work together to identify key catering opportunity dates in the calendar and any necessary minimum spends on key dates.



Liquor Licence

Service of Liquor at Sydney Town Hall by the Caterer

Sydney Town Hall is covered under two liquor licences owned by the City, copies of which have been included in the Tender documentation.

The **Civic Liquor Licence** covers all events in the Lord Mayor's and Deputy Lord Mayor's Rooms and Chambers. The **Sydney Town Hall On-Premise Licence** covers all commercial events in the Town Hall.

For the duration of the Agreement, the Caterer will be required to operate using these licences. Approval for this by Council will be granted based on the approval of a Beverage Management Plan (Schedule 8 of this Agreement). This is required to be prepared by the Caterer following the award of the Agreement and approved by Council prior to contract commencement.

Sydney Town Hall is located within the Sydney CBD Entertainment Precinct and is required to comply with all additional conditions and controls relating to the service of liquor that apply. Respondents should familiarise themselves with these requirements and ensure that their Beverage Management Plan and all other operational arrangements cover these requirements.

Service of Liquor by the Caterer at other Council buildings

At all other venues outside Sydney Town Hall covered under the scope of this contract, the Caterer will be required to operate under their own liquor licence.

Caterers Responsibilities regarding the service of Liquor (all buildings)

As a minimum the Caterer will be required to undertake the following activities for the duration of the Agreement:

- Maintain a suitable liquor licence to enable the service of liquor in Council venues
- Maintain the incident register and RSA registers for each event where liquor is served for the duration of the Agreement
- Report monthly on any liquor related issues to the Council
- At every event where liquor is served, ensure that there is a responsible manager on duty to ensure compliance with all legislative requirements
- Indemnify Council against any fines or actions as a result of alcohol related issues

1.5 – COMMUNICATION AND INFORMATION SHARING

Customer Service and Communication

Council's business hours are Monday to Friday 8am – 6pm, excluding public holidays.

On site presence

Council recognises the importance of catering personnel being located on site. It is required that at least one catering administration personnel member (e.g. an event coordinator) be on site during Council business hours (to respond to both internal and external enquiries).

Use of Two way radios

Council will provide the Caterer with four two-way radios and chargers for use in the Council's buildings. During events, the majority of communication between Caterers, Front of House and security is undertaken via Council operated radio channels.

During operational hours (Council business hours and during events or scheduled catering deliveries), a Catering personnel member is required to be in radio contact at all times.

The Caterer is responsible for the costs of any radio accessories (e.g. holders and earpieces) as well as repair for any damage or loss of radios in their control. Any additional radio equipment required by the Caterer is the responsibility of the Caterer.

Development of a Shared Ungerboeck working environment and information sharing

In 2015, the Venue Management Unit implemented an Ungerboeck venue management solution that covers the management of all activity in the Venues.

Under the current catering contract, the Caterers operate in a separate working environment with a limited "view only" access to the Venue Diary and event details.

To improve customer service, minimise duplication and reduce the risk of omissions or oversight between the Council and the Caterer, the new catering contract will require that the Caterer to work in a shared working environment (Ungerboeck) with regard to the following areas:


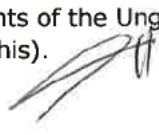
- Activity level forecasting
- Venue booking details
- Specific event requirements, including timings, room set ups and floor plans
- Client contact (hirer) details
- Other relevant event non-financial information
- Standard documentation/correspondence templates (e.g. quotations, confirmations)
- Menus and price lists

This working environment (Ungerboeck) will be the "source of truth" for all event booking details. All the Caterer's customer communication, including event documentation and running sheets used by the Caterer will be required to be issued from, and/or contained within the shared environment.

This shared environment is expected to be fully operational within twelve months following the Agreement commencement and the Caterer is expected to have the relevant resources and funding ready to support its development and implementation.

The costs incurred by both the City and Ungerboeck in developing this environment will be the responsibility of the Caterer and must not to be included in any capital/equipment contribution or financial offer to Council.

There may be recurring annual costs (e.g. Ungerboeck Licences) which will needed to be covered by the Caterer. At this initial stage, the only information that will not be required to be produced in this environment will be the tax invoices issued by the Caterer to the hirer, although this may be able to be facilitated in further developments of the Ungerboeck solution. (See "Financial Reporting" for further information regarding this).



The use of and additional Ungerboeck modules for any other purposes or additional development of the system will be the responsibility of the individual parties but led by the Council. Where a mutual benefit to both parties exists, costs will be shared on agreement, otherwise the costs will be the responsibility of the individual party.

Monthly Performance Reporting and Meetings

Refer to Schedule 5 Quality Control, Required Service Levels and KPIs for details regarding the City's requirements.

1.6 – CATERING OPERATIONAL EQUIPMENT

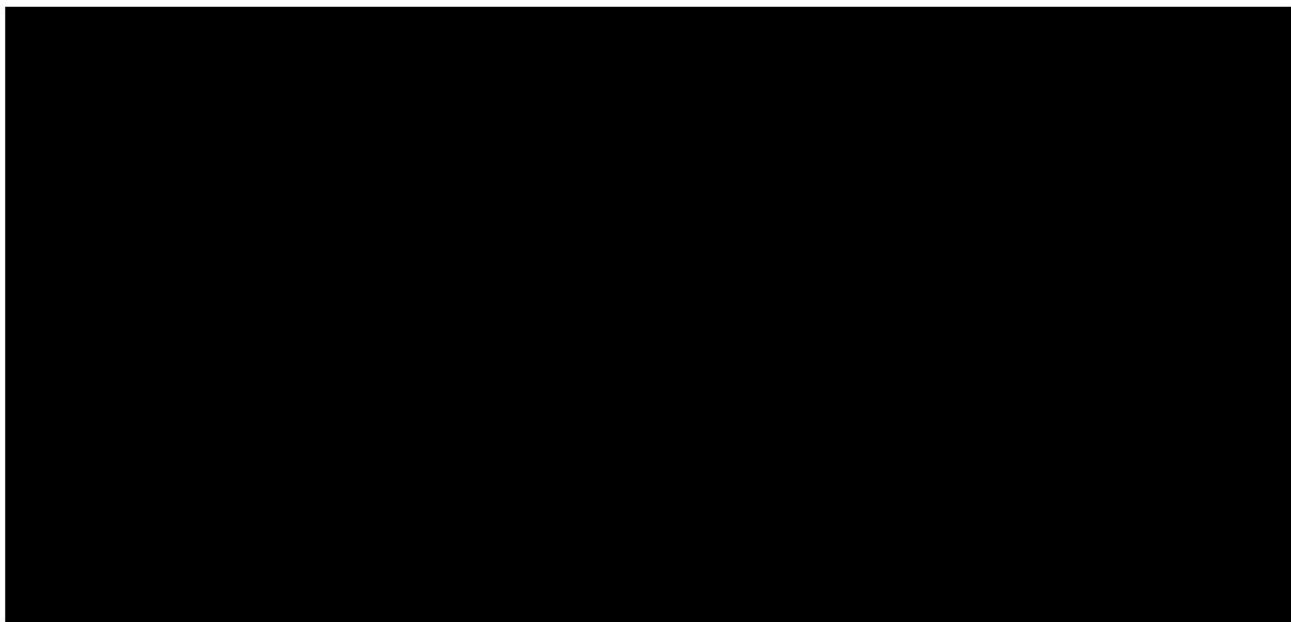
Classification of Equipment

Included in the scope of the Agreement is a range of existing equipment used to deliver catering services in the venue and is summarised in the table below. Equipment is listed in detail in Schedule 7 and 7A. Furniture, Fittings and Equipment, Depreciation.

During the Term, the various "categories" of on-site equipment will be handled in the following manner:

Category	Description	Responsibilities under the Agreement:	
		The Caterer	The City
Fixed Catering Equipment	Owned by the City, to be managed by the City for the duration of the Agreement. Generally these items are fixed/permanent installs and such as the cool rooms and wash bay equipment.	Ensuring equipment is used in an appropriate way only Training of staff in its use and care Cleansing Reporting maintenance issues to the City	Annual Inspection Scheduled Maintenance Legislative Compliance of Items Repair & Replacement as required
Existing Furniture Fittings and Equipment	Owned by the City, to be managed by the Caterer for the duration of the Agreement These items are the loose or portable items, including 600pax covers of crockery, glassware and cutlery.	Ensuring equipment is used in an appropriate way only Training of staff in its use and care Cleansing, Care and Storage. Repair & Replacement of items as required	Half Yearly Stocktake Review of Scheduled Maintenance and Inspection Log
New Furniture Fittings and Equipment 1	To be supplied by the Caterer using Capital Contributions under the terms of the Agreement, to be managed by the Caterer and ownership of which is to be transferred to the City at the end of the Agreement.	Reporting maintenance issues to the City Administration of a Scheduled Maintenance and inspection Log Scheduled Maintenance Legislative compliance (including testing and tagging)	Half Yearly stocktake Review of Scheduled Maintenance and Inspection Log Approval of purchases by Caterer using capital contributions prior to their purchase

Category	Description	Responsibilities under the Agreement:	
		The Caterer	The City
Caterer's Equipment	To be supplied by the Caterer, to be managed by the Caterer and ownership is retained by the Caterer.	Items bought to onto City sites by the Caterer that are separate to this Agreement need to be clearly labelled and identified. Legislative compliance (in particular Testing and Tagging)	



Ongoing Reporting and Management of the Catering Operational Equipment

Within three months of the Agreement commencement, both the City and the Caterer need to finalise Schedule 7 and 7A of the Agreement. As part of this work, this includes:

- An agreed existing Catering Operational Equipment register for stocktake purposes
- A plan for any new Catering Operational Equipment purchases
- An agreed format and reporting schedule for the Scheduled Maintenance Log.

A half yearly stocktake from anniversary of contract commencement and condition audit of all equipment will be undertaken by both the Caterer and Council. At the end of the Agreement, all these existing items will be returned to the Council.

Care, Maintenance, Repair and Supply of Catering Operational Equipment (Existing and New) – or Furniture, Fittings and Equipment ("FF&E")

For the duration of the Agreement, the Caterer is responsible for the maintenance and repair and replacement of all FFE covered under the Agreement. The condition needs to be maintained to an acceptable standard set by the City throughout the Agreement by the Caterer.

Compliance of equipment with any legislative requirements (e.g. testing and tagging or corrective actions issued by a regulatory authority) is the responsibility of the Caterer.

Par levels for all catering equipment such as crockery, cutlery and glassware must be maintained at the agreed levels at all times by the Caterer. The costs of supplementing par levels for specific events is to be borne by the Caterer on an as needs basis (e.g. if the par level is for 600 pax and there is an 800 pax event, the Caterer needs to get the additional equipment as required).

1.7 – CATERING PERSONNEL REQUIREMENTS

For the duration of the Agreement, the Caterer will be required to engage, employ and maintain suitably qualified staff to perform the obligations of the Agreement.

The Caterer will be responsible for the wages, salaries, entitlements leave and allowances (including payroll tax, fringe benefits tax and workers compensation insurance) for the staff employed by the Caterer.

The level of experience and appropriate skill set within the key management positions is critical to the operation success of the venue, for both the Caterer and Council.

While it is recognised that key personnel will leave an organisation from time to time, Council expects that any changes to key personnel or the structure will be done in consultation with Council, and that any personnel replacements will be made with people with comparable skills, knowledge and you will maintain the agreed structure and attributes.

The Council will have the right to agree or disagree with the appointment of Specified Personnel, e.g. senior on-site Catering Manager and the nominated representative.

1.8 – Workplace Health & Safety and Emergency Management

Emergency Evacuation Plans

The appointed Caterers will have responsibilities assigned to them as part of the buildings Emergency Evacuation plans. In the event of an evacuation, the Caterer's personnel have roles as wardens in the plan.

Upon commencement of the Agreement, the Caterer's nominated representative will be inducted into the relevant Emergency Plan by the Chief Fire Warden. On an ongoing basis, the Caterer must ensure that:

- All relevant personnel attend any refresher training scheduled by the City.
- All front line personnel working for or on behalf of the Caterer are inducted into the Emergency Evacuation arrangements by the Caterer.
- At each personnel briefing the requirements are reminded to personnel.

Workplace Health and Safety & Emergency Management

The City's WHS Responsibilities under this Contract:

As part of its duty of care obligations, the City requires the successful bidder employed by the City under this contract to comply with WHS Legislation, Australian Standards, relevant Codes of Practice and the City's WHS Policy in accordance with:

- The legislative obligations placed upon all persons conducting a business or undertaking with respect to the Work, Health and Safety Act 2011 and Work, Health and Safety Regulation 2011
- The City's WHS policy available through the City's website

[REDACTED]

[REDACTED]

[REDACTED]



The City will monitor the Agreement for its duration to ensure that the Agreementor manages the project effectively, meets the City's WHS requirements and complies with the relevant WHS legislation to ensure that the neither Contractor, the City, nor their workers or others in the workplace are placed at risk of injury, illness or prosecution.

The Caterer's WHS Responsibilities under this Contract:

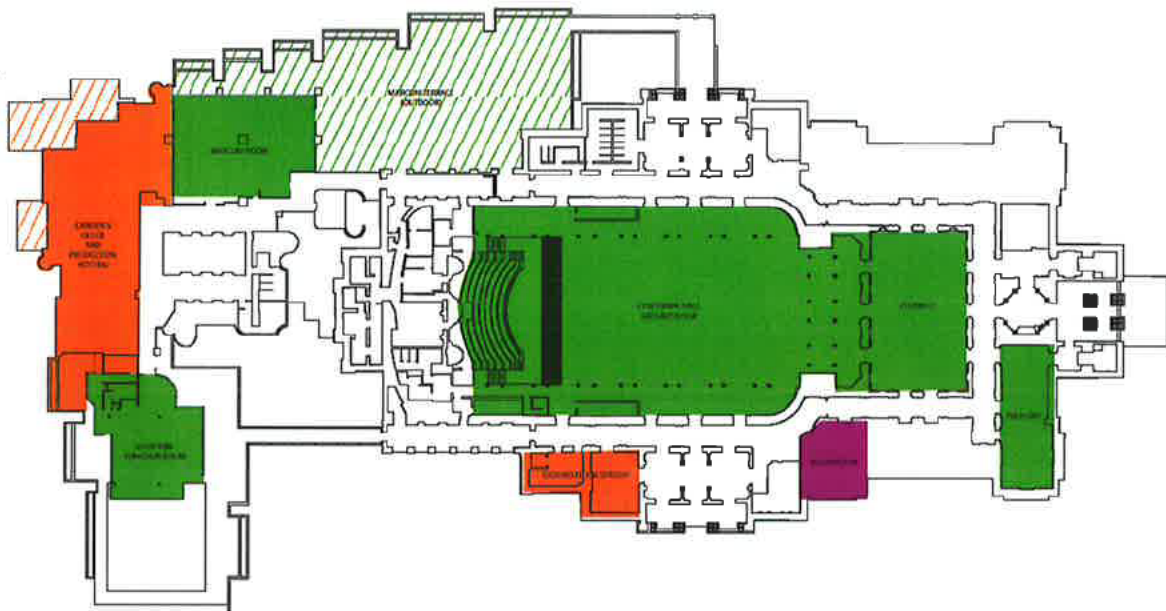
The Caterer must demonstrate their safe systems of work are sufficient for the process and maintain these arrangements for the duration of the Agreement. This includes:

Item	Requirement	Reporting cycle
Injury and Incident Management	The appointed caterer must develop and maintain a reporting and corrective action system and register of all injuries and incidents that occur in relation to the delivery of services under this Agreement	As occurs and inclusion in quarterly summary
Personal Protective Equipment (PPE)	The appointed caterer must provide, record and maintain PPE for its workers.	Quarterly summary
Risk Assessments	A risk assessment of the services under the Agreement must be prepared by the appointed caterer and reviewed annually. This assessment must form part of the Operations Plan.	As occurs and inclusion in quarterly summary
Safe Work Method Statements	A documented safe system of work shall be developed and implemented. This is to be provided for all works other than office based administrative services and shall be received and reviewed by the City.	As occurs and inclusion in quarterly summary
Site inductions and Training	The appointed caterer must develop and maintain a package of site induction and training that is applicable to all personnel working on the City's property. A register of completed inductions and training must be kept by The appointed caterer for the duration of the Agreement.	Quarterly summary
Personnel inductions	Appropriate levels of WHS Induction shall be provided to, or, carried out by the appointed caterer which will be documented and maintained throughout the Agreement.	Quarterly summary
Record Management	The appointed caterer must maintain work health and safety records in an appropriate format.	Open for inspection on request
Inspection, Testing and Maintenance	The appointed caterer must maintain and inspect plant and equipment to ensure it is in a safe working order.	Quarterly Summary
Hazardous Chemicals	The appointed caterer must label, store, decant, handle and transport chemicals in accordance with the safety data sheet.	Quarterly Summary
Consultation and Communication	The appointed caterer is to develop and maintain agreed consultation and communication arrangements with all workers.	Quarterly summary

Disclaimer:

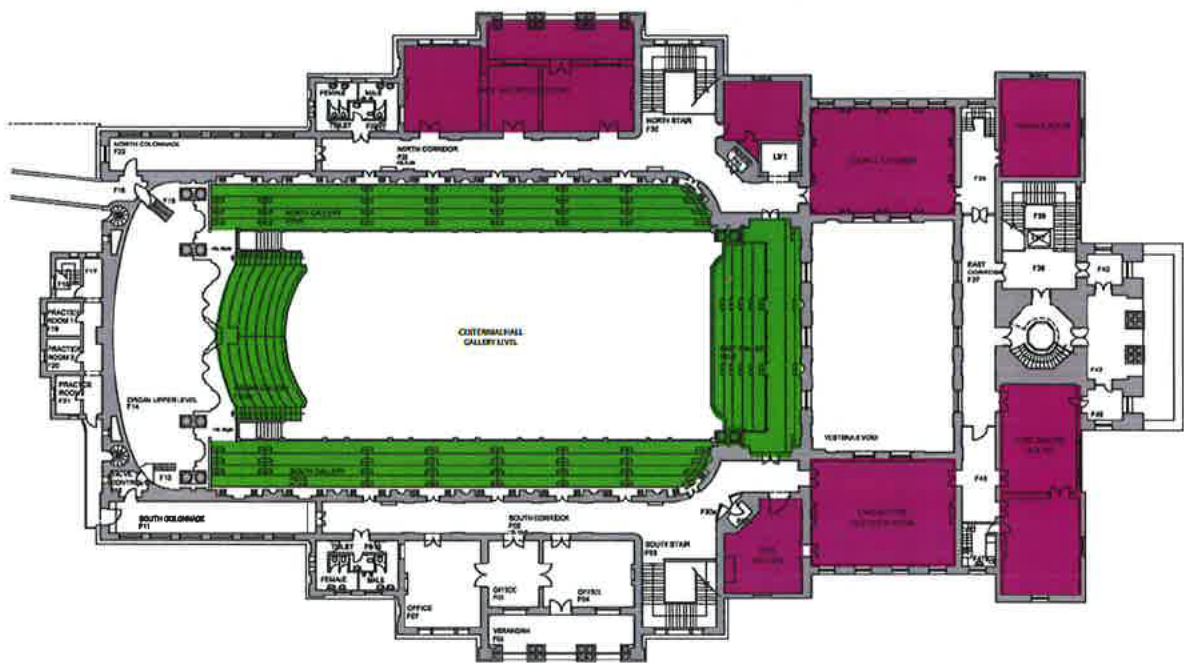
The provided WHS information in this specification does not reduce the responsibilities of the selected Contractor in identifying hazards and assessing and controlling the risks associated with the proposed works. The information is provided for assistance to the appointed caterer only.

SCHEDULE 3 - COUNCIL VENUES and CATERING SPACES.



**SYDNEY TOWN HALL
GROUND FLOOR**

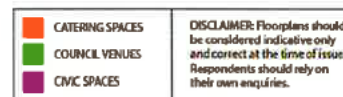
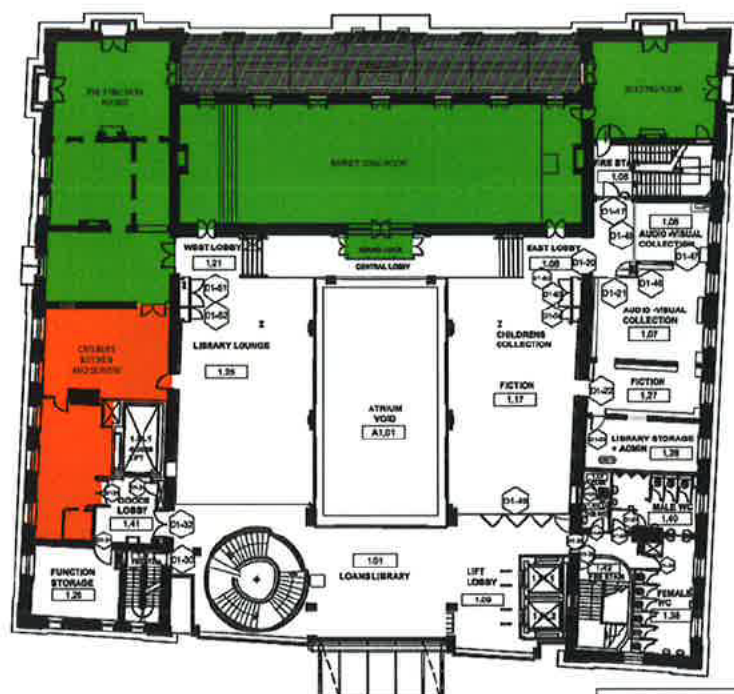
■ CATERING SPACES	DISCLAIMER: Floorplans should be considered indicative only and correct at the time of issue. Respondents should rely on their own enquiries.
■ COUNCIL VENUES	
■ CIVIC SPACES	



**SYDNEY TOWN HALL
FIRST FLOOR**

■ CATERING SPACES	DISCLAIMER: Floorplans should be considered indicative only and correct at the time of issue. Respondents should rely on their own enquiries.
■ COUNCIL VENUES	
■ CIVIC SPACES	

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SCHEDULE 4 - CATERING STAND ASIDES GUIDELINES AND PROCEDURES

Catering Stand Aside guidelines and schedule of fees and charges

as at 01 July 2016- 30th June 2017 (REVIEWED ANNUALLY)

The Sydney Town Hall and the Barnet Long Room located on level one of Customs House have a contracted caterer who is responsible for the provision of catering services to these locations.

As part of the catering contract agreement, it has been agreed to allow a limited number of functions to provide their own catering. This is referred to as a "Catering Stand Aside".

The City has set guidelines for both applicants and caterers. Please note there are scheduled fees and charges and minimum requirements for the service of catering in the venue and care for the facilities during events.

All applications for Catering Stand Asides must be made in writing to the City and are subject to the approval of the Manager of the Venue Management Unit. Please note that all applications must be received at least eight weeks prior to the event taking place.

If you feel that your organisation is able to fulfil the minimum requirements stated in the attached documentation, please fill in the application form and submit to the City.

Applications and queries regarding the CSA arrangements should be forwarded to the first instance to:

Venue Management Unit
Sydney Town Hall
GPO Box 1591
Sydney NSW 2001

Phone 02 9265 9189

Fax 02 9265 9180

Email thm@cityofsydney.nsw.gov.au



Catering Stand Aside

Conditions of Approval

All Hirers and Caterers must comply with the Minimum Operating Requirements and Terms and Conditions of Hire whilst on the City's premises.

A. Hirer

To be eligible for a catering stand aside, the organisation must demonstrate that:

- It is a non-profit organisation.
- It is an organisation specifically designed to provide a service to the community, or a forum to encourage improvements for the community.
- The event will be of benefit to the City of Sydney, its residents and/or visitors.
- It will acknowledge the Council's assistance in any promotional material for the event.
- It is properly constituted with a statement of purpose and an organisational structure.
- The in house/contracted caterer is unable to supply the catering requirements for the proposed event.

or

- A catering stand aside is necessary specifically for a religious or dietary requirement, such as halal or kosher catering.

B. Caterer

- The proposed Caterer must have Gold Licensed accreditation from the Restaurant and Caterers Association of Australia.
- Each caterer will only be awarded a maximum of one Catering Stand Aside per venue per year.
- It is preferred that the proposed caterer is Australian owned and based within the City of Sydney's Local Government area.



Catering Stand Aside

Caterer's minimum operating requirements

1. Alcoholic Beverages

- The approved caterers liquor licence must be used for supply and service of liquor for the event. The relevant approval from Office of Liquor Gaming and Racing (OLGR) to operate at the site must be obtained prior to event commencement.
- The conditions of the caterer's liquor licence as set by OLGR must be adhered to at all times while operating within the City's venues.
- Note that the Sydney Town Hall is covered under the Sydney CBD Entertainment precinct and all specified conditions contained under the *Liquor Regulation Act 2008* and any other associated legislation or regulatory requirements must be adhered to.
- The Caterer must submit the following documentation prior to event commencement:
 - an event specific liquor management plan
 - Copies of the Liquor licence
 - RSA / House Policy

Note the City reserves the right to insist that appropriate standards and quantities of beverages are supplied and for the event.

- During the event the Caterer must maintain on site the above mentioned documentation, as well as the following:
 - OLGR approved incident reporting book
 - Register of RSA certification for all staff involved in the service of liquor.

This documentation must be available for inspection by the representatives of the City of Sydney, NSW Police or the NSW Office of Liquor, Gaming and Racing at all times.

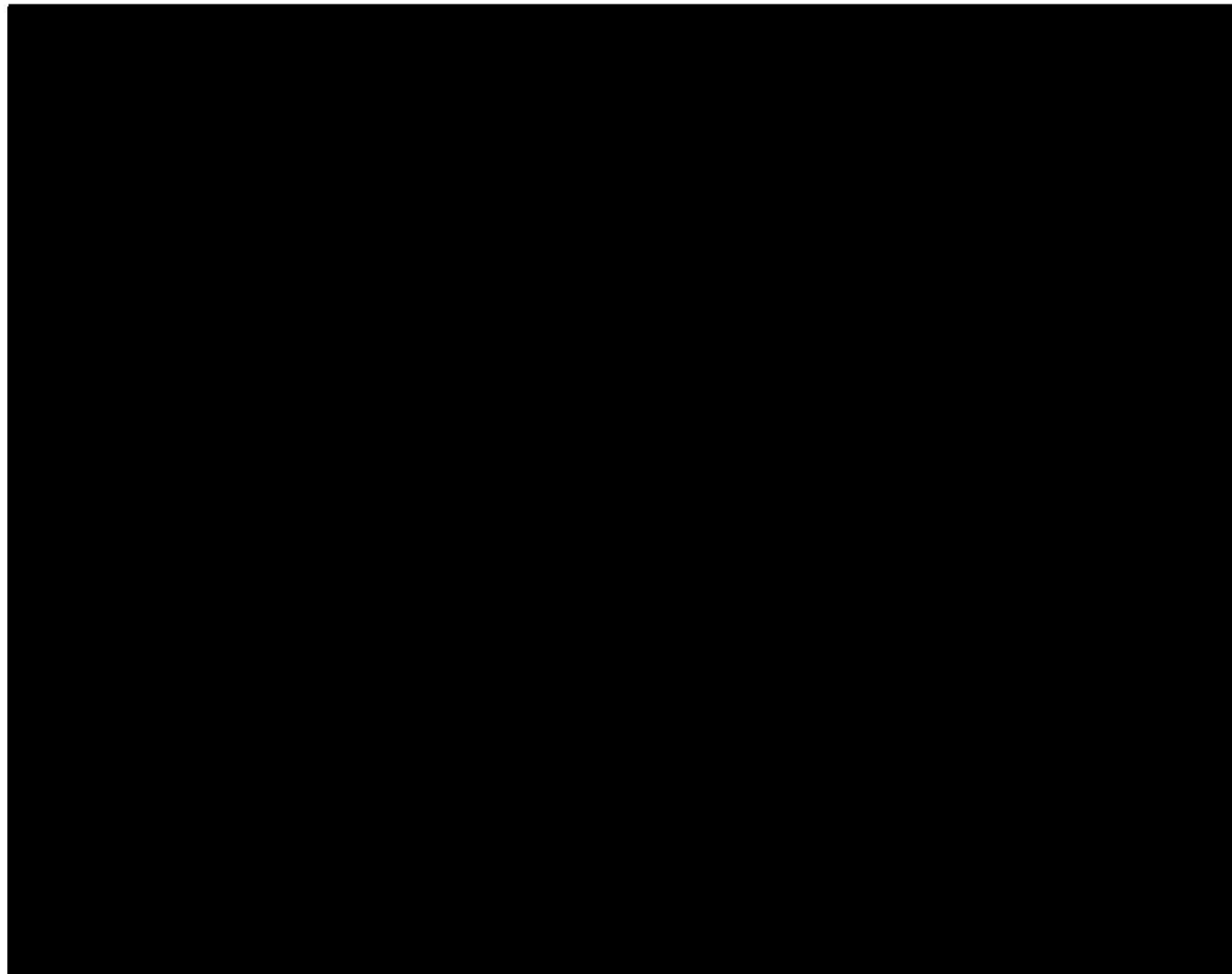
- All notification requirements as specified in the Caterers Liquor licence must be undertaken prior to event commencement. A copy of the approval be from the NSW Police LAC as required under the licence conditions must be submitted to Venue Management prior to the event commencement.
- Any beverages not collected by the Hirer or the Caterer within 24 hours of the event conclusion will become the property of the City.

2. Food

- Only Caterers with a current Gold Licence Accreditation from the Restaurant & Caterers Association will be eligible to operate under the Catering Stand Aside Provisions.
- The Caterer must submit the following documentation prior to event commencement:
 - A copy of the Gold Licence Accreditation
 - Food Safety Management Plan (including details on food transportation)
 - A copy of all Public Liability and Product Liability insurance (a minimum of \$10M for each liability)

The City reserves the right to insist that appropriate standards and quantities of food are supplied for the event.

- The Caterer is responsible for the movement of all catering refuse from the venue at the conclusion of the event.
- The Caterer is responsible for all Catering equipment while in its control. If the Catering Equipment is damaged or broken whilst the in the Caterers control, the Caterer will be responsible for all costs associated with the repair or replacement of the catering equipment.
- The City requires a representative from the catering company to attend a site inspection of the venue and our facilities, prior to the submitting of the CSA application. Please contact the City on 02 9265 9189 to discuss the use of equipment available and the kitchen facilities further.



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SCHEDULE 5 - QUALITY CONTROL, REQUIRED SERVICE LEVELS AND KPIS

Monthly Performance Reporting & Meeting

A monthly performance report is to be submitted to the City by the Caterer each month. Following the submission of this report, a Monthly Meeting will be held between the City and the Caterer.

The report structure and agenda for this Monthly Meeting will be based on the following:

- Monthly performance review – including Revenue analysis, Key Events & Customer Feedback, cancellations & rebooks
- Operational Issues
- Sales & Marketing activities, including Business Development fund activities
- Performance forecasting – including Pipeline Commissions estimate
- Risk Management
- WHS

Every third Monthly Meeting will be extended to involve a Quarterly Quality Assurance review.

Financial Reporting - Actuals

As part of the monthly reporting process, a copy of all tax invoices, and adjustments and relating to the supply of catering services covered under this Agreement must be provided to Council.

The method and format that will be used by the Caterer to record, prepare and issue invoices and report to Council will be subject to Council approval.

Auditable records to the satisfaction of the City relating to tax invoices and adjustments to catering sales must be maintained by the Caterer for the duration of the Agreement and available for inspection at the Council's request.

Financial Reporting - Forecasting

Prior to site occupation, the Caterer and Council will agree on a format, methodology and timing for financial forecasting.

Key Performance Indicators ("KPI's")

The Council will use an agreed set of KPI's such as the following Key Performance Indicators example, to evaluate performance of the successful bidder.

Performance will be evaluated regularly, at least quarterly, and always upon completion of the Agreement. Each assessment will form the basis of the Performance Review.

Should one or more of the KPIs be considered irrelevant or unworkable the parties must meet in good faith and agree on an alternative KPI(s) as may be required under the Agreement on no less than an annual basis to review.

General Key Performance Indicator Score Rating Scale

- | | |
|---|--|
| 1 | unacceptable / deficient |
| 2 | limited / flawed |
| 3 | adequate / satisfactory / appropriate |
| 4 | competent / proficient |
| 5 | strong / superior / exceeds expectations |



	Key Performance Indicator	Measure System	Benchmark
1	Trained, Efficient and Knowledgeable Staff	<p>Agreed training needs are detailed in the Caterer's Annual Business Plan and recorded in employee training records.</p> <p>Minimum all staff to have CoS and Caterer "Employee Orientation" (induction) and Caterer base service standards training (basic customer handling course) completed.</p> <p>Relevant staff to be Responsible Service of Alcohol ("RSA") trained as appropriate.</p>	<p>Training target to be 100% as measured through annual review training records.</p> <p>Effectiveness of this KPI is "Staff Knowledge & Efficiency" as reflected through:</p> <ul style="list-style-type: none"> • Customer Satisfaction Survey (as per KPI 3) and • Compliments/Complaints (as per KPI 7). <p>Caterer will maintain an Event-by-Event record indicating what percentage of casual staff are agency sourced.</p>
2	Minimum Hygiene Standards	<p>A Food Safety Plan ("FSP") is in place, based on Hazard Analysis Critical Control Points ("HACCP").</p> <p>Caterer operates an existing HACCP or accredited plan.</p> <p>Independent FSP audits (1 per annum) are conducted and full results inclusive of annual accreditation is copied to the MPG.</p> <p>NSW or Local Council Health Authority Inspection Reports are copied to the CoS within 24 hours of being provided to Caterer.</p> <p>It is recognised that issues identified in these reports may be the responsibility of the CoS (e.g. structural)</p>	<p>Measurement based on accepted industry codes as defined through Food Standards Code of Australia New Zealand Food Authority, and/or HACCP manual and/or FSP.</p> <p>Measurement is a compliant report to be copied to the CoS</p> <p>Health Inspection reports are immediately copied to the CoS and issues are resolved within 7 days or earlier if required by the authorities and are subject to further review by Health Authority as appropriate.</p> <p>Targets are as follows:</p> <ul style="list-style-type: none"> • nil infringement following Health Inspection warning • nil instances of food poisoning where clearly established as a result of on-site food services by a relevant authority

	Key Performance Indicator	Measure System	Benchmark
3	Customer Expectation and Satisfaction	<p>Reviewed through CoS / Caterer formal surveys.</p> <p>Feedback surveys to cover the following as appropriate:</p> <ul style="list-style-type: none"> • Speed of service: • quality of product (temperature, presentation, appearance) • variety of product (inclusive healthy options) • availability of product per menu • menu clarity • service friendliness and image (presentation, uniform, attitude) • price – value for money • cleanliness of dining 	<p>Results of previous surveys used as the base measurement. Performance is measured on annual and period to period (quarterly) results.</p> <p>Target is to improve overall satisfaction results achieved measured against top score possible.</p> <p>Balance between survey formats (whether mystery shopper or formal surveys) to be agreed at time of Annual Plan review.</p> <p>Mystery Shopper format to be handed out in a set format, based on dining survey</p>
4	Legislative Compliance with Liquor Licensing	As determined by Independent Liquor and Gaming Authority and the Licensing Police – in conjunction with the CoS.	<p>Target is nil infringement recorded.</p> <p>Where infringement is taken to court by the authorities, the target is that no conviction is recorded.</p>
5	Staffing Ratios	<p>Staffing ratios to be agreed according to the service needs and to also reflect service period, e.g. time of day.</p> <p>To be reviewed with CoS as required.</p> <p>These are to be attached to the Business Plan.</p>	<p>Regular review required. Target to be 95% or more of staff as agreed according to the ratio.</p> <p>KPI is designed to reflect a minimum service level standard and therefore works in conjunction with the Customer Satisfaction measure</p>
6	Corporate & Commercial Function Revenue	Monthly Reports	<p>Minimum target of achieving approved budget for each period. The benchmark is to measure Caterer's ability to market to and increase sales of the Meetings and Functions markets. Also measures the success of the dedicated Functions / Marketing Co-Ordinator.</p>
7	Complaints / Compliments Register	<p>Preparation of database capturing number of and by type of complaint/ compliment.</p> <p>Customer service comments to be measured through this process and the "register" to illustrate response times and outcomes.</p>	<p>Decrease % of repetitive issues by 85%.</p> <p>Ensured that all complaints were responded to and actions taken as necessary and in an agreed time frame:</p> <ul style="list-style-type: none"> • Critical matters within 24 hours. • General Complaints within 5 working days

Key Performance Indicator		Measure System	Benchmark
8	Communication and Reporting	<p>All Reporting and Meeting Guidelines detailed in this Agreement and as requested by CoS from time to time is being met as required.</p> <p>Full integration with the Ungerboeck EBMS system.</p>	<p>Decrease of repetitive issues (measured through review of formal minutes from monthly meetings) by 85%.</p> <p>100% of agreed time frame results.</p> <p>Comprehensive and accurate reporting 100% of the time.</p>
9	Innovation & Concept Review	<p>On a regular basis (at least bi-annual) there is a need to review the Caterer's concepts, innovation & initiatives and theme in terms of style, quality, and look and feel as measured against the Caterer's offer document.</p> <p>The measurement criteria are as agreed by concept.</p>	<p>The purpose of this subjective KPI is to ensure that the Caterer's offer or promise in terms of standards, initiatives & innovations as outlined in their proposal are being delivered.</p> <p>Once the initial initiatives are achieved as promised in the Caterer offer document, there will be a need to develop an annual agreement process as to any new initiatives for the coming period – following through on the promise of continuous innovation and introduction of new initiatives.</p> <p>This KPI is designed to ensure that Caterer's offer remains vital and innovative, reflecting the trends in the marketplace over time.</p>
10	Corporate and Commercial Function Pricing Strategy	<p>Competitive analysis and positioning through regular menu review:</p> <ul style="list-style-type: none"> Food & non-alcoholic beverage once per annum Alcoholic Beverages twice per annum (triggered by the Federal Government Excise Duty changes) Other conferencing costs (e.g. additional staff, RSA, security). <p>Agree Competitive Set in accordance to different areas or types of event: weddings, general functions (cocktail receptions, dinners, banquets) and conference / meetings.</p> <p>In addition, CPI analysis to be conducted to ensure relativity & reasonableness in price movements.</p>	<p>Measured approach to pricing based on a competitive Market Review.</p> <p>Must be conducted in the manner shown below to assist CoS to enact / communicate changes to customers, staff, change menus and web site.</p> <p>Review Competitive set and CoS corporate and function menu at least annually.</p> <p>Liquor to be reviewed bi-annually.</p> <p>Corkage prices to be reviewed annually.</p>
11	WH&S	<p>Caterer must comply with the City's WHS policy as amended from time</p>	<p>Caterer's records and processes open for inspection at any time.</p>



Key Performance Indicator	Measure System	Benchmark
	<p>to time. The contractor must comply with their safe systems of work including:</p> <p>Injury and Incident Management</p> <p>Personal Protective Equipment</p> <p>Risk Assessments</p> <p>Safe Work methods Statements</p> <p>Site Induction and Training</p> <p>Personnel Inductions</p> <p>Record Management</p> <p>Inspection, testing & Maintenance</p> <p>Hazardous Chemicals Management.</p>	<p>WH&S to be reviewed formally every quarter.</p> <p>Target is no infringement: any areas requiring improvement must be undertaken within 7 days and must be documented fully within 1 month.</p>




SCHEDULE 6 - RECIPIENT CREATED TAX INVOICES

Recipient Created Tax invoices

In the event that Recipient Created Tax Invoices (RCTIs) are required for any transactions under this Contract, the Caterer and Council agree to mutually comply with the relevant paragraphs of the Australian Taxation Office Goods and Services Tax Ruling *GSTR 2000/10 Goods and services tax: recipient created tax invoices* as amended ('GSTR 2000/10'), or its' successors.

In particular, this document in its contractual form will constitute the written Agreement between the supplier and recipient and both parties mutually agree to meet the requirements of paragraph 13 in respect of all supplies outlined in the document that may be subject to an RCTI.

As part of the offer, the Caterer is required to confirm that it is registered for GST under the *New Tax System (Goods and Services Tax) Act 1999* ('GST Act') under an Australian Business Number (ABN) quoted elsewhere in this document, or, if no such ABN has been quoted, the applicable ABN should be quoted with this statement.

For purposes of enabling the Caterer to comply with this requirement, Council confirms that it is registered for GST under the GST Act under ABN 22 636 550 790.



SCHEDULE 7A & 7B- FURNITURE FITTINGS AND EQUIPMENT, Depreciation

SCHEDULE 7A - AGREED DEPRECIATION SCHEDULE FOR ASSETS PURCHASED USING THE CAPITAL CONTRIBUTIONS FUND (FURNITURE FITTINGS AND EQUIPMENT)

(TO BE FINALISED AND AGREED WITHIN 3 MONTHS OF COMMENCEMENT DATE)

COMPASS TO INSERT DETAILS OF ASSET TYPES / GROUPS AND NOMINATE USEFUL LIFE FOR WACH ASSET TYP/GROUP FOR REVIEW BY THE CITY

Asset Type/Group	Useful Life	Depreciation Method
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line
		Straight line

(Note: Assets purchased under \$1,000 should be written off on purchase)




SCHEDULE 7B – FURNITURE FITTINGS AND EQUIPMENT REGISTER

(TO BE FINALISED AND AGREED BETWEEN BOTH PARTIES WITHIN 3 MONTHS OF COMMENCEMENT DATE)

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single letter 'R' or a similar mark.

SCHEDULE 8 - BEVERAGE MANAGEMENT PLAN

(TO BE FINALISED AND AGREED WITHIN 3 MONTHS OF COMMENCEMENT DATE)

A handwritten signature in black ink is located to the right of the yellow highlighted text. Below the signature is a blue circular stamp or mark.

SCHEDULE 9 – EXTERNAL CATERING

- Refer to Agreement Clause 3.12
- Refer to Specification Schedule 1.2
- Refer to Schedule 2 – Financial Offer to Council

EXECUTED as a Deed

CITY OF SYDNEY COUNCIL by its duly
authorised officer)
)
)
)
)



Witness:

19/6/17
)
)
)



Signature of Authorised Officer

19/6/17

Caterer



Signature of Director

KIERON W RITCHARD

Name of Director



Signature of Director/Secretary

LARA J. PEAKE

Name of Director/Secretary 16.7.17

