



**AGREEMENT BETWEEN**

**NATIONAL FILM AND SOUND ARCHIVE OF AUSTRALIA**

**ABN 41 251 017 588**

**and**

**<Supplier's Name>**

**ABN XX XXX XXX XXX**

**FOR**

**Café Operations and Strategic Events Partnership**

**CONTRACT NO. 2021/P147**

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## Date

This Deed is dated XX August 2021

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## Parties

This Licence is made between and binds the following parties:

1. The National Film and Sound Archive of Australia, ABN 41 251 017 588  
(Licensor)
2. [Supplier Name] ABN [XX XXX XXX XXX] (Licensee)

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## Context

This Licence is made in the following context:

- A. The Licensor and Licensee are parties to a Deed of Licence in relation to the operation of a café at the National Film and Sound Archive Building, Acton (ACT) and a strategic events partnership (Contract No. 2021/P147).
- B. The Licensee has fully informed itself about the Services and the Statement of Work set out in Schedule 2.
- C. The Licensee has agreed to provide the Services in accordance with the terms of this Licence.

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## Operative provisions

In consideration of the mutual promises contained in this document, the parties to this Licence agree as follows:

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### 1 Interpretation

#### 1.1 Definitions

- 1.1.1 Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

<b>Building</b>	means the Licensor's premises located at McCoy Circuit, Acton, ACT;
<b>Business Day</b>	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
<b>Catering Services</b>	means the catering services set out in the Statement of Work which may be offered to the Licensee by the

	Licensor from time to time in accordance with clause 3.7;
<b>Commencement Date</b>	means the date specified in Item A of Schedule 1;
<b>Confidential Information</b>	<p>means information that:</p> <ul style="list-style-type: none"> <li>. is by its nature confidential;</li> <li>. is designated by the Licensor as confidential; or</li> <li>. the Licensee knows or ought to know is confidential;</li> </ul> <p>but does not include information which:</p> <ul style="list-style-type: none"> <li>. is or becomes public knowledge other than by breach of this Licence or by any other unlawful means;</li> <li>. is in the possession of the Licensee without restriction in relation to disclosure before the date of receipt from the Licensor; or</li> <li>. has been independently developed or acquired by the Licensee;</li> </ul>
<b>Consumer Price Index</b>	means the 'All Groups CPI' weighted average across all capital cities, as published by the Australian Bureau of Statistics;
<b>Contract Material</b>	<p>means any Material:</p> <ul style="list-style-type: none"> <li>a. created for the purpose of this Licence;</li> <li>b. provided or required to be provided to the Licensor as part of the Services; or</li> <li>c. derived at any time from the Material referred to in paragraphs a or b;</li> </ul>
<b>End Date</b>	means the later of the last day of the Initial Term or the final day of any extension of this Term of this Licence under clause 2.2.1;
<b>Events Management</b>	means the events management, coordination, hosting, marketing and/or administration set out in the Statement of Work which may be offered to the Licensee by the Licensor from time to time in accordance with clause 3.7.
<b>Facilities</b>	means the Facilities set out in Schedule 4 to be made available by the Licensor to the Licensee for the Licensee's use in accordance with this Licence;
<b>Initial Term</b>	means the period specified in Item A Schedule 1.
<b>Licence</b>	means this licence and all schedules and attachments.

<b>Licence and Service Fee</b>	means the Licence and Service Fee payable by the Licensee each month in accordance with clause 3.1;
<b>Licensor</b>	includes the National Film and Sound Archive of Australia and any department, agency or other entity of the Commonwealth which is from time to time responsible for administering this Licence;
<b>Licensor's Representative</b>	means the person specified (by name or position) in Item F of Schedule 1 or any substitute notified to the Licensee;
<b>Material</b>	includes, equipment, software, goods, information and data stored by any means and the equipment and other items set out in Schedule 4 to be made available by the Licensor to the Licensee for the Licensee's use in accordance with this Licence;
<b>Opening Hours</b>	means the minimum required hours of café operation between Monday and Sunday, as set out in Schedule 2;
<b>Operating Rules</b>	means the rules contained in Attachment 1 to the Statement of Work;
<b>Outdoor Areas</b>	means the areas outside of the Premises shown as outdoor areas on the plan in Schedule 3;
<b>Parking Space</b>	means one car parking space located at McCoy Circuit Acton in any parking areas designated for and marked "contractor parking";
<b>Party</b>	means a party to this Licence Deed;
<b>Personal Information</b>	has the same meaning as the term 'personal information' in the <i>Privacy Act 1988 (Cth)</i> , that is: information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
<b>Personnel</b>	means a party's officers, employees, agents or contractors engaged in, or in relation to, the performance or management of this Licence;
<b>Premises</b>	means the internal café area within the Building as shown on the plan in Schedule 3 of this Licence;
<b>Public Areas</b>	means the areas outside of the Premises shown as public areas on the plan in Schedule 3;
<b>Services</b>	means the services described in the Statement of Work and includes the provision to the Licensor of the material specified in Item B of Schedule 1; and
<b>Service Level</b>	means the service level agreement set out in Schedule 5;



**Agreement**

**Statement of Work** means the statement of work set out in Schedule 2;

**Specified Personnel** means the Personnel specified in Item D [Specified Personnel] as required to perform all or part of the work constituting the Services;

**Term** means the term of this Licence being the period from the Commencement Date to the End Date, unless earlier terminated in accordance with this Licence;

**Venue Hire** means venue and facility hire arrangements set out in the Statement of Work which may be offered to the Licensee by the Licensor from time to time in accordance with clause 3.7.

**WHS Act** means the Work Health and Safety Act 2011 (Cth) and any corresponding WHS law as defined in that Act;

**WHS Laws** means the WHS Act, regulations made under the WHS Act and any Code of Practice approved for the purpose of the WHS Act.

1.2 **Interpretation**

1.2.1 The singular includes the plural and vice versa.

1.2.2 Reference to a person includes:

- a. a corporation or government body; and
- b. the legal representatives, successors and assigns of that person.

1.2.3 Reference to a right includes a remedy, authority or power.

1.2.4 Headings are for convenience only and do not form part of this Licence or affect its interpretation.

1.2.5 This Licence:

- a. contains the entire agreement and understanding between the Parties on everything connected with this Licence; and
- b. supersedes any prior agreement or understanding on anything so connected.

1.2.6 Unless the context requires or is otherwise stated in this Licence a Party's obligations must:

- a. be performed at its cost; and

- b. be performed throughout the Term of the Licence.
- 1.2.7 Nothing in this Licence shall be construed to constitute the Licensee a tenant of the Commonwealth in respect of its accommodation in the Building.
- 1.2.8 If anything in this Licence is unenforceable, illegal or void then it is severed and the rest of this Licence remains in force.
- 1.2.9 If a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected.
- 1.2.10 No agreement or understanding varying or extending this Licence shall be legally binding unless it is in writing and signed by both parties.
- 1.2.11 Except as specifically provided in this Licence nothing in it is to constitute or be deemed to constitute a partnership among the parties or any party as an agent for another for any purpose. No party will have authority to bind another or contract in the name of another in any way or for any purpose.
- 1.2.12 Where a party consists of more than one person this Licence binds those persons jointly and severally.
- 1.2.13 The Licensee acknowledges that under the *Australian Capital Territory (Self-Government) Act 1988* (Cth), the *Leases (Commercial and Retail) Act 2001* (ACT) does not apply to this Licence.
- 1.3 **When things can be done**
- 1.3.1 If a payment is due or a thing is to be done on a day other than a Business Day that payment must be made or the thing done on the next Business Day.

## **2 Term of the Licence**

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### **2.1 Commencement and Term**

- 2.1.1 This Licence commences on the Commencement Date and continues for the Initial Term or until terminated in accordance with this Licence (whichever is the earlier).

### **2.2 Option to Extend beyond Initial Term**

- 2.2.1 The Licensors and Licensee may extend the Licence beyond the Initial Term for additional periods of 12 months each, to be mutually agreed in writing not later than 90 days prior to the Initial Term, and for each extension period thereafter.
- 2.2.2 If the Licensors exercise any of the options in this Licence, any extensions of this Licence will, unless otherwise agreed by the Parties, be subject to the same terms and conditions as are contained in this Licence.

- 2.2.3 If:
- a. the Licensor and Licensee do not mutually agree to extend the Licence in accordance with clause 2.2.1; or
  - b. this Licence is earlier terminated or expires,
- all options under this Licence will automatically expire.

### **3 Fees**

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#### **3.1 Licence and Service Fee**

3.1.1 The Licensee will pay the Licensor a Licence and Service Fee in the amount specified in Item C of Schedule 1 per annum for the Term, payable in equal monthly instalments in advance from the date specified in Item C of Schedule 1, subject to CPI adjustment in accordance with clause 3.2.

3.1.2 The Licensee must pay to the Licensor the Licence and Service Fee in consideration for:

- a. The operation of an attractive café space in a central Canberra heritage location;
- b. the Licensee's use of utilities and services including electricity, gas, water (whether described as water consumption charges or excess water charges but excluding water rates) and other energy sources connected to the Premises or, consumed or used by the Licensee on the Premises and other Licensor Facilities and Material specified in Schedule 4; and
- c. the cost of external cleaning and maintenance services provided by the Licensor.

#### **3.2 CPI Adjustment of Licence and Service Fee**

3.2.1 The Licence and Service Fee will be adjusted on each anniversary from the Commencement Date during the Term of this Licence by the Licensor in accordance with the following clauses commencing on the first anniversary of the Commencement Date.

3.2.2 The Licensor will notify the Licensee of the adjusted Licence and Service Fee which will apply for the next year of the Licence.

3.2.3 The Licensee must pay the adjusted Licence and Service Fee from the relevant anniversary date.

3.2.4 The Licence and Service Fee will be adjusted by an amount not exceeding the Consumer Price Index (All Groups) for the preceding 12-month period.

### 3.3 **Review of Licence and Service Fee**

3.3.1 The Licensor may, at its discretion waive any requirement for a CPI adjustment.

3.3.2 The Licensor may increase the Licence and Service Fee at its discretion during the Term to take account of real increases in the costs of services provided by the Licensor to Licensee. The Licensor must act in good faith under this clause and must provide evidence of having incurred, or of being required to incur increased costs in providing the services ordinarily covered by the Licence and Service Fee (for example, significantly increased electricity and/or water costs).

### 3.4 **Invoices**

3.4.1 Licensor will submit invoices to the Licensee at the times specified in Item C of Schedule 1, and will include:

- a. the Licence and Service Fee details to which the invoice relates;
- b. the necessary details to be a valid tax invoice; and
- c. other information agreed between the Licensee and Licensor.

3.4.2 The Licensee must pay Licensor within 30 days of receiving the invoice.

3.4.3 If the Licensee disputes an invoice, the Licensee must pay the whole of the Invoice, but without prejudice to its rights to recover any amount in dispute when the matter is resolved.

### 3.5 **GST**

3.5.1 Unless otherwise stated all amounts payable by one Party to the other Party under this Licence are exclusive of GST.

### 3.6 **Interest**

3.6.1 If any moneys due to the Licensor under this Licence remain unpaid after the days on which they should have been paid, the Licensee shall pay to the Licensor interest on the moneys unpaid at the current published per annum General Interest Charge rate of the Australian Taxation Office per annum on the amount unpaid from the date on which they should have been paid until they are paid.

### 3.7 **Quotations for Catering Services, Venue Hire and Events Management**

3.7.1 The Licensor may request the Licensee to provide a quote for Catering Services, Venue Hire and/or Events Management.

3.7.2 The Licensee must, within such timeframe as reasonably required by the Licensor of a request in accordance with clause 3.7.1, give the Licensor a quote for the Catering Service, Venue Hire and/or Events Management.

- 3.7.3 The Licensor will promptly notify the Licensee if the Licensor accepts the quotation for the Catering Services, Venue Hire and/or Events Management.
- 3.7.4 If the Licensor accepts the quotation for Catering Services, Venue Hire and/or Events Management, the Licensee must provide the Catering Services, Venue Hire and/or Events Management at the quoted price accepted by the Licensor under clause 3.7.3 and in accordance with this Licence and the Statement of Work.
- 3.7.5 The Licensee may provide Catering Services, Venue Hire and/or Events Management in accordance with the Statement of Work to third parties who are hiring the venue or holding functions with the written consent of the Licensor.

### 3.8 **Non-exclusivity**

- 3.8.1 The Licensee acknowledges that:
- a. the Licensor is not obliged to obtain Catering Services, Venue Hire and/or Events Management, or any other services similar to the Services solely from the Licensee; and
  - b. it does not have exclusive rights to provide the Catering Services, Venue Hire and/or Events Management or other Services in the Building.
- 3.8.2 Notwithstanding clause 3.8.1 the Licensor will engage the Licensee to provide Catering Services, Venue Hire and/or Events Management for at least two major events per calendar year (for example exhibition launches or conference catering).

### 3.9 **No Agency**

- 3.9.1 Except as expressly provided in this Licence, the Licensee:
- a. is not an agent, representative, trustee, employee or partner of the Licensor by virtue of this Licence and must not represent itself as such in any circumstances; and
  - b. has no power or authority to act for or to assume any obligation or responsibility on behalf of the Licensor.

## 4 **Bank Guarantee**

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- 4.1.1 The Licensee must, by the Commencement Date, provide to the Licensor an unconditional bank guarantee in the amount of \$5,000.
- 4.1.2 The bank guarantee in clause 4.1.1 may be called upon by the Licensor if:
- a. the Licensee is in breach of this Licence;

- b. the Licensor has provided the Licensee with written notification of the default requiring the Licensee to rectify the default within 14 days from the date of the notice; and
  - c. the Licensee has failed to rectify the default by the expiry of the 14 day period.
- 4.1.3 If the Licensor calls on the bank guarantee under clause 4.1.2 then the Licensor may call on the bank guarantee for an amount up to or equivalent to the amount required to rectify the default.
- 4.1.4 Subject to clause 4.1.5, the Licensor will return the bank guarantee to the Licensee 14 days after the expiry or termination of this Licence.
- 4.1.5 If at the expiry or termination of this Licence, there are monies owing by the Licensee to the Licensor under clause 3, the Licensor may, without limiting its rights under clause 4.1.2, drawdown on the bank guarantee to satisfy the outstanding debts.

## **5 Naming Rights**

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### **5.1 Name of Café**

- 5.1.1 The Licensor agrees to consult with the Licensee in relation to naming the Premises, but the Licensor will remain entitled to make a final decision in the event that the Parties are unable to agree on a name for the Premises.
- 5.1.2 The Licensee must not make any change to the name given to the Premises under clause 5.1.1 without the prior written approval of the Licensor.
- 5.1.3 The Licensee must not use the name approved by the Licensor under clause 5.1.1 or a similar name for any purpose other than the provision of the Services to the Licensor at the Premises under this Licence.

### **5.2 Advertising and Promotion**

- 5.2.1 The Licensee must bear costs of all marketing, promotional and advertising activities in relation to the Services, or as mutually agreed between the parties in writing.
- 5.2.2 The Licensee must only advertise the Services, physically or virtually, in a manner and form which is acceptable to the Licensor, or as mutually agreed between the parties in writing.
- 5.2.3 The Licensor reserves the right to require the removal of any sign, advertisement, notice, menu or price list placed in the Premises by the Licensee.

- 5.2.4 In consultation with the Licensee, the Licensor will from time to time advertise the Services and Premises under its own marketing program at its cost or in conjunction with other marketing initiatives.
- 5.2.5 The Licensor must obtain the prior written approval of the Licensor to all marketing and advertising material and signage in relation to the Services. The Licensor will not withhold its consent unreasonably but must remain compliant with the requirements of the NFSA Heritage Management Plan (2021).

## **6 Permission of Occupy and Use**

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### **6.1 Use Permitted under Licence**

- 6.1.1 Subject to the Licensee complying with its obligations under clause 27.2, the Licensor shall permit the Licensee, its employees and agents a non-exclusive licence to occupy and use the Premises for the purpose of providing the Services.
- 6.1.2 The Outdoor Areas are excluded from the scope of the Licence referred to in clause 6.1.1.
- 6.1.3 Notwithstanding clause 6.1.2, the Licensor agrees to make the Outdoor Areas available to the Licensee for the Licensee's use in the manner provided for in clause 9.5. When the Outdoor Areas are made available to the Licensee, the Licensee must at all times use those Outdoor Areas in accordance with its obligations under this Licence, and where applicable treat the Outdoor Areas as if they form part of the licensed Premises.
- 6.1.4 The Licensor may also permit the use of such other areas of the Building as are necessary for the entry and exit of goods.

### **6.2 Use Permitted under Licence**

- 6.2.1 The Licensee shall not use the Premises except for:
- a. the purposes of a café and to provide the Services and the Catering Services, Venue Hire and/or Events Management;
  - b. the discharge of its obligations under this Licence; and
  - c. any other purpose permitted by this Licence.

### **6.3 No Warranty as to Suitability or as to Profitability**

- 6.3.1 The Licensor does not expressly or impliedly warrant that the Premises is now or will remain suitable or adequate for all or any of the purposes of the Licensee and the Licensee is deemed to have relied on its own expertise in assessing its suitability.

- 6.3.2 The Licensor gives no warranty as to the likely numbers of customers or profitability of the business carried on by the Licensee in the Premises, and the Licensor shall not be answerable to the Licensee for any loss or decrease in the gross receipts of the business due to any cause whatsoever.
- 6.3.3 The Licensee is fully responsible at its cost for making its own inquiries and obtaining legal, financial and such other professional advice in order to satisfy itself of all relevant matters prior to entering into this Licence.

## **7 Licensor Obligations**

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### **7.1 Building Services**

- 7.1.1 The Licensor shall provide normal building services to the Premises, but shall not be liable if such services are unavailable to the Licensee for any reason.
- 7.1.2 Nothing in clause 7.1.1 shall relieve the Licensee from responsibility for any loss or damage to property or equipment caused by the Licensee or its Personnel.

### **7.2 Licensor's Facilities and Material**

- 7.2.1 The Licensor will give the Licensee access to Facilities and Material set out in Schedule 4 subject to and in accordance with the terms of this Licence.
- 7.2.2 The Facilities and Material licensed under clause 7.2.1 remain the property of the Licensor.
- 7.2.3 The Licensee must keep and maintain the Facilities and Material in good condition and working order necessary to provide the Services in accordance with this Licence, and agree to facilitate an annual 'test and tag' by the Licensor.
- 7.2.4 The Licensee may notify the Licensor that an item of the Facilities and Material has reached the end of its useful life, in which case the Licensor will remove the item.
- 7.2.5 The Licensee will then need to replace the item at its own cost should it require future use of such an item to comply with this Licence and such item will remain the property of the Licensee.
- 7.2.6 The Licensee must not, without the prior written consent of the Licensor, use the Facilities or Material other than for the purposes of performing the Services in accordance with this Licence or modify them or transfer possession of them or create any interest in them in favour of a third party.

### **7.3 Negation of Tenancy**

- 7.3.1 Nothing in this Licence shall be construed to constitute the Licensee as being a tenant of the Licensor in respect of its accommodation in the Building or to give



the Licensee any estate or interest in the Premises, Outdoor Areas or the Building.

7.3.2 The Licensee must not lodge a caveat on the title to the land on which the Building is located.

## **8 Provision of Services**

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### **8.1 Obligations of the Licensee**

8.1.1 The Licensee must, in accordance with this Licence, provide the Services in the manner and, at a minimum, to the standards set out in the Statement of Work.

8.1.2 The Services provided by the Licensee must:

- a. comply with all representations made to the Licensor by the Licensee in relation to the standard, quality and timing of the Services (including representations made before this Licence was entered into);
- b. comply with all Australian Standards, laws and regulations and other requirements relating to food, beverage or food and beverage related services;
- c. be provided using a high degree of professional standards of skill, care and diligence; and
- d. be fit for purpose.

### **8.2 Specified Personnel**

8.2.1 The Licensee agrees that the Specified Personnel will be on the Premises at the times and during the hours specified in Item D of Schedule 1, except in the event of illness or other reasonable leave and perform work in relation to the Services in accordance with this Licence.

8.2.2 If Specified Personnel are unable to perform the work as required under clause 8.2.1 due to illness or reasonable leave, the Licensee agrees to notify the Licensor immediately as to who will be acting in their position and performing the work required by clause 8.2.1 during their time of absence.

8.2.3 The Licensor may, at its absolute discretion, request the Licensee to remove Personnel (including Specified Personnel) from work in relation to the Services.

8.2.4 If clause 8.2.2 or clause 8.2.3 applies, the Licensee will provide replacement Personnel acceptable to the Licensor at the earliest opportunity.

### **8.3 Notification of Change in Management of Premises**

8.3.1 Notwithstanding that the person is not a Specified Personnel, the Licensee must notify the Licensor if it intends to change any of its personnel who are engaged

in the day-to-day management of the café on the Premises and must consult with the Licensor when determining replacement management Personnel.

#### **8.4 Liaison with the Licensor's Representative**

8.4.1 The Licensee agrees to liaise with and comply with directions of the Licensor's Representative as reasonably required from time to time, including attendance at any regularly scheduled meetings.

#### **8.5 Licensee's Representative**

8.5.1 The Licensee must nominate a representative, who is appropriately qualified to supervise the provision of the Services and who is acceptable to the Licensor, who will be ultimately responsible for the supervision of the activities being conducted on the Premises at all times during which any activities relating to the Services are taking place.

#### **8.6 Responsibility of Licensee**

8.6.1 The Licensee is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Licence, and will not be relieved of that responsibility because of any:

- a. involvement by the Licensor in the performance of the Services;
- b. payment made to the Licensee on account of the Services;
- c. sub-contracting of the Services; or
- d. acceptance by the Licensor of replacement Personnel.

### **9 The Premises**

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#### **9.1 Conduct at Premises**

9.1.1 When using the Licensor's Premises, Facilities and Materials, the Licensee will comply with all reasonable directions of the Licensor relating to:

- a. the conduct and management of the Premises, the Outdoor Areas and the presence of the Licensee and its Personnel;
- b. occupational health and safety, hygiene and the prevention of health hazards on the Premises and Outside Areas;
- c. all laws and requirements that relate to the preparation, storage and sale of food and beverages in the Australian Capital Territory;
- d. facilitating refurbishment of the Premises or repairs or replacement of Licensor supplied Facilities and Materials; and

- e. comply with all laws and requirements that relate to the licensing of, and sale, supervision, security and storage of alcohol and liquor on the Premises.

## 9.2 **Use of the Premises**

9.2.1 The Licensee must not use the Premises except for the purposes permitted by this Licence, or as mutually agreed by official correspondence between the Licensor and Licensee.

9.2.2 The Licensee must not use the Premises or facilities to provide catering services, venue hire and/or events management to third parties, other than to the extent this is permitted by the Licensor as part of Catering Services, Venue Hire and/or Events Management or which occurs in the performance of the Services in accordance with this Licence.

9.2.3 The Licensee must not allow any person to smoke on the Premises.

## 9.3 **Delivery of Goods**

9.3.1 The Licensee must comply with any direction given by the Licensor in relation to the delivery of goods including but not limited to a direction as to the manner, time or place for the delivery of goods.

9.3.2 The Licensee is responsible for the coordination of all deliveries in relation to the Services, including Catering Services, Venue Hire and/or Events Management, and must ensure that all such deliveries are processed through the goods hoist entrance on the south-east side of the Building and not through the Licensee's main loading dock.

## 9.4 **Access and Use of Outdoor Areas**

9.4.1 The Licensee acknowledges that it is only permitted to access and use the Outdoor Areas in the performance of the Services during the times specified in Item A of the Statement of Work except on occasions when the Licensor requires the Outdoor Areas for its own operations, or where the Licensor has provided prior written consent to do so in the performance of any Catering Services, Venue Hire and/or Events Management.

9.4.2 Except in exceptional circumstances, the Licensor will notify the Licensee a minimum of five (5) Business Days prior to the Licensor using the Outdoor Areas.

9.4.3 For the avoidance of doubt, the Licensor has no right to any abatement of the Licence and Service Fee or any other Fee due to the Licensee as a result of the Licensor's use of the Outdoor Areas.

9.5 **ACT Government Outdoor Areas Requirements**

9.5.1 The Licensor must at all times comply with all applicable laws and regulations relating to the use of the Outdoor Areas, including but not limited to requirements imposed by the ACT Office of Regulatory Services relating to the use of Outdoor Areas and smoke free regulation and the *Roads and Public Places Act 1937* (ACT).

9.6 **Compliance with Rules**

9.6.1 The Licensee must comply with the Operating Rules and all other rules and directions given by the Licensor in relation to its occupation or use of the Premises.

9.7 **Emergency Procedures**

9.7.1 The Licensee must comply with all Licensor's requirements for security matters and participation in emergency procedures and drills.

9.7.2 All Licensee employees must complete the NFSA Contractor Protocols before commencement of any on-site work at the NFSA Building in Acton (ACT).

9.8 **Outbreak of Infectious Illness or Disease**

9.8.1 If any infectious illness, hygiene or health risk or disease breaks out in or about the Premises the Licensee shall immediately notify the Licensor, and at a time agreed to by the Licensor, thoroughly fumigate and disinfect the areas affected at its own expense and to the satisfaction of the appropriate health authority and the Licensor.

9.9 **Accident Reports**

9.9.1 All accidents involving the Licensee's staff, Licensor's staff or visitors which occur within the Premises or the Outdoor Areas must be reported to the Licensor's Representative within 24 hours of their occurrence.

9.10 **Lost, Damaged or Stolen Items**

9.10.1 The Licensee must notify the Licensor of any defect in, or damage to, the Premises or the need for any repairs and maintenance to the Licensor's Facilities or Material that may adversely affect the standard of the Services, and any subsequent equipment that may be purchased by the Licensor throughout the duration of this Licence.

9.10.2 Clause 9.10.1 has regard for the condition that the Premises, Facilities and Material are provided by the Licensor to the Licensee on the Commencement Date.

## **10 Cleaning and Maintenance**

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### **10.1 Cleaning and Maintenance by Licensor**

- 10.1.1 The Licensor will clean the Public Areas and Outdoor Areas as shown in the plans provided at Schedule 3 and part of the cost of this service is incorporated into the Licence and Service Fee.
- 10.1.2 The Licensor will arrange for bi-annual pest treatments of the Premises.

### **10.2 Cleaning and Maintenance by Licensee**

- 10.2.1 The Licensee must clean the Premises daily and ensure that it is sufficiently clean and presentable as a food service area, including but not limited to:
- a. food preparation areas, sales counters, floors, tables, chairs, display cabinets and surrounds; and
  - b. any other areas specified in the Statement of Work.
- 10.2.2 The Licensee must clean and maintain all grease traps associated with the Premises.
- 10.2.3 The Licensee must promptly remove all waste and recyclable items from the Premises.
- 10.2.4 The Licensee must ensure that it complies with all relevant laws, regulations and standards relating to food and cleanliness and other hygiene related matters.
- 10.2.5 The Licensee will repair and maintain certain assets in the Premises including but not limited to:
- a. the Licensor's Facilities and Material listed in Schedule 4 and the Licensee's minor assets;
  - b. fittings and furniture including kitchen exhaust canopies, dishwasher and oven; and
  - c. filters.
- 10.2.6 The Licensee must repair and maintain all the Licensee's assets in the Premises.
- 10.2.7 The Licensee must repair any other damage caused or contributed to by the Licensee or their Personnel or by the Licensee's use or occupation of the Premises or Outdoor Areas excluding fair wear and tear.
- 10.2.8 If the Licensee fails to comply with its cleaning and maintenance obligations and notice has been given, the Licensor may:

- a. carry out the requirements of this clause; and
- b. recover the cost from the Licensee.

## **11 Alterations**

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### **11.1 Landlord's Consent to Alterations**

- 11.1.1 The Licensee must not make any alteration to the Premises or Outside Areas, install any attachment, fitting or undertake any building work in the Premises or Outside Areas without the Licensor's prior written consent.
- 11.1.2 The Licensee must not remove from the Premises, alter or substitute any furniture without the Licensor's prior written consent.
- 11.1.3 Consent under clause 11.1.1 may be subject to any reasonable conditions of the Licensor.

## **12 Liquor Licensing**

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### **12.1 Obtaining Liquor Licence**

- 12.1.1 The Licensee must obtain a liquor licence under the *Liquor Act 2010 (ACT)* (the Act).
- 12.1.2 The liquor licence will cover the Premises and any other areas agreed between the Licensor and the Licensee and which are approved by the registrar under the Act.

### **12.2 Responsible Services of Alcohol**

- 12.2.1 The Licensee must ensure that it and its Personnel serve alcohol in a responsible manner and strictly in accordance with all laws, regulations and the terms of the Licensor's liquor licence under the Act.
- 12.2.2 The Licensee must ensure that it has appropriate measures in place at all times to bring about the responsible sale and consumption of alcohol.

### **12.3 Costs**

- 12.3.1 The Licensee is responsible for all costs associated with obtaining, renewing and holding current over the Premises and other licensed areas the liquor licence issued to the Licensee under the Act.

### **12.4 Suspension or Cancellation of Liquor Licence**

- 12.4.1 The Licensee must notify the Licensor within one (1) Business Day if its liquor licence is cancelled or suspended or if other disciplinary action or directions are issued to the Licensee under the Act.

## 12.5 **Requirement of Act**

12.5.1 The Licensee must comply with all applicable requirements of the Act that apply to its liquor licence, including but not limited to:

- a. occupancy loadings
- b. signage requirements.

## 13 **Car Parking**

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### 13.1 **Parking Space**

13.1.1 The Licensor has approved the use of one (1) Parking Space for the Licensee and its staff and will provide the Licensee with one (1) contractor sign.

13.1.2 Use of the Parking Space will only be valid if the contractor sign is displayed on the dashboard of the vehicle in the Parking Space.

13.1.3 The Licensee and its staff must not use more than one (1) Parking Space at any one time unless expressly authorised by the Licensor's Representative.

## 14 **Reports and Service Levels**

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### 14.1 **Reports**

14.1.1 The Licensee must, through the Licensee's Representative (or if that person is not available, another suitable representative of the Licensee) attend meetings with representatives of the Licensor (for the purpose of discussing matters relevant to the Services) at a venue and frequency specified in Item F of Schedule 1 and as otherwise notified by the Licensor during the Term.

14.1.2 Prior to the meeting conducted in accordance with clause 14.1.1, the Licensee must submit a report to the Licensor:

- a. that describes the then current state of the Services, including recent performance of any Catering Services, Venue Hire and/or Events Management;
- b. sets out progress in relation to issues raised at previous meetings (if any); and
- c. shows the income (gross and net) generated under this Licence in the period between reports.

### 14.2 **Service Level Agreement**

14.2.1 The Licensee must comply with the terms of the Service Level Agreement agreed between the Licensee and Licensor.

14.2.2 The Licensee agrees that it will:

- a. comply with the Service Level Agreement referred to in clause 14.2.1; and
- b. not conduct the Services in any way that does or is likely to affect compliance with the Service Level Agreement.

## **15 Environmental Policy**

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### **15.1 Recycling Policy**

- 15.1.1 The Licensee will be required to practice and encourage the recycling of waste and the use of rotatable wares.
- 15.1.2 The Licensee must minimise the use of takeaway containers and use only environment friendly recyclable materials such as recycled cardboard products. The Licensee must not use polystyrene packaging unless the Licensee considers that there is no suitable alternative form of packaging. In this case, the Licensee must notify the Licensor's Representative and seek the approval of the Licensor to use polystyrene packaging, which approval the Licensor must not unreasonably withhold.
- 15.1.3 The Licensee must conform to all relevant government waste, recycling and other environmental initiatives such as waste separation into appropriate recycling streams and the separation of non-organic from organic material.
- 15.1.4 The Licensee must use its best endeavours to encourage customers to recycle including by providing for the separation of waste into reusable, recyclable, compostable and landfill, by using separate bins or otherwise and by ensuring that each form of waste is separately collected.
- 15.1.5 The Licensee must pay particular attention to the recovery and recycling of oils and fats, and the Australian Government's environmental efficiency guidelines for energy and procurement of equipment/consumables.

### **15.2 Ozone Depleting Substances**

- 15.2.1 The Licensee agrees to minimise at all times the use of supplies produced by the use of ozone depleting substances or hazardous substances.

### **15.3 Supplies**

- 15.3.1 The Licensee must do all things possible to limit the use of supplies, such as packaging and other consumables that would be detrimental to the environment.



## **16 Assignment of Licence**

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### **16.1 Change in Licensor**

16.1.1 The Licensee acknowledges that during the Term of the Licence, the Commonwealth may transfer all or part of the functions of the National Film and Sound Archive of Australia (being the Licensor) to a different entity.

16.1.2 On receipt of a notice by the Licensee that the Commonwealth has transferred the functions of the National Film and Sound Archive of Australia (being the Licensor) to a different entity, from the date specified in the notice, this Licence will be deemed to be assigned to the different entity who shall be the Licensor for the purposes of this Licence from the date specified in the notice.

### **16.2 Consent to dealing**

16.2.1 The Licensee must not seek to transfer, sub-licence, part with possession or deal with its interest in this Licence without the Licensor's prior written consent.

### **16.3 Information to be given**

16.3.1 The Licensee's request for the Licensor's consent to an assignment of this Licence will include:

- a. the name and address of the proposed assignee;
- b. two (2) references as to the proposed assignee's financial circumstances;
- c. a copy of the proposed deed of assignment;
- d. business plan;
- e. Service Level Agreement/guarantee; and
- f. such other information as the Licensor reasonably requires.

### **16.4 Licensor's considerations**

16.4.1 In determining whether to grant consent, the Licensor may take into account whether the:

- a. Licensee satisfies the Licensor that the proposed assignee is financially secure and has the ability to carry out the Licensee's obligations under this Licence;
- b. proposed assignee signs a deed or agreement in which it covenants with the Licensor and the Licensee to perform the obligations of the Licensee under this Licence and gives such security as the Licensor reasonably requires;
- c. Licensee complies with any other reasonable requirements of the Licensor including guarantees;

- d. Licensee is in breach of this Licence; and
- e. Licensee pays the Licensor's reasonable costs of giving its consent.

## 16.5 **What are Licensor's reasonable costs**

16.5.1 In clause 16.4 the Licensor's reasonable costs comprise its reasonable administrative and legal costs and expenses directly related to the giving of consent including enquiries about a person's respectability, financial soundness and reputation.

## 17 **Other Services in the Building**

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### 17.1 **Vending Machines**

17.1.1 The Licensee acknowledges that there is a vending machine providing drinks to staff in the Annex Building.

### 17.2 **Other Sales**

17.2.1 The Licensee acknowledges that other food and confectionary items may be sold throughout the Building for fundraising activities for example social clubs, schools and recognised charities.

## 18 **Confidential Information**

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### 18.1 **Confidential Information not to be disclosed**

18.1.1 Subject to this clause 18 a Party must not, without the prior written consent of the other Party, disclose the other Party's Confidential Information.

18.1.2 The obligations on the Parties under this clause 18 will not be taken to have been breached to the extent that a Party is required by law to disclose the Confidential Information.

18.1.3 If a Party discloses Confidential Information to another person pursuant to clause 18.1.2, the Party must advise the receiving person that the information is Confidential Information.

18.1.4 The Licensor may disclose Confidential Information of the Licensee if the Confidential Information:

- a. is disclosed by the Licensor to its Personnel or its or their advisers in order to comply with obligations, or to exercise rights, under this Licence or to enable effective management or auditing of Licence-related activities;
- b. is disclosed by the Licensor to the responsible Minister or in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

- c. is shared by the Licensor within the Licensor, or with another agency, where this serves the Commonwealth's legitimate interests;
- d. is authorised or required by law, including under this Licence, under a licence or otherwise, to be disclosed; or
- e. is in the public domain otherwise than due to a breach of this clause 18.

18.1.5 The obligations under this clause 18 continue, notwithstanding the expiry or termination of this Licence.

## 18.2 **No reduction in privacy obligations**

18.2.1 This clause 18 does not detract from any of the Licensee's obligations under the *Privacy Act 1988 (Cth)*, or under clause 18, in relation to the protection of Personal Information.

## 19 **Security**

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### 19.1 **General Security Obligations**

19.1.1 The Licensee agrees to ensure that its Personnel comply with:

- a. the security requirements specified by the Licensor; and
- b. any variations or additions to these security requirements that the Licensor (in its absolute discretion) notifies the Licensee in writing, from the date specified in the notice.

19.1.2 The Licensee acknowledges that in performing the Licence, it may become subject to certain statutory provisions relating to security and security issues, and agrees to ensure that its Personnel are aware of, and comply with those statutory provisions.

### 19.2 **Personnel Security**

19.2.1 If required by the Licensor, the Licensee must obtain prior written authorisation from the Licensor for any Personnel who may be required to enter in the Licensor's Building or places, including but not limited to the NFSA Contractor Protocols and associated site induction materials.

19.2.2 During the term of the Licence, the Licensor may require the Licensee's personnel including Specified Personnel, to obtain a security clearance or Police security check. The Licensee will co-operate in providing the necessary information to the Licensor to enable it to undertake the checks. The Licensor will bear the costs of the security/police checks.

## **20 Protection of Personal Information**

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### **20.1 Obligations of Licensee**

- 20.1.1 The Licensee acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (the Privacy Act) and agrees in respect of the provision of the Services under this Licence:
- a. not to do any act or engage in any practice which, if done or engaged in by a Licensor, would be a breach of an Information Privacy Principle contained in section 14 of the Privacy Act;
  - b. not to engage in an act or practice that would breach a National Privacy Principle (particularly NPPs 7 to 10), unless that act or practice is explicitly required under this Licence;
  - c. to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Licence that are inconsistent with an NPP binding on a party to this Licence);
  - d. to notify the Licensor immediately if the Licensee becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 20, whether by the Licensee or its Personnel or any subcontractor; and
  - e. to comply with any directions, guidelines, determinations or recommendations notified by the Licensor to the Licensee relating to this clause 20.
- 20.1.2 The Licensee agrees to ensure that any sub-contract entered into by the Licensee relating to this Licence imposes on the sub-contractor the same obligations that the Licensee has under this clause 20 (including this requirement in relation to subcontracts).
- 20.1.3 In this clause 20, the terms 'information privacy principle' and 'national privacy principle' have the same meaning as they have in section 6 of the Privacy Act.

## **21 Audits and Access**

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### **21.1 Audit and Access to Materials**

- 21.1.1 The Licensee must participate in audits of the Licence at the frequency and in relation to the matters specified by Licensor (including on an ad hoc basis if requested by Licensor), for the purpose of ensuring the Licence is being properly performed and administered. The Licensor may appoint an independent person to assist in the audits. Audits may consider all aspects of the Licensee's performance including but not limited to any key performance indicators, benchmarks, targets or the Service Level Agreement.

- 21.1.2 The Licensor must use reasonable endeavours to ensure that audits performed pursuant to clause 21.1.1 do not unreasonably delay or disrupt in any material respect the Licensee's performance of its obligation under the Licence.
- 21.1.3 The Licensee must participate promptly and cooperatively in any audits under this clause 21 conducted by the Licensor or its nominee.
- 21.1.4 Audits under this clause may be conducted of:
- a. the Licensee's practices and procedures as they relate to the Licence including security procedures;
  - b. the manner in which the Licensee performs its obligations under the Licence;
  - c. the compliance of the Licensee's invoices and reports with its obligations under the Licence;
  - d. the Licensee's compliance with all of its obligations under the Licence;
  - e. the Licensee's compliance with its confidentiality, security and Commonwealth policy obligations under the Licence; and
  - f. any other matter determined by the Licensor to be relevant to the performance of the Licensee's obligations under the Licence.
- 21.1.5 The Licensor must give the Licensee reasonable notice of an audit under this clause 21 and, where reasonably practicable, an indication of which documents and/or class of documents the auditor may require, except for those circumstances in which notice is not, in the Licensor's reasonable opinion, practicable or appropriate (e.g. caused by a regulatory request with shorter notice, or investigation of theft, or breach of Licence), and without limiting any other right, recourse or remedy of the Licensor available under this Licence or at law.
- 21.1.6 The Licensee must, and must ensure that its Personnel, grant the Licensor and its nominees or the Auditor-General and its nominees access as required by the Licensor or the Auditor-General, to the Premises and the Licensee's data, systems records, accounts and other financial material or Material (including the Licensor property) relevant to the performance of this Licence, however and wherever stored or located, under the Licensee's or its Personnel's custody, possession or control for inspection and/or copying.
- 21.1.7 In the case of Material stored on a medium other than in writing, the Licensee must make available within a reasonable time of request by the Licensor, or its nominees or the Auditor-General or its nominees, at no additional cost to the Licensor, such reasonable facilities as may be necessary to enable a legible reproduction to be created.

- 21.1.8 The Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions and/or powers respectively, may, at reasonable times:
- a. access the Premises at any of the Licensee's other premises;
  - b. require the provision by the Licensee or its Personnel, of records and other information which are related to this Licence; and
  - c. access, inspect and copy documentation and records or any other matter relevant to the Licensee's obligations or performance of this Licence, however stored, in the custody or under the control of the Licensee or its Personnel.
- 21.1.9 The requirement for, and participation in audits does not in any way reduce the Licensee's responsibility to perform its obligations in accordance with the Licence.
- 21.1.10 Subject to any express provisions in the Licence to the contrary each party must bear its own costs of any audits.
- 21.1.11 The Licensee must promptly take, at no additional cost to Licensor, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Licensee has under the Licence:
- a. supplied any Services, including Catering Services, Venue Hire and/or Events Management;
  - b. paid the Licence and Service Fee; or
  - c. received or paid any other amounts from or to the Licensor.
- 21.1.12 The Licensor must pay the reasonable costs of any third or subsequent audit in a 12-month period under this clause 21, unless it discloses any material error, material misrepresentation or material failure to comply with this Licence, in which case the Licensee must pay.
- 21.1.13 Notwithstanding any other provision of this Licence, this clause 21 applies for the Term and for a period of 7 years from the end of the Term or termination of this Licence.

## **22 Work Health and Safety**

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### **22.1 WHS Act and WHS Laws**

- 22.1.1 In this clause 22 the words Inspector, Notifiable Incident, Regulator and WHS Entry Permit Holder have the meanings given in the WHS Act.

22.1.2 Where there is any inconsistency between this clause 22 and the WHS Laws, the WHS Laws prevail to the extent of the inconsistency.

## 22.2 **Safety obligations**

22.2.1 The Licensee must, and must ensure its Personnel in performing this Licence:

- a. comply with the WHS law;
- b. perform the Licensee's obligations under this Licence in a safe manner;
- c. do not, by act or omission place the Licensor in breach of its obligations under the WHS Laws;
- d. inform themselves of the Licensor's work health and safety policies and procedures relevant to the fulfilment of this Licence;
- e. comply with any reasonable instruction from the Licensor relating to work health and safety and any directions issued by any person having authority under the WHS Laws to do so;
- f. communicate, consult and coordinate with the Licensor in relation to health and safety matters arising from the performance of this Agreement (including meeting with the Licensor as required by the Licensor and communicating any issues or concerns, or any specific requirements under or arising from the WHS Laws, as soon as practicable); and
- g. provide the Licensor with copies of all notices and correspondence issued to the Licensee by any person under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

22.2.2 If the Licensee is required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the performance of this Agreement:

- a. at the same time, or as soon as is possible in the circumstances, give Notice of such incident and provide the Licensor with a copy of any written notice provided to the Regulator; and
- b. provide to the Licensor, within such time as the Licensor specifies, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.

22.2.3 The Licensee must within 24 hours of becoming aware of the following circumstances, inform the Licensor of the full details of:

- a. any suspected contravention of the WHS Laws relating to the Services, including Catering Services, Venue Hire and/or Events Management;
- b. any workplace entry by a WHS Entry Permit Holder, or an inspector appointed under the WHS Act, to any place where this Licence is being performed or undertaken; and

- c. any proceedings against the Licensee, or any decision or request by the Regulator given to the Licensee, under the WHS Laws; and
- d. any cessation or direction to cease work relating to the performance of this Licence, due to unsafe work.

22.2.4 The Licensee must cooperate with any investigation undertaken by the Licensor concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, or any audit of the Licensee's work health and safety performance, arising out of, or in respect of, the performance of this Licence.

### 22.3 **Documentation**

22.3.1 If the Licensee is required by the WHS Laws to:

- a. prepare, submit, supply, obtain or review any document (including any management plan, risk assessment, safe work method statement, emergency plan, safety data sheet, notice to the Regulator or register); or
- b. obtain or sight any licence, permit or authorisation (WHS Licence),

in relation to performing its obligations under this Licence, the Licensee must, before commencing or continuing work:

- c. prepare, submit, supply, obtain or review the document or obtain or sight the WHS Licence as required; and
- d. provide a copy of the document or WHS Licence to the Licensor,

allowing sufficient time for the Licensor to review the document or WHS Licence and consult as it considers appropriate.

### 22.4 **Sign and barriers**

If the Licensee is required by the WHS Laws to display any sign or install any barrier in relation to the Services performed by WHS Workers, the Licensee must do so before commencing or continuing work.

### 22.5 **Suspension**

- a. Without limiting any other right or remedy of the Licensor, if the Licensor is not satisfied that the Licensee is performing the Services, including Catering Services, Venue Hire and/or Events Management in compliance with its work health and safety obligations under this Licence or relevant legislation, the Licensor may direct the Licensee to suspend work on part or all of the Services.
- b. If the Licensor directs the Licensee under clause 22.5a, the Licensee must suspend work on the Services as directed until the Licensee satisfies the Licensor that the Services will be performed in compliance with its work health and safety obligations.



## **23 Release and Indemnity**

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### **23.1 Release**

23.1.1 To the extent permitted by law, the Licensee releases the Licensor from any loss, damage, expense (including legal costs and expenses on a solicitor / own client basis) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the Licensor for or in respect of any injury, death, or loss of or damage to any property or any other loss or damage whatsoever arising on the Premises or the Outdoor Areas or in or outside the Building or arising out of the use of the Premises or the Outdoor Areas by the Licensee except to the extent that the loss, damage or expense was caused by the negligent act or omission of the Licensor.

### **23.2 Indemnity**

23.2.1 The Licensee indemnifies the Licensor from and against any:

- a. cost or liability incurred by the Licensor;
- b. loss of or damage to property of the Licensor; or
- c. loss or expense incurred by the Licensor in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Licensor,

arising from either:

- d. a breach by the Licensee of this License; or
- e. an act or omission involving fault on the part of the Licensee or its Personnel in connection with this License.

23.2.2 The Licensee's liability to indemnify the Licensor under clause 23.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Licensor or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

23.2.3 The right of the Licensor to be indemnified under this clause 23 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Licensor is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

## **24 Dispute resolution**

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### **24.1 Procedure for dispute resolution**

24.1.1 The parties agree that a dispute arising under this Licence will be dealt with as follows:

- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- b. within 10 Business Days each party will nominate a representative not having any prior involvement in the dispute;
- c. the representatives will try to settle the dispute by direct negotiation between them;
- d. failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to an independent third person with power:
  - A to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
  - B to mediate and recommend some form of non-binding resolution;
- e. the parties will cooperate fully with any process instigated under clause 23.1.1(d) in order to achieve an expedient resolution; and
- f. if a resolution is not reached within a further 30 Business Days, either party may commence legal proceedings.

## 24.2 **Costs**

- 24.2.1 Each party will bear its own costs of complying with this clause 24, and the parties must bear equally the cost of any third person engaged under clause 23.1.1(d).

## 24.3 **Continued performance**

- 24.3.1 Despite the existence of a dispute, the Licensee must (unless requested in writing by the Licensor not to do so) continue to perform the Services.

## 24.4 **Exemption**

- 24.4.1 This clause 24 does not apply to:
  - a. action by the Licensor under or purportedly under clause 25.1;
  - b. action by the Licensor under or purportedly under clause 25.2.2; or
  - c. legal proceedings by either party seeking urgent interlocutory relief.

## **25 Termination or reduction in scope of the Services**

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### 25.1 **Reduction in Scope of Services**

- 25.1.1 The Licensor may, at any time by notice, terminate this Licence or reduce the scope of the Services immediately.
- 25.1.2 The Licensee agrees, on receipt of a notice of termination or reduction:

- a. to stop or reduce work as specified in the notice;
  - b. to take all available steps to minimise loss resulting from that termination or reduction; and
  - c. to continue work on any part of the Services, including Catering Services, Venue Hire and/or Events Management not affected by the notice.
- 25.1.3 In the event of termination under clause 25.1.1, the Licensor will be liable only:
- a. to pay any amount relating to Services completed before the effective date of termination;
  - b. to reimburse any expenses the Licensee unavoidably incurs relating entirely to Services not covered under clause 25.1.3a.
- 25.1.4 The Licensor will not be liable to pay compensation under clause 25.1.3a and 25.1.3b in an amount which would, added to any fees already paid to the Licensee under this Licence, together exceed the Fees set out in Schedule 1.
- 25.1.5 In the event of a reduction in the scope of the Services under clause 25.1.1, the Licensor's liability to pay fees or allowances, meet costs or provide facilities and assistance unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.
- 25.1.6 The Licensee will not be entitled to compensation for loss of prospective profits.
- 25.2 Termination for Fault**
- 25.2.1 If a party fails to satisfy any of its obligations under this Licence, then the other party – *if it considers that the failure is:*
- a. *not capable of remedy* – may, by notice, terminate this Licence immediately;
  - b. *capable of remedy* – may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Licence immediately by giving a second notice.
- 25.2.2 The Licensor may also by notice terminate this Licence immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Licensee:
- a. *being a corporation* – comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an order made against it for the purpose of placing it under external administration;
  - b. *being an individual* – becomes bankrupt or enters into a scheme of arrangement with a creditor;

- c. fails to perform or observe any term or obligation contained in this Licence and the default has not been remedied within 10 Business Days of Licensor issuing notice of the default to the Licensee; or
- d. the Licensee assigns or attempts to assign its rights otherwise than in accordance with the requirements of this Licence.

## **26 Licensee's Obligations on Expiration or Termination of Licence**

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### **26.1 Obligations on Expiration or Termination**

26.1.1 Upon the expiration or termination of this Licence:

- a. the Licensee shall peaceably surrender and yield up to the Licensor the Premises, Facilities and Material in good order and condition, reasonable wear and tear excepted;
- b. make good and reinstate any alterations or additions made to the Premises during the Term by the Licensee, if required by the Licensor;
- c. in addition the Licensee shall remove all goods and stock not owned by the Licensor and repair all damage caused by that removal;
- d. the Licensor shall have an option to purchase from the Licensee all unsold or unused stock purchased by the Licensee for the purpose of this Licence at wholesale or book value, whichever is the lower. The option shall be exercised, if at all, within 14 Business Days immediately following expiration or termination.

### **26.2 Business Name**

26.2.1 The Licensee must only use a business name (approved by the Licensor's Representative and registered in accordance with the *Business Names Registration Act 2011*) approved by the Licensor (such approval not to be unreasonably withheld) in connection with the café, during the Term. At the end of the Term, the Licensee must, if so required by the Licensor's Representative, transfer the business name (without payment).

26.2.2 The Licensee will, on request by the Licensor, execute a transfer of business name to the Licensor which will be held in escrow until the termination or expiry of this Licence or otherwise arrange for the transfer of the business name to the Licensor or its nominee.

26.2.3 The Licensor must not use any name of any kind associated with the Premises, the Building or the Licensor in respect of any other business of the Licensee, unless explicitly authorised by the Licensor in writing.

## 26.3 **Transfer of Liquor Licence**

26.3.1 If required by the Licensor, the Licensee must submit at its own cost an application to the registrar in accordance with the requirements of the *Liquor Act (ACT) 2010* and do all things to otherwise procure the transfer of the liquor licence in respect of the Premises held by the Licensee to the Licensor or its nominee.

26.3.2 Should the Licensee, following the Commencement Date and for the full duration of the Term, fail to hold and maintain a liquor licence for the Premises, and subsequently fail to regain a liquor licence within 10 Business Days, the Licensor may terminate this Deed of Licence.

## 27 **General provisions**

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### 27.1 **Compliance with other laws**

27.1.1 The Licensee agrees, in carrying out this Licence, to comply with all relevant legislation of the Commonwealth or of any State, Territory or local authority, and in particular:

- a. the *Crimes Act 1914* (Cth);
- b. the *Racial Discrimination Act 1975* (Cth);
- c. the *Sex Discrimination Act 1984* (Cth);
- d. the *Disability Discrimination Act 1992* (Cth);
- e. the *Workplace Gender Equality Act 2012* (Cth);
- f. the *Work Health and Safety Act 2011* (Cth);
- g. the *Freedom of Information Act 1982* (Cth);
- h. *Heritage Act 2004 ACT*;
- i. *Public Unleased Land Act 2013* (ACT);
- j. *Liquor Act 2010* (ACT);
- k. *Archives Act 1983* (Cth): and
- l. *National Film and Sound Archive of Australia Act 2008*(Cth).

### 27.2 **Insurance**

27.2.1 The Licensee must effect and maintain the insurance specified in Item G of Schedule 1 and ensure that it remains valid and current for the duration of the Term of this Licence.

27.2.2 The Licensee must within 2 Business Days of a request by the Licensor, provide proof of insurance acceptable to the Licensor.

27.2.3 The Licensee must take out such additional insurances and increase the amount of coverage of existing insurances if this is reasonably required by the Licensor during the Term.

27.2.4 This clause 27.2 continues in operation for so long as any obligations remain in connection with the Licence.

### 27.3 **Damage to Premises**

27.3.1 If the Premises is wholly or partially unfit for the Licensor to occupy and use for the purposes of providing the Services, then the Licence and Service Fee payable by the Licensee under this Licence (or a fair and just proportion according to the nature and extent of the effect upon the Premises) will be suspended and cease to be payable in respect of the period from the date the unfitness commences until the Premises has been made fit for occupation and use and is otherwise accessible.

### 27.4 **Sub-contractors**

27.4.1 The Licensee must not sub-contract the performance of any part of the Services without the Licensor's prior written consent.

27.4.2 In giving written consent under clause 27.4.1, the Licensor may impose such terms and conditions or process requirements as it reasonably thinks fit.

27.4.3 The Licensor may revoke its consent of a Sub-contractor on reasonable grounds at any time.

27.4.4 If the Licensee enters into a Sub-contract it must ensure that the Sub-contract contains a provision which requires the Sub-contractor to notify the Equal Opportunity for Women in the Workplace Agency and the Licensor of any failure to comply with the *Equal Employment Opportunity for Women in the Workplace Act 1999* (Cth).

### 27.5 **Relationship of the parties**

27.5.1 Notwithstanding any other provision of this Licence, the Licensee is not, by virtue of this Licence an officer, employee, partner or agent of the Licensor, nor does the Licensee have any power or authority to bind or represent the Licensor.

27.5.2 The Licensee agrees:

- a. not to misrepresent its relationship with the Licensor; and
- b. not to engage in any misleading or deceptive conduct in relation to the Services.

27.6 **Waiver**

27.6.1 A failure or delay by a party to exercise any right or remedy it holds under this Licence or at law does not operate as a waiver of that right.

27.6.2 A single or partial exercise by a party of any right or remedy it holds under this Licence or at law does not prevent the party from exercising the right again, or from exercising its rights to the full extent to which it has not done so already.

27.7 **Survival**

27.7.1 Unless the contrary intention appears, the expiry or earlier termination of this Licence will not affect the continued operation of any provision relating to:

- a. Confidential Information;
- b. the protection of Personal Information;
- c. information security;
- d. an indemnity;
- e. audit; or
- f. any other provision which expressly or by implication from its nature is intended to continue.

27.8 **Notice**

27.8.1 A notice under this Licence is only effective if it is in writing, and dealt with as follows:

- a. *if given by the Licensee to the Licensor* – addressed to the Licensor's Representative at the address specified in Item J [*Licensor's Address for Notices*] or as otherwise notified by the Licensor; or
- b. *if given by the Licensor to the Licensee* – given by the Licensor's Representative (or any superior officer to the Licensor's Representative) and addressed (and marked for attention) to the individual specified in Item L [*Licensee's Address for Notices*] or as otherwise notified by the Licensee.

27.8.2 A notice is to be:

- a. signed by the person giving the notice and delivered by hand;
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted electronically by the person giving the notice by electronic mail transmission.

27.8.3 A notice is deemed to be effected:

- a. *if delivered by hand* – upon delivery to the relevant address;

- b. *if sent by post* – upon delivery to the relevant address; or
- c. *if transmitted electronically* – upon actual receipt by the addressee.

27.8.4 A notice received after 5PM AEST, or on a day that is not a Business Day, is deemed to be effected on the next Business Day.

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## **SCHEDULE 1.**

### **A. Commencement and Term** (see clause 1.1.1)

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**Commencement Date:** XX

**Initial Term:** 36 months from the Commencement Date.

**Extension options:** Additional periods of 12 months may be mutually agreed in writing by not later than 90 days prior to the Initial Term expiry, and for each extension period thereafter.

### **B. Required Contract Material**

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- a. Copies of insurance documents
- b. Business Plan
- c. Copy of Business Registration
- d. Service Level Agreement
- e. Copy of food business licence
- f. Unconditional Bank Guarantee
- g. Copies of maintenance schedules for equipment and grease traps

### **C. Fees** (see clause 3)

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#### **C.1. Licence and Service Fee**

Licence and Service Fee \$30,000 annually (\$2,500 per month), subject to CPI adjustment in accordance with clause 3.2.

#### **C.2. Invoicing and Licensor's Bank Details**

C.2.1. A monthly tax invoice will be issued to the Licensee covering the Licence and Service Fee.

C.2.2. All monthly fees payable by the Licensee under this Licence must be made to the Licensor's bank account nominated below within 30 days of receiving the Licensor's invoice.

C.2.3. The first Licence and Service Fee instalment is due on TBD 2021.

C.2.1. Licensor bank details are as follows:

Account Name: National Film and Sound Archive

Address: McCoy Circuit, ACTON, 2601

Bank Name: Westpac

BSB Number: 032-727

Bank Account Number: 185161

**D. Specified Personnel**  
(see clause 8.2)

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One or more of the following Specified Personnel must be present on the Premises at the following times:

**D.1. Times**

Normal Operating Hours:

1. Monday to Friday 8:30 AM to 3:30 PM
2. Saturday 10:00 AM to 3:00 PM
3. Sunday 10:00 AM to 3:00 PM

Public holidays and/or special event Operating Hours are as mutually agreed.

**D.2. Specified Personnel**

Licensee's Representative: **XX**

Operations Manager: **XX**

Duty Manager/Senior Staff Member: **XX**

Creative Designer: **XX**

Cater: **XX**

Events Coordinator:

**E. Licensor's Representative**  
(see clause 8.3)

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The Licensor's Representatives are:

1. **[Name]**  
**[Position]**  
**[Phone] / [E-mail]**
2. **[Name]**  
**[Position]**  
**[Phone] / [E-mail]**

## **F. Meetings and Reports**

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### **F.1. Frequency of Meetings and Reports**

F.1.1. Meetings will be held every month, and report(s) required to be provided under clause 14.1 will also be provided at this time, at a venue and time mutually agreed between the Parties.

## **G. Insurance**

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(see clause 27.2)

- workers' compensation as required by law.
- public liability insurance to a value of \$20 million for any one event, in joint names of the Licensor and the Licensee.
- product liability insurance to a value of \$20 million.

## **H. Licensor's Address for Notices**

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(see clause 27.8.1a)

Physical address	National Film and Sound Archive McCoy Circuit ACTON ACT 2600
Postal address	GPO Box 2002 CANBERRA ACT 2601
Email	[E-mail]
Phone	[Phone]

## **I. Licensee's Address for Notices**

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(see clause 27.8.1b)

Physical address	[Physical Address]
Postal address	[Postal Address]
Email	[E-mail]
Phone	[Phone]

## SCHEDULE 2. STATEMENT OF WORK

### **A. Café Operations, Catering Services, Venue Hire and Events Management**

#### **A.1. Café Services and Opening Hours**

- A.1.1. The Licensee must manage, operate and supervise the Premises.
- A.1.2. The Licensee must provide café services between 8:30AM and 3:30PM Monday to Friday and between 10AM and 3PM on Saturday and Sunday. The Licensee may add to these hours by providing two weeks' notice to the Licensor.
- A.1.3. The Licensee must be at the Premises and allow sufficient time to set up and be operating to suit the needs of customers within the specified Opening Hours.
- A.1.4. The café services to be provided include, but are not limited to, the provision of light refreshments and hot and cold meals and a range of alcoholic and non-alcoholic beverages and tea and coffee.
- A.1.5. The Licensee must (at its own expense) obtain a liquor licence under the *Liquor Act 2010* (ACT) (the Act) and comply with all obligations of the liquor licence and/or the Act.
- A.1.6. Foods and beverages provided are to:
- a. be of a high quality and consistent standard;
  - b. include high quality professionally made coffee;
  - c. provide patrons with a range of options of foods, including those with healthy and low-fat ingredients;
  - d. labelled with the contents of the food so as to cater for those with specific dietary requirements;
  - e. varied as reasonably requested by the Licensor and to suit the needs of patrons.
- A.1.7. The Licensee must provide EFTPOS facilities and services in the Premises, except where it can be proven that usage levels are not viable.

#### **A.2. Catering Services, Venue Hire and Events Management**

- A.2.1. The Licensee may choose to provide services at events held at the Building which are either run by the Licensor or by third parties under a venue-hire agreement with the Licensor ("Event"). In relation to Events:
- a. The Licensor will give the Licensee a minimum of two weeks' notice of an Event;

- b. The Licensee will notify the Licensor if it intends to open the café for the Event within 7 days of the Licensor's original notification of the Event;
  - c. The Licensor will liaise with the Licensee about ticket sales, audience numbers and other information that may impact on trade and/or staffing of an Event; and
  - d. The Licensor must give at least five Business Days' notice of not trading during an Event to allow the Licensee time to make other catering arrangements.
- A.2.2. When providing Catering Services, Venue Hire and/or Events Management, the Licensee must comply with the terms of this Licence, including this Statement of Works.
- A.2.3. In addition to providing the food and beverages listed at A.1.7 above, when providing Catering Services, Venue Hire, and/or Events Management, the Licensee must also provide a high quality (but limited) selection of wine by the glass and the bottle and other alcoholic beverages, for example beer.
- A.2.4. The Licensee is responsible for all costs associated with obtaining, renewing and holding current over the Premises and other licensed areas the liquor licence or permit required under the Act to serve and sell alcohol as part of the Catering Services, Venue Hire and/or Events Management.

**Note To Tenderers: In accordance with Evaluation Criterion 7 (Quality and innovation of ideas for a strategic events partnership) of this RFT process, the NFSA are seeking to enter into a strategic events partnership with the successful café operator. To this effect, the NFSA are open to receiving Tender Responses that set out potential avenues for collaboration and profit-sharing activities, of which any mutually agreed mechanisms and associated fee structures will be documented in the Deed of Licence in this Section.**

**Tenderers are encouraged to set out their proposal for any relevant ideas, activities and initiatives in *RFT Document 3 – Tender Form and Schedules*.**

## **B. General obligations**

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### **B.1. The Licensee must:**

- a. Maintain a quality control system, approved by the Licensor at all times.
- b. Maintain sufficient staffing to provide high quality, prompt customer service.
- c. Ensure that staff are dressed in a uniform that is neat, clean and appropriate to the Services being provided and that has been approved by the Licensor.

- d. Ensure that all staff are professional, courteous, and compliant with legislative requirements of operating a food service business.
- e. Provide adequate and appropriate training for all staff employed by it to the satisfaction of the Licensor including but not limited to the areas of food handling, customer service, Work Health and Safety and must keep continuous records of training provided and at the request of the Licensor, the Licensee must provide those records for inspection.
- f. Ensure that all staff are briefed to the satisfaction of the Licensor concerning the performance of the services and all other relevant obligations owed to the Licensor under this Licence.
- g. Comply with all requirements reasonably notified by the Licensor in relation to the security of the Building and the Premises, including the requirement that the management representative located in the Premises and all staff of the Licensee obtain and maintain a security clearance and carry and display a security pass issued by the Licensor.
- h. Ensure prices are competitive and provide value for money, particularly in comparison with similar venues in the immediate location.
- i. Provide all other equipment and items required to operate the café which has not already been supplied by the Licensor.

## **B.2. Alcoholic Beverages**

- B.2.1. The Licensee must ensure that it and its Personnel serve alcohol in a responsible manner and strictly in accordance with all laws and regulations and the terms of the Licensor's liquor licence.
- B.2.2. The Licensee must ensure that it has appropriate measures in place at all times to bring about the responsible sale and consumption of alcohol.
- B.2.3. The Licensee must notify the Licensor within one (1) Business Day if its liquor licence is cancelled or suspended or if other disciplinary action or directions are issued to the Licensee under the Act.
- B.2.4. The Licensee must comply with all applicable requirements of the Act that apply to its liquor licence, including but not limited to:
  - a) occupancy loadings;
  - b) signage requirements.

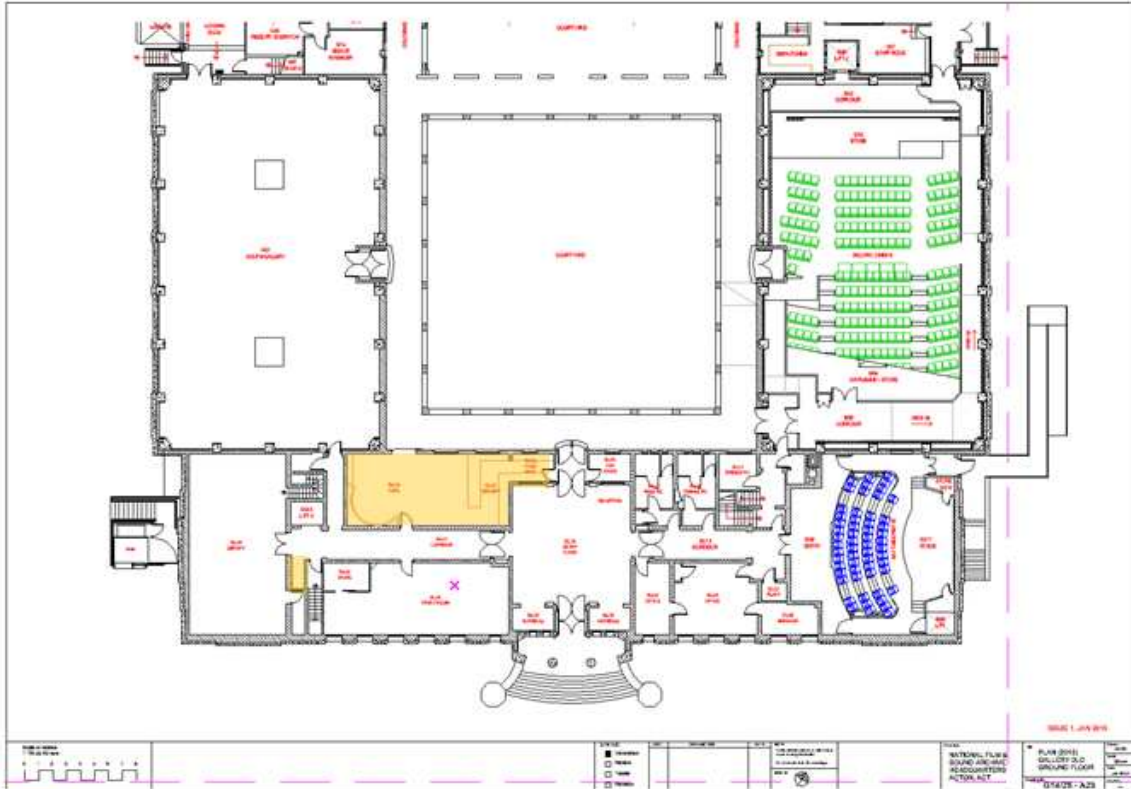
## ATTACHMENT 1 TO STATEMENT OF WORK - OPERATING RULES

1. The Licensee is to remove all crockery, cutlery and glassware from the Outdoor Areas and Public Areas after customers have finished consuming café products and before closing each day.
2. The Licensee is to remove all rubbish and debris from tables in the Premises and Outdoor Areas before closing each day.
3. The Licensee is to ensure that all tables are cleared and cleaned promptly after customers have vacated them.
4. The Licensee is to ensure that all deliveries for the Premises are made to the goods hoist entrance on the south-east side of the Building and not to the loading dock.

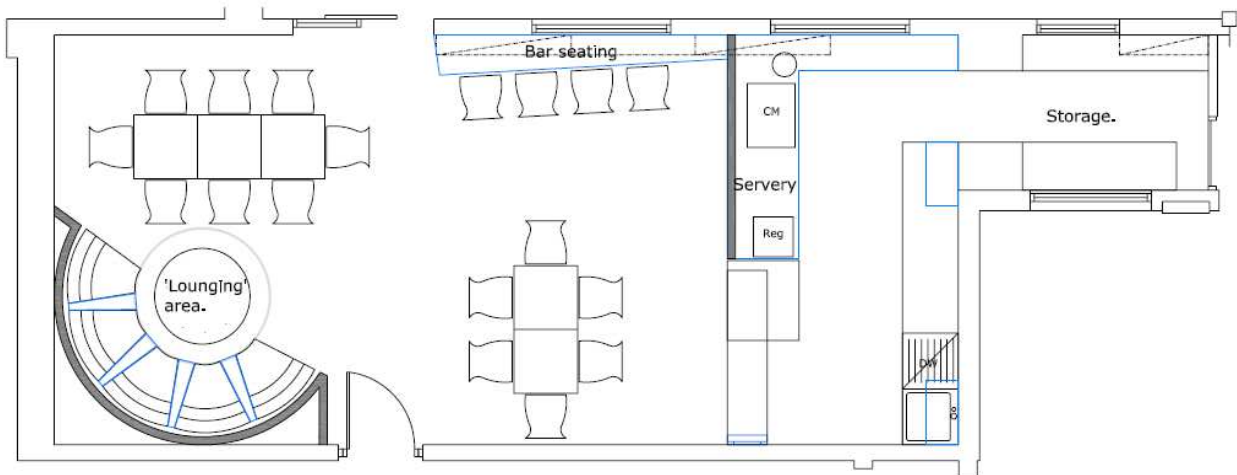
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## SCHEDULE 3. PLANS

### A. Premises



Premises (Café)

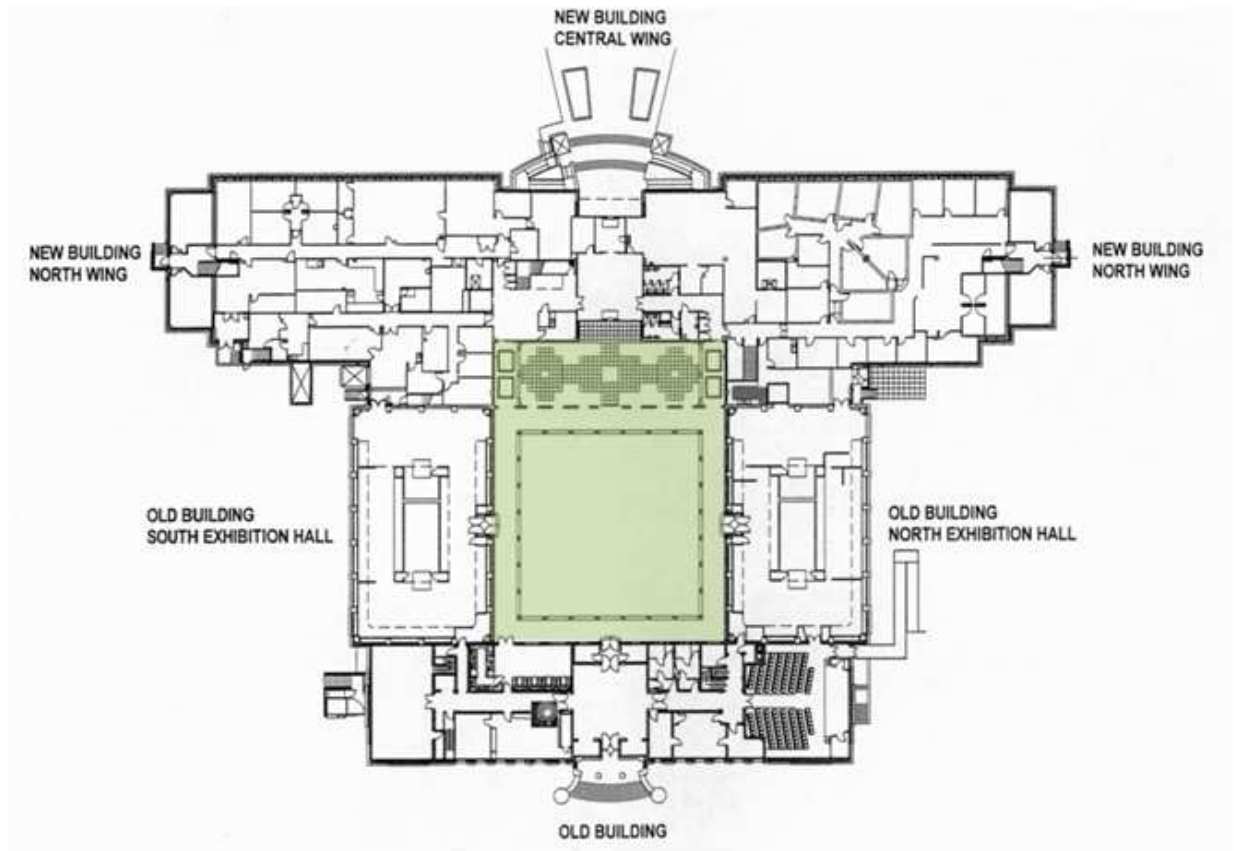



**Note To Tenderers: Please note that the 'Lounging area' in the above diagram has since been replaced with bar stools and high tables. The current configuration may be observed during the Site Inspection.**

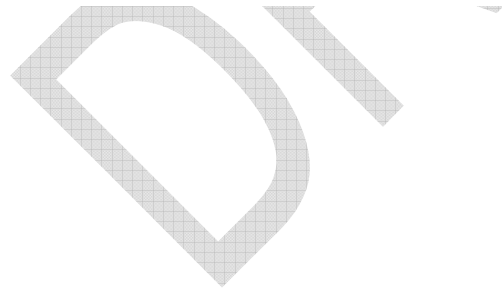


**B. Outdoor Areas**

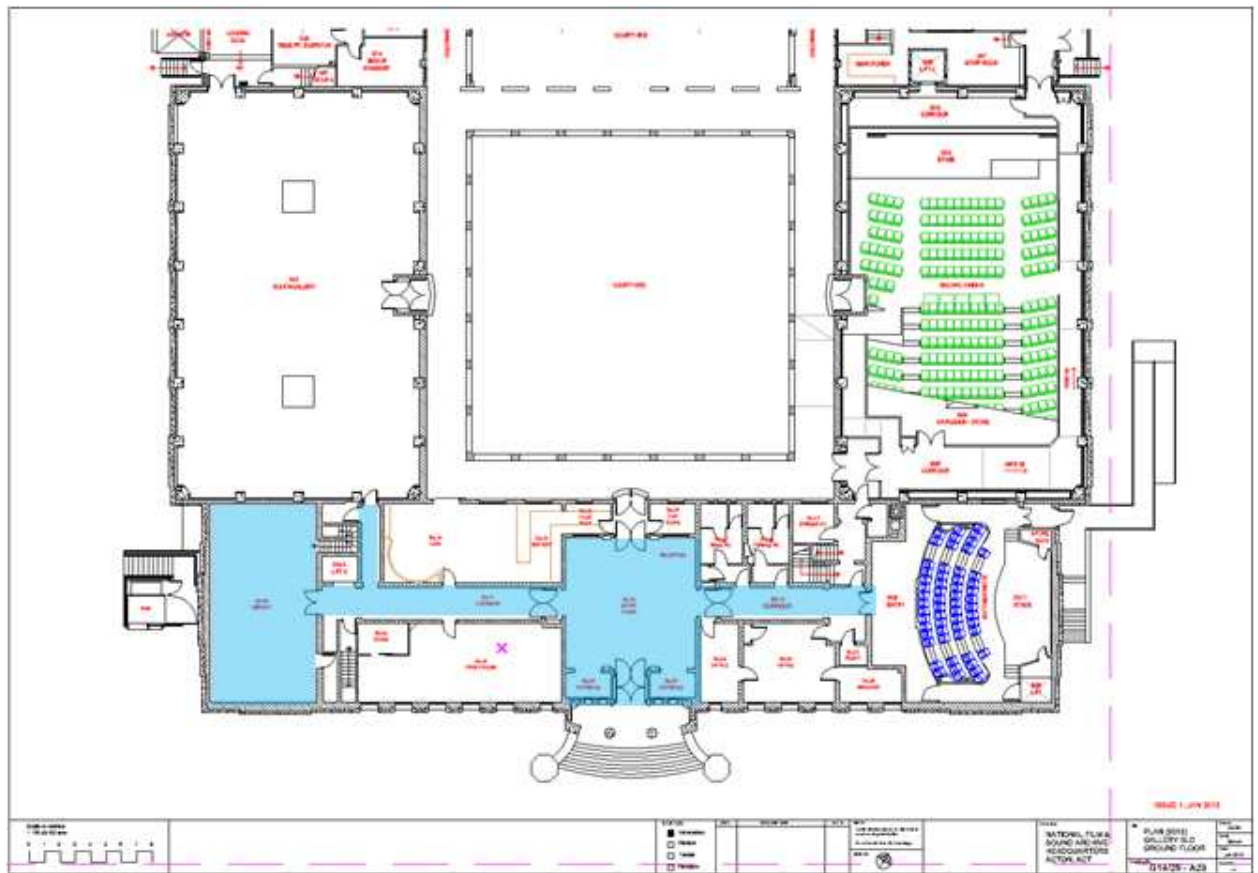
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 Outdoor Areas |



## Public Areas



 Public Areas



## SCHEDULE 4. LICENSOR SUPPLIED FACILITIES AND ASSISTANCE

### A. Fitout of Premises

#### A.1. Fitout

A.1.1. The Licensor provides the Premises as seen at the Commencement Date.

#### A.2. Licensor Supplied Facilities and Materials

A.2.1. Inclusions within the Premises:

- hand basin;
- sink;
- storage cupboards;
- small storage room and basement storage space;
- open shelving;
- dry store racking;
- mobile bench;
- light fittings; and
- wall mounted magnetic or similar specials/menu board.

Item description	Brand	Model	Serial #	Condition
Flatscreen TV	Samsung			Good
Round Cake Fridge	Tecfrigo	Snelle' 350R		Good
Display Cake Fridge				Good
Glasswasher	Eswood	UC42GNBP	37784	Poor
Dishwasher	Eswood	UC25DP	32057	Poor
Large Double Door Fridge	Iceblue	DDF1200	Z27077A	No Cooling
Under Counter Fridge				Good
Under Counter Fridge (Kitchen)				Poor
Hot Water Heater 50L	Rheem	101260		Good
Microwave	Kambrook	Km0200W	100302342	Good
Contact Grill	Roband	CG5810T		Good

Eco Ray Auto Toaster	Roband	Eco ray auto		Good
Commercial Microwave	Bonn	CM-1031T		Good
Oven	Unox - Anna	XF023AS	145	Good
Fan Coil Unit	Temperzone	TC60		Good
Door Auto	Dorma	EL301		Good
Distribution Board	Westing House			Excellent
Heater DHW Electric	Rheem	101260		Good
AC Split Hi-Wall	Mitsubishi	SRC80ZRA-W		Excellent
AC Split Hi-Wall	Mitsubishi	SRC25ZSA-W		Excellent

<b>Furniture</b>			
<b>Item description</b>	<b>Size (cm)</b>	<b>Quantity</b>	<b>Location</b>
Outdoor mat	175 x 115	2	Courtyard

- A.2.2. The Licensor provides the listed equipment in good working order at the time of the Commencement Date, unless the condition is stated otherwise.
- A.2.3. The Licensee is responsible for maintaining the equipment in good working order. If any item of equipment should fail, the Licensor will not replace or repair the equipment.

## SCHEDULE 5. SERVICE LEVEL AGREEMENT

### A. Performance Requirements

#### A.1. Key Performance Indicators

Business Requirement/ Services Output	Delivery Methodology	Performance Indicators	Compliance Assessment Methodology
<p>1. Provide food and catering services at the NFSA Acton HQ, Canberra.</p>	<ul style="list-style-type: none"> <li>- Operate at the Licensee's own cost, the food outlet.</li> <li>- This will include the provision of crockery, glassware, stationary, uniforms, cutlery, linen and other resources required for the services</li> <li>- Cater in a manner that promotes visitor and staff satisfaction and for visitors, appreciation of the NFSA experience.</li> <li>- Cater in a manner that minimises disruption to NFSA functions and service delivery.</li> <li>- Charge fair and reasonable prices for Services to staff and visitors. Pricing range to be competitive with an emphasis on making food affordable for NFSA staff to purchase on a daily basis.</li> </ul>	<p>Availability of fresh and appetising food and beverages in a modern and casual atmosphere.</p> <p>Provision of appropriately skilled staff who at all times wear smart and consistent uniforms, are experienced, knowledgeable regarding food, friendly, approachable and well informed about the NFSA's general facilities.</p>	<p>Ongoing feedback from customers: with a minimum number of, and satisfactory response to, complaints received from NFSA staff and visitors.</p> <p>Full compliance with payment and reporting obligations under the Contract.</p> <p>Full compliance with applicable laws including health regulations reviewed annually.</p> <p>Ongoing skills exhibited by Key Personnel and service delivery staff.</p> <p>Ability to respond promptly and effectively to requirements of the Licensor's Representatives.</p>
<p>2. Maintain and continuously improve the standard of Services on offer.</p>	<ul style="list-style-type: none"> <li>- Provide prepared, inviting and fresh food on display.</li> <li>- A full range of food from light to hearty, including inexpensive</li> </ul>	<p>Build and maintain reputation for service delivery.</p> <p>Provision of an imaginative annual business plan.</p>	<p>Consistent level of revenue returns assessed on a seasonal basis.</p> <p>Level of compliance with the annual</p>

<b>Business Requirement/ Services Output</b>	<b>Delivery Methodology</b>	<b>Performance Indicators</b>	<b>Compliance Assessment Methodology</b>
	<p>options, to cover the hours of service delivery.</p> <ul style="list-style-type: none"> <li>- Fill orders at the food counter or by delivery to tables by waiting staff.</li> <li>- Market the Services and examine opportunities for expanding custom as outlined in the annual business plan or as circumstances dictate.</li> <li>- Take advantage of cross promotional opportunities. All marketing activities must take into consideration the aesthetic qualities of, and prestige associated with, the NFSA.</li> <li>- The Licensee must not make any press or other media announcement, advertisement, signage or logo without prior written approval of the NFSA.</li> </ul>	<p>Level of commitment to the Site, enthusiasm for food and the Services and level of knowledge of the ACT hospitality industry.</p> <p>Provision of Services that are cognisant of and consistent with, the NFSA's community standing and culture.</p> <p>Competency and communication skills of Contractor staff.</p> <p>Level of appropriate marketing relating to the Services.</p>	<p>business plan.</p> <p>Compliance with applicable laws including health regulations</p> <p>Extent, form, manner and content of announcements, releases, advertisement, signage, logo or similar initiatives.</p> <p>Ongoing feedback from customers: with a minimum number of, and satisfactory response to, complaints received from NFSA staff and visitors.</p> <p>Skills exhibited by Key Personnel and service delivery staff.</p> <p>Ability to respond promptly and effectively to requirements of the Licensor's Representatives.</p>
<p>3. Ensure appropriate cleaning of the Site and waste removal.</p>	<p>- The general cleaning (including day to day cleaning of food preparation areas, servery, cooking filters, storage and dining areas, internal windows, floors and waste removal) is the responsibility of the</p>	<p>The Licensee is to ensure all food stuffs are adequately covered and secured and otherwise comply with all relevant provisions of the Food Standards Australia New Zealand and any other relevant health, occupational and safety regulations, when being</p>	<p>The number of occasions that the NFSA is required to arrange the cleaning of the Site at the Licensor's expense.</p> <p>The Licensor is to produce quarterly evidence that the cleaning of the</p>

<b>Business Requirement/ Services Output</b>	<b>Delivery Methodology</b>	<b>Performance Indicators</b>	<b>Compliance Assessment Methodology</b>
	<p>Licensee at its expense.</p> <ul style="list-style-type: none"> <li>- The NFSA may at the Licensor's expense, provide cleaning and waste removal services to achieve an acceptable standard.</li> <li>- Removal of garbage and trade waste from the Site.</li> </ul>	<p>moved from one area to another within the NFSA.</p> <p>All garbage and trade waste must be securely 'wet wrapped' before movement and disposal in such a manner as to minimise inconvenience, whether from odours, leakage or otherwise, and safety hazards to staff and visitors of the NFSA and must be securely placed in containers approved by the NFSA.</p> <p>All garbage is to be removed promptly, as discretely as possible and to the extent possible, outside of normal NFSA operation hours.</p>	<p>cooking filters and pest control has been undertaken.</p> <p>Ability to respond promptly and effectively to requirements of the Licensor's representatives.</p>

**Signatures**

Executed as a Deed:

SIGNED SEALED AND DELIVERED for )  
the National Film and Sound Archive of )  
Australia under a power of attorney dated )  
XX XXX XX in the presence of:

\_\_\_\_\_  
*Signature of attorney (who declares  
that he/she has no notice of  
revocation of the power of attorney)*

\_\_\_\_\_  
*Name of signatory*

\_\_\_\_\_  
*Position of signatory*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
*Signature of witness*

SIGNED SEALED AND DELIVERED for )  
and on behalf of [Supplier Name] ABN )  
[XX XXX XXX XXX] by: )

\_\_\_\_\_  
Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
*Signature*