

Australian Technology Park

Precinct Management Ltd



Terms & Conditions for provision of Catering Services at the Australian Technology Park

The following terms and conditions are required by Australian Technology Park Precinct Management Limited (“**ATPPML**”) (ACN 060 969 119) to be agreed by the Caterer before the Caterer may provide catering services at the Australian Technology Park (“**the Park**”)

1. Approval & Engagement

- 1.1 The Caterer acknowledges and agrees that only caterers approved by ATPPML are permitted to operate in areas controlled by ATPPML at the Park and the number and identity of those approved caterers may change from time to time as determined by ATPPML in its absolute discretion.
- 1.2 The Caterer agrees to provide information such as sample menus, pricing, details of available services, marketing material, minimum and maximum catering capacity to ATPPML as reasonably required by ATPPML .
- 1.3 The Caterer acknowledges and agrees that it does not have exclusive rights to cater at the Park and can not make any claim, demand or requisition if the Caterer is no longer an approved caterer.
- 1.4 The Caterer acknowledges that it must enter into its agreement for the provision of Catering Services for a particular function at the Park directly with the Client.
- 1.5 Upon entering into an agreement to provide Catering Services to a Client the Caterer will provide a copy of the agreement to ATPPML and details of the food and beverage components and all other components of the charges to the Client.

2. Procedures & ATPPML Fee

- 2.1 The Caterer will pay ATPPML the amount equal to 15% (plus GST) of the food and beverage component of the amount charged (excl GST) or chargeable to the Client by the Caterer for the provision of the Catering Services to the Client (“**the ATPPML Fee**”). The timing of the payment(s) will be as set out below.
- 2.2 At least 14 days prior to a function where the Caterer will be providing Catering Services the Caterer must provide:
 - a) to ATPPML, any updated quotes or invoices detailing the amounts already charged and to be charged by the Caterer to the Client, where applicable; and
 - b) payment to ATPPML for 50% of the ATPPML Fee based on the food and beverage component of the charges for the Catering Services calculated at that time.
- 2.3 Within 7 days after the provision of the Catering Services the Caterer will issue to ATPPML a post function or event report providing details of the final charges made to the Client including details of the food and beverage component and other components of those charges;
- 2.4 After receiving that report ATPPML shall issue a tax invoice for the amount payable by the Caterer to ATPPML for the ATPPML Fee and acknowledging the payment already made by the Caterer.
- 2.5 The Caterer must pay the invoice amount within 7 days of receipt of the invoice from ATPPML.

2.6 The Caterer must not delay or fail to make a payment to ATPPML under these terms for any reason including if the Caterer is not paid any amount by the Client.

3. Catering Services

3.1 The Caterer is responsible for providing the Catering Services at its own cost including:

- (a) the provision of all necessary Catering Equipment (including all food preparation and handling equipment, tables, chairs and other furniture as required, crockery, glassware, napery, staff, candles, table numbers, menus, signage, flowers and room decoration);
- (b) cleaning and maintenance and keeping Catering Equipment in a state of good and substantial repair, replacing it if necessary;
- (c) providing all staff uniforms, food, beverages, refreshments and associated articles, including the cost of food provided to staff;
- (d) all labour costs in providing the Catering Services and in accordance with staff ratios as notified to the Caterer (which may be amended from time to time by ATPPML). The current staff:guest ratio requirements for waitstaff is as follows:

Cocktails/Bufets/Coffee Breaks 1:30

Sit down dinners/Lunches 1:20

- (e) laundering and drycleaning of all linen including tablecloths and staff uniforms;
- (f) removing all waste and rubbish from the Park and cleaning the function areas and the surrounding area to a standard acceptable to ATPPML. Depending on the function and the expected waste, ATPPML may offer the provision of waste receptacles however this will be at an additional cost to the Caterer.

3.2 At least 14 days prior to the Function the Caterer must provide ATPPML with details of the Catering Equipment the Caterer intends to bring to the Park for the function as well as providing a detailed plan showing the proposed location of the Catering Equipment.

3.3 The Caterer must comply with all reasonable directions from ATPPML in respect of the Catering Equipment and its location. The Caterer must comply with any directions from ATPPML to cease using or remove equipment if ATPPML considers the relevant Catering Equipment is dangerous, inappropriate or otherwise causing or having the potential to cause unacceptable effects.

4. Release, Indemnity & Insurance

4.1 The Caterer indemnifies and releases ATPPML from and in respect of any loss, damage, proceedings, claim, compensation (including workers compensation) death or injury caused or contributed to by:

- (a) any negligent act or omission of the Caterer;
- (b) the provision of the Catering Services by the Caterer; or,
- (c) the performance or non-performance by the Caterer of these terms and conditions.

4.2 The Caterer agrees to release and keep released ATPPML from and in respect of any loss or damage the Caterer may suffer arising out of the cancellation of a function by a Client or ATPPML. ATPPML reserves the right to cancel any function if ATPPML believes that the holding of such a function would not be in the best interests of ATPPML.

4.3 The Caterer must maintain all appropriate insurances in respect of the Catering Services including public liability to a minimum of \$20 million in respect of a single accident or event and workers' compensation insurance for all of the Caterer's employees and industrial special risk insurance for Catering Equipment introduced to the Park by the Caterer. Copies of all insurance policies shall be produced to ATPPML on demand. All policies of insurance must note the interest of ATPPML.

5. Operation

- 5.1 The Caterer must ensure that the Catering Services are of a standard comparable to that prevailing in similar/competitive venues and maintain a programme of quality assurance and benchmarking and conduct itself and ensure its employees conduct themselves in a proper and orderly manner.
- 5.2 The Caterer must, at all times, permit ATPPML duly authorised employees and agents to enter any part of the Park where the Caterer is providing Catering Services.
- 5.3 The Caterer must ensure that all catering staff wear a uniform and name badge at all times at the Park.
- 5.4 Officers of the Caterer must be available for consultation with ATPPML upon reasonable notice (except in the case of an emergency when no notice shall be required) concerning any matter arising out of the management, conduct or operation of the Catering Services.
- 5.5 The Caterer is responsible for complying with all current regulations, industrial awards and industrial agreements affecting the management, conduct and operation of the Catering Services and the requirements of all authorities and obtain, maintain and comply with the terms of any trade licence permit certificate agreement or authority issued or in force or necessary for the management or the operation of the Catering Services and use of the Catering Equipment.
- 5.6 No sign advertisement, name or notice shall be displayed, affixed or exhibited in the Park except with the prior written approval of ATPPML.
- 5.7 The Caterer shall promptly within the hire period of the function booking and with a minimum of disruption set up and remove all the Catering Equipment from the relevant function area.
- 5.8 As soon as the Caterer becomes aware of any defect, accident to or want of repair in any of the facilities of ATPPML report the existence of that defect to ATPPML.
- 5.9 The Caterer shall comply with any requirements set out in the Event Contract as well as the ATP Conference Centre Organisers Manual for Exhibition Hall and ATP Conference Centre terms and conditions of use and the hire of venue conditions as issued from time to time by ATPPML.
- 5.10 The Caterer shall comply with all reasonable directions given by ATPPML including not to do or allow anything to be done which ATPPML decides is noxious, offensive or audibly or visually a nuisance;
- 5.11 The Caterer's Gold Licence issued by Restaurant and Catering Association of NSW together with the Responsible Service of Alcohol conditions shall be prominently exhibited at all times on the premises where the Function is being held.
- 5.12 The Caterer warrants that it has a current Occupational Health and Safety Policy in compliance with the Occupational Health & Safety Act 2000 and the Occupational Health and Safety Regulation 2001 (NSW) and that it will take all necessary steps to ensure compliance with its policy and the relevant Act and regulation.
- 5.13 The Caterer acknowledges and agrees that smoking is prohibited in any areas inside buildings at the Park.
- 5.14 The Caterer must not commence the use of any cooking or warming equipment at the Park for a function until after it has been checked and approved by ATPPML.

6. Liquor Licence

The Caterer agrees and acknowledges:

- (a) that the relevant function area at the Park are licensed premises under the *Liquor Act 2007*;
- (b) that the Liquor Licensee alone has sole responsibility for the sale and supply of liquor in or upon those areas and for the supervision and management of the conduct of the business under the Liquor Licence on the licensed premises;
- (c) that the Caterer must not do or omit to do or permit or suffer any other person to do or omit to do any thing which:

- (i) is a ground for the Liquor Licence to be withdrawn, withheld, suspended or cancelled, or subject to restrictive conditions or the Liquor Licensee being disqualified from exercising the Liquor Licence;
- (ii) creates any contravention by the Liquor Licensee of the Liquor Act 2007;
- (d) that the Caterer is aware of and acts in accordance with the policies and practices of ATPPML concerning harm minimisation and responsible service of alcohol (**Policies**) which the Caterer acknowledges receiving;
- (e) in respect of the provision of Catering Services involving the supply of liquor, the Caterer will take all direction from the Liquor Licensee who has an absolute discretion over the conduct of the function and ancillary matters including the provision of food, water, security staff and any other necessary aspect to ensure compliance with the Liquor Act 2007 and the Liquor Licence;
- (f) that the Caterer is appointed agent for the Liquor Licensee for that part of the Caterer's operation which involves the acquisition, stocking, sale or supply of liquor. The appointment of the Caterer as agent for ATPPML may be terminated at will by the Liquor Licensee;
- (g) that all liquor for the Function remains in the control of, the Liquor Licensee;
- (h) that the Caterer must at all times comply with the conditions of the Liquor Licence and the Caterer acknowledges receipt of a copy of the Liquor Licence and its conditions;
- (i) that at all times that alcohol is available for sale or supply at a function at the Park where the Caterer is engaged to provide Catering Services a Supervisor (employed by the Caterer) who has been previously approved by ATPPML, will be present to supervise the sale, supply and consumption of alcohol at that function;
- (j) that the Supervisor and all staff serving liquor will be required to have a Responsible Service of Alcohol Certificate and comply with the Liquor Licence; and
- (k) that the Supervisor will comply with directions from the Liquor Licensee concerning the sale and supply of alcohol and ancillary services at any function where the Caterer is engaged to provide Catering Services.

7. Confidentiality

- 7.1 The Caterer agrees to keep the Confidential Information confidential and must not deal with it in any way that might prejudice its confidentiality. These obligations continue indefinitely beyond the end of this agreement, unless and to the extent that:
- (a) disclosure of that Confidential Information is authorised by ATPPML; or
 - (b) the Confidential Information subsequently comes into the public domain otherwise than in breach of an obligation under this clause.
- 7.2 The Caterer must not use the Confidential Information or take any other action that may result in Clients or potential Clients not to hold functions at the Park.

8. Notice & Cancellation

- 8.1 The Caterer agrees to immediately inform ATPPML if:
- (a) the Caterer is unable to comply with these terms and conditions;
 - (b) the Caterer, including its employees, officers and agents, breach any condition of the Liquor Licence;
 - (c) the Caterer loses its Gold licence from Restaurant and Catering NSW or the Caterer's own liquor licence;
 - (d) the Caterer is at risk of, or does enter, bankruptcy, winding up, insolvency or administration.,

- 8.2 In the event of cancellation, other than by ATPPML:
- (a) earlier than 14 days before the relevant function the Caterer must still pay ATPPML 50% of the ATPPML Fee;
 - (b) within 14 days before the relevant function then the Caterer must pay ATPPML the full amount of the ATPPML Fee.
- 8.3 In the event of cancellation of the Function, ATPPML and the Caterer agree to immediately notify each other of that cancellation and ATPPML will not be liable to the Caterer for any claim or demand.
- 8.4 **The Caterer agrees to the above Terms and conditions: This engagement is valid between ATP and caterer for 12 months. I, as authorised representative of the Hirer (caterer and client), acknowledge that all information as listed is correct and hereby agree to abide by all conditions as listed on the Terms & Conditions of Use. ATP reserves the right to cancel this agreement should all terms & conditions not be met.**

9. Definitions

"**Client**" means a person engaging the Caterer to provide Catering Services at a Function;

"**Confidential Information**" means any information of a confidential nature including these terms and conditions, the ATPPML Fee and details of Clients who have held or propose to hold functions at the Park that may be provided by ATPPML to the Caterer and its employees, agents or contractors.

"**Event Contract**" means an event contract for a Function entered into by ATPPML and the Client;

"**Function**" means a function for which the Caterer has been engaged by the Client.

"**Catering Equipment**" means all the Caterer's equipment (or ATPPML equipment where appropriate) needed to carry out the Catering Services.

"**Catering Services**" means the Catering Services provided by the Caterer to the Client including those detailed in clause 3.1.

"**Liquor Licence**" means liquor licence number 24009875.

"**Liquor Licensee**" means the holder of the Liquor Licence at the relevant time.

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Name of Caterer

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Signature of authorised person signing on behalf of Caterer

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Name of authorised person

Dated: Effective from to