CALL FOR TENDERS - SCHOOL CANTEEN LICENCE

Hilltop Road Public School Canteen Licence

Tenders are called for the licence of the School canteen for the school year commencing Tuesday, 28th January, 2014 and for a term of approximately two years. Annual school enrolments will be approx. 670-700 students.

The Information Package is available from
Website: www.hilltoprd-p.schools.nsw.edu.au

General enquiries and requests from 8th October should be referred to:
Telephone: (02) 9635-7722

Tenders must be submitted in a sealed envelope marked “Confidential - School Canteen Tender” and sent to:

The Principal
Hilltop Road Public School
81 Hilltop Road
MERRYLANDS, NSW, 2160

A tender visit and briefing session will be held on:
Monday 14th October, 2013 at 2.30pm.

Tenders close at 3pm on Monday 21st October, 2013

All applicants must make themselves familiar with clause 2 of the tender offer.
Hilltop Road Public School

SCHOOL INFORMATION STATEMENT FOR CANTEEN TENDERERS

Thank you for your enquiry regarding the tender for the licence of the school canteen. The following information about the school and the canteen operations will assist you in preparing your tender to meet the school’s needs.

1. Current Enrolments: 674 students
   
   Age Range of Enrolments: 5 to 12 years
   
   Current Staff numbers: 53 staff

2. The canteen will be expected to operate during school term. Dates are as follows:

   Term 1  29/01/2014 to 11/04/2014
   Term 2  29/04/2014 to 27/06/2014
   Term 3  15/07/2014 to 19/09/2014
   Term 4  07/10/2014 to 19/12/2014

   The canteen will not be required to operate on approximately 8 days per year during term time, for occasions such as staff development days, public holidays, whole school sports carnivals, etc.

   - Tuesday 29th January – Staff Development Day
   - Monday 28th April - Staff Development Day
   - Monday 9th June – Queen’s Birthday Holiday
   - Monday 14th July - Staff Development Day
   - Monday 6th October – Labour Day Holiday
   - Term 3 - School Sports Carnival (date to be confirmed)

3. Daily canteen operation times are expected to be 8.30am to 2.00pm. The hours that the contractor will have access to the canteen are between 7.30am and 2.30pm.

4. A copy of the latest School Annual Report is attached for your information.

5. Information required with your tender response is included in the Tender Offer.

6. The canteen is an alcohol and smoke free zone, in accordance with the Department of Education and Communities regulations.

7. Facilities within the existing canteen premises may be available to the successful tenderer. An inventory of available items is attached as a schedule to the sample Licence Agreement.

8. Hilltop Road Public School has a large multicultural population of various faiths. A significant number of students require e.g vegetarian/dairy free or halal options. The school also has a No Nut policy. The provision and sale of food and drinks must be in accordance with the NSW Governments Healthy Food Policy for school canteens.
TENDER OFFER

NSW DEPARTMENT OF EDUCATION & COMMUNITIES

HILLTOP ROAD PUBLIC SCHOOL

Provision of canteen services for Hilltop Road Public School

Location: 81 Hilltop Road, MERRYLANDS NSW 2160

Period: Two (2) years

Assistance: Further assistance regarding this Tender may be obtained from Ms Natalie See, Principal on 9635 7722.

Tender Fee: A fee of $100.00 is to be paid upon collection of the Tender documents and is not refundable under any circumstances.

Lodgement of Tenders: Tenders must be enclosed in duplicate in a plain envelope and endorsed as follows, "Tender for Operation of Canteen".

Closing time and date: 3.00 pm on Monday 21/10/2013

Delivery and postal address: Tender Box
The Principal
Hilltop Road Public School
81 Hilltop Road
MERRYLANDS NSW 2160

1. Canteen requirements

NSW Department of Education & Communities is seeking proposals from caterers, contractors and other interested parties from the food and catering industry for the provision of the School Canteen Services as defined in the Licence Agreement at Hilltop Road Public School.
2. **Tender briefing and site visit**

Tender briefing and a site visit will be held on 14\textsuperscript{th} October 2013 at 2.30pm to discuss all aspects of this Tender and to inspect the site. It is desirable that all prospective Tenderers attend the briefing in order to fully acquaint themselves with the Tender requirements and site.

Tenderers should notify the School Office on 9635 7722 by 3.00 pm on \textit{Friday 11\textsuperscript{th} October} of their intention to attend.

3. **Clarification of the Tender**

Up to the Tender lodgement date Tenderers may seek clarification in relation to any aspect of the Tender. Where clarification to one Tenderer provides significant information about the Tender this information will be sent, if practical, to all other potential Tenderers.

4. **Lodgement of Tenders**

4.1 Tenders addressed as specified on page 1 will be received until the closing time and date shown on page 1 of this Tender Offer.

4.2 Late Tenders are normally not considered for acceptance.

4.3 Tenders received through the post will be deemed late unless the envelope bears an Australia Post postmark clearly indicating that the time and date of posting was prior to the stipulated time and date of closing. The imprint of a privately operated franking machine will not be accepted as evidence of time and date of posting.

5. **Further information**

Any request by a prospective Tenderer for further information regarding the Tender should be directed from 8\textsuperscript{th} October 2013 to:

\begin{quote}
\textit{Ms Natalie See - Principal}  
\textit{Hilltop Road Public School}  
\textit{81 Hilltop Road}  
\textit{MERRYLANDS NSW 2160}  

Telephone: 9635 7722
\end{quote}

6. **Alterations and erasures**

Any alteration or erasure in the Tender response must be initialled by the Tenderer.

7. **Guarantor**

It will be a condition of acceptance of the Tender that the Directors of the Tenderer, (if a company - except a company listed on the Australian Stock Exchange) guarantee jointly and separately, the performance of the company under the Licence Agreement. The names and residential address of each guarantor must be supplied in the Tender response.
8. **Selection criteria**

8.1 The **selection criteria to be used in the evaluation of Tenders will include the following:**

(a) The capacity, qualifications and previous experience of the Tenderer in providing a similar service.

(b) The qualifications and previous experience of the staff who will be employed to work in the canteen*.

(c) The resources of the Tenderer to support the service, hours and period of operation.

(d) The proposed foods to be offered (which must be in accordance with the NSW Healthy School Canteen Strategy as published from time to time by the NSW Department of Education & Communities and the NSW Department of Health) including value for money of the proposed service.

(e) Any proposed plan for working with the School management to maximise the effectiveness of the operation of the canteen.

(f) Tendered licence fee rates for the first year under the Licence Agreement.

(g) Degree of compliance with the Tender terms and conditions.

(h) Quality of any reference.

(i) The financial capability/stability of the Tenderer.

(j) Apparent understanding of operational requirements.

*Note:* Information on qualifications and experience for any new employee is to be provided to the Principal for approval prior to their employment.

8.2 The School reserves the right to consult any nominated referees and any appropriate authorities to satisfy itself as to the suitability of the Tenderer.

8.3 A Tenderer may be required to attend the School to make a presentation in support of its Tender.

8.4 The lodgement of a Tender will be taken as an acknowledgment and acceptance by the Tenderer that the School may wish to inspect the current operations of the Tenderer. Reasonable notice will be provided to the Tenderer of any proposed inspection which must be carried out between 9.00 am and 3.00 pm Monday to Friday.

8.5 NSW Department of Education & Communities is not bound to accept any tender.

9. Disclosure of Information
9.1 NSW Department of Education & Communities will comply with any policy of the government of New South Wales to disclose details of its contracts and may publish the following information about a contract awarded under this Tender:

(a) details of the contract including the period of the contract;

(b) the full identity of the successful Tenderer including details of any relevant ownership;

(c) prices and licence fee accepted under the Tender;

any significant evaluation criteria and weightings used in the assessment of the Tender.

9.2 NSW Department of Education & Communities will not disclose any of the following information about any contract awarded in response to this Tender unless the Tenderer agrees, or the release is authorised under the Freedom of Information Act 1989 or is otherwise legally required:

(a) the financing arrangements of the Tenderer;

(b) the cost structure or profit margins of the Tenderer;

(c) any other matter where disclosure would place the Tenderer at a substantial commercial disadvantage with its competitors both at the time of entering into the Tender and any later date when it would be an effect on future competitive arrangements.

9.3 NSW Department of Education & Communities may publish the identities of all Tenderers but will not disclose other information included in an unsuccessful Tender unless the Tenderer agrees or the release of the information is authorised under the Freedom of Information Act 1989 or is otherwise legally required.

10. Tenderers to inform themselves

Tenderers shall be deemed to have:

(a) Examined the Tender documents and any other information made available in writing by the School to Tenderers for the purpose of Tendering;

(b) Examined all information relevant to the risks, contingencies and other circumstances having an effect on their Tender which is attainable by the making of reasonable enquiries; and

(c) Satisfied themselves as to the correctness and sufficiency of their Tenders and that their Tendered price covers the cost of complying with all the conditions of the Tender and of all matters and things necessary for the due and proper performance and completion of the canteen services as specified in the Licence Agreement.

11. Tender validity period

It is a condition of the Tender that the Tendered offer remains valid for acceptance for a period of 4 months from the deadline for lodgement of Tenders.
12. Information to be provided with Tender response

The following must be submitted:

(a) This Tender in duplicate duly completed and duly signed;

(b) Business profile and Trade references of the Tenderer;

(c) Financial statements of the Tenderer;

(d) Full details of the variety of food to be offered and its nutritional value (which must be in accordance with the NSW Healthy School Canteen Strategy as published from time to time by the NSW Department of Education & Communities and the NSW Department of Health) together with sample menus with pricing (inclusive of GST);

(e) Details of pricing and pricing policy;

(f) Details of any discounts that may be offered to purchasers;

(g) Details of strategies to maintain equipment in good working order and repair;

(h) Details of a hygiene plan and training programme for the canteen;

(i) Details of the proposed licence fee (exclusive of GST) to be paid for the first year under the Licence Agreement;

(j) Proposed staffing numbers to run the canteen;

(k) Sufficient details to enable the Committee to assess each tender against the selection criteria in Item 8.1 of the Tender Offer.

13. Execution of formal agreement

The successful Tenderer must, upon being notified by NSW Department of Education & Communities of the acceptance of the tender, return to Ms Natalie See, Principal within 7 days of their receipt:

(a) The Licence Agreement in duplicate duly signed by the Licensee and any guarantor, and if liable for stamp duty, duly stamped by the Office of State Revenue;

(b) A duly signed Section 16(3) Certificate under the Retail Leases Act, if applicable; and

(c) The duly signed Disclosure Statement;

And must forward with those documents:

(d) A cheque for the security deposit or bank guarantee as required under the Licence Agreement where applicable;
(e) A cheque for the legal costs, if any, of the Licensor in accordance with a tax invoice to be furnished and in accordance with the provisions of the Licence Agreement; and

(f) A certificate of insurance for the cover required under clause 24.3 of the Licence Agreement.

14. Declaration by Tenderer

The undersigned hereby:

(a) Tenders and offers to provide the School Canteen Services upon and subject to the conditions set forth in the Tender reply;

(b) Acknowledges the terms and conditions of the Licence Agreement to apply to the premises as set out in the Licence Agreement attached to this Tender;

(c) Acknowledges the matters set out in the Disclosure Statement attached to this Tender;

(d) Acknowledges that if the Tender is accepted, there must be compliance with clause 13 of this Tender within 7 days of the receipt of notification of acceptance.

Date: _______________________

Signed: ________________________
Details of Tenderer

1. Trading name:

2. Australian Business Number:

3. Full name of the proprietor of the trading name:

4. The registered business address of the Tenderer:

5. Postal address of Tenderer:

6. Telephone:

7. Facsimile:

8. e-mail address:

9. Name of contact person:

10. Name and address of each guarantor:

11. If a company, details of shareholding:
The State of New South Wales by its Department of Education and Communities

and

HILLTOP ROAD PUBLIC SCHOOL

Canteen Licence Agreement
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This Licence Agreement made on
Between

The State of New South Wales by its Department of Education and Communities of
35 Bridge Street, Sydney on behalf of the School ("the Licensor") and

(Licensee Business Name)
("the Licensee")

(ABN) of
(Address)

(Guarantor’s Name) of (Address)
("the Guarantors")

Recitals

A. The School requires the provision of School Canteen Services at the Premises.

B. The parties have agreed that subject to the terms and conditions of this agreement
the Licensee shall supply the School Canteen Services to the Licensor at the
Premises.
It is agreed

1. Definitions and Interpretation

In this agreement the following definitions shall apply:

a) "Commencement Date" means the commencement of this Licence as specified in Item 3 of Schedule 1.

b) "Guarantors" means the person or people specified in Item 9 of Schedule 1.

c) "Licence" means this agreement.

d) "Licence Fee" means the annual amount specified in Item 2 of Schedule 1.

e) "Licensee" means the Licensee named in Item 1 of Schedule 1 and includes its permitted successors and assignees.

f) "Manager" means the operational manager of the Licensee as advised from time to time by the Licensee to the Licensor and from the commencement of this agreement is the person specified in Item 7 of Schedule 1.

g) "Premises" means that part of the School as identified in the plan attached to this Licence and/or as disclosed in Item 10 of Schedule 1.

h) "Principal" means the person occupying the position of, or acting as, principal of the School.

i) "School" means the school identified by name and address in Item 14 of Schedule 1 and the ABN of which is specified in Item 15 of Schedule 1.

j) "School Canteen Services" means the provision and sale of food and drinks as approved by the NSW Healthy School Canteen Strategy as published from time to time by the Licensor and the NSW Department of Health and in particular in compliance with the Food Spectrum published with that strategy but if there be no such strategy in place at any time during the Term the food and drink authorised to be sold under this Licence shall be those items as are approved by the Principal.

k) "Security Deposit" means the amount, if any, specified in Item 8 of Schedule 1.

l) "Term" is the period commencing from the Commencement Date as specified in Item 4 of Schedule 1.

m) "Trading Hours" means the hours and days specified in Item 6 of Schedule 1 or such other hours or days as may be required from time to time by notice from the Licensor to the Licensee.

n) "Vacation Periods" means those days fixed from time to time by the Minister for Education and Communities as school holidays and such other days during a school term when all students enrolled at the School are absent.
1.2 In the interpretation of this Licence:

   a) "person" includes a corporation;
   b) words importing the singular number shall include the plural number or vice versa;
   d) words importing a gender shall include each other gender;
   e) a reference to a party to this Licence shall include all receivers, managers, liquidators, successors in title and assigns of that party;
   f) headings and the ordering of clauses shall be disregarded;
   g) when two or more persons comprise the Licensee or any Guarantors all provisions in this agreement shall bind such persons and any two or greater number of them jointly and each of them separately.

2. **Grant of Licence**

   The Licensor grants to the Licensee a licence to use the Premises.

3. **Term**

   3.1 This Licence shall commence on the Commencement Date for the duration of the Term.

   3.2 Notwithstanding the Term either party may by giving notice to the other terminate this Licence by notice of not less than 3 months.

   3.3 This Licence may not be terminated prior to the expiration of the Term other than in accordance with the provisions of this agreement.

4. **Permitted Use**

   4.1 The Licensee must use the Premises under this agreement for the conduct of School Canteen Services during the Trading Hours.

   4.2 The Principal may in the absolute discretion of the Principal direct that certain foods not be sold as School Canteen Services. The Licensee must withdraw from sale any foods directed by the Principal to be not sold and must endeavour to sell foods as may be requested by the Principal.

   4.3 The Principal must provide to the Licensee a copy of the New South Wales Government policy applicable from time to time for the sale of food and drinks at schools.
5. **Holding Over**

If following the expiration of the Term the Licensee remains in possession of the Premises it shall pay for each additional month of possession or part thereof to the Licensor one-twelfth of the annual licence fee payable at the expiration of the Term. Any such occupancy shall be terminable by either party giving to the other on any date notice of one month.

6. **Option to Renew**

6.1 The Licensee may require the Licensor to enter into a further licence of the Premises for the period, if any, specified in Item 12 of Schedule 1 commencing from the last day of the Term provided that:

   a) the Licensee serves notice in writing upon the Principal requiring the Licensor to enter into the further licence;
   b) the Principal receives the notice not less than 6 months prior to the last day of the Term; and
   c) the Licensee is not in default under this Licence as at the date of giving the notice and on the last day of the Term.

6.2 The further licence shall contain identical provisions as are contained in this Licence except:

   a) Clause 6 and Item 12 shall be deleted;
   b) the Term will be amended to reflect the provisions of this clause;
   c) the annual Licence Fee in Item 2 of Schedule 1 will be 4% greater than the Licence Fee applicable immediately prior to the commencement of the new term.

7. **Licence Fees**

7.1 The Licensee must pay to the Licensor the Licence Fee.

7.2 The Licence Fee:

   a) is determined on the basis that the Licensee will be able to trade from the Premises for the Trading Hours;
   b) will be paid by weekly instalments as specified in Item 2A of Schedule 1 in advance calculated from the Commencement Date.

7.3 The Licence Fee shall not be paid during the Vacation Periods.

7.4 Where the Term is for more than one calendar year the Licence Fee shall be increased on each anniversary of the commencement of the Term by the amount specified in Item 5 of Schedule 1.
8. **Goods and Services Tax**

8.1 The Licensee must pay to the Licensor the GST applicable to the Licence Fee at the same time as each weekly instalment of the Licence Fee is paid. The GST on the Licence Fee is the amount specified in Item 2B of Schedule 1 which will increase at the time of any increase in the Licence Fee by the same amount as the Licence Fee increases as specified in Item 5 of Schedule 1.

8.2 If from time to time in respect of

a) anything else paid by the Licensor or provided to the Licensee by the Licensor under or in connection with this Licence; or
b) in connection with anything else which the Licensee is required to pay or reimburse to the Licensor or indemnify the Licensor against under this Licence

c) is subject to GST the Licensee must within 7 days of the receipt of an invoice pursuant to the GST Act pay to the Licensor any tax under the GST Act in addition to the amount payable for such item as required in this Licence.

8.3 In this clause

a) "**GST Act**" means the Act entitled A *New Tax System (Goods and Services Tax)* Act 1999 as amended from time to time or any re-enactment of or substitution for it and includes any regulations or statutory instruments issued under it;

b) "**GST**" has the meaning given to that term by the GST Act.

9. **Interest**

The Licensee must pay interest to the Licensor on any money which is or becomes due and payable under this Licence from when it fell due to be paid until the date it is actually paid at the rate of 15% per annum. Such interest shall accrue and be calculated on a daily basis.

10. **Security Deposit**

10.1 As security for the performance of its obligations under the Licence, the Licensee must upon signing this Licence give to the Licensor for the Security Deposit either a bank guarantee or a cheque.

10.2 If the Security Deposit is satisfied by a bank guarantee:

a) it must be issued by a bank authorised under the Banking Act 1959 on terms reasonably satisfactory to the Licensor;

b) if the Licensee defaults under the Licence the Licensor may demand payment under the bank guarantee for the amount necessary to remedy the default and to indemnify the Licensor for all loss it sustains as a consequence of the default;

c) if the Licensor calls up any money under the bank guarantee the Licensee must
within 14 days of notice from the Licensor of the amount called up forward to the Licensor a bank guarantee in identical terms for the amount of the initial bank guarantee that was called up.

10.3 If the Security Deposit is a cash deposit:

a) it must be deposited by the Licensor with the Director General of the Department of State and Regional Development ("Director General") within the time required by the Retail Leases Act;

b) if the Licensee defaults under the Licence the Licensor is entitled to make application to the Director General to pay all or part of the Security Deposit as it may be entitled under the Retail Leases Act and this Licence to rectify the default and to indemnify the Licensor for all loss it sustains as a consequence of the default;

c) if the Licensor is paid by the Director General any part of the Security Deposit the Licensee must within 5 business days of receipt of a notice from the Licensor specifying in reasonable detail the amount received, forward further money to the Licensor to be lodged with the Director General to make up the Security Deposit;

d) any interest earned on the Security Deposit arising from its lodgement with the Director General will accrue to the benefit of the Licensee and unless prohibited by any law will not be paid to the Licensee until the return of the Security Deposit from the Director General upon the expiration or sooner termination of this Licence and will be included as part of the Security Deposit available to the Licensor under the Licence.

10.4 Any appropriation of the Security Deposit to the Licensor shall not waive any unsatisfied obligation of the Licensee nor prejudice any other right of the Licensor arising from the default of the Licensee.

10.5 Upon the Licensee vacating the Premises on the expiration of the Term or sooner termination of this Licence subject to any claim on the Security Deposit if a cash deposit it will , or any applicable balance, be refunded to the Licensee or if a bank guarantee will be returned to the Licensee.

11. **Nature of Rights Granted**

11.1 The Licence does not create between the parties the relationship of lessor and lessee, principal and agent, franchisor and franchisee or employer and employee.

11.2 The Licensee shall not have the exclusive right to provide the School Canteen Services at the School nor the exclusive right of occupation of the Premises.

11.3 The Licensor may permit students and staff at the School, members of the parents and citizens group for the School and any other members of the School community to conduct social events on the School which events may include the sale of items included in School Canteen Services.

11.4 The Licensee must enter into all agreements with its suppliers and others in relation to the School Canteen Services in its own name as an independent party and must
not hold out to any party that the Licensor will be liable to any such supplier for
debts incurred in supplying goods and services to the Licensee.

11.5 The Licensor may operate at the School food and drink vending machines in a
location other than in the Premises.

12. **Obligations of the Licensee**

The Licensee must:

12.1 conduct the School Canteen Services in a professional and competent manner and
lock up and secure the Premises on leaving the Premises each day after the
conclusion of Trading Hours;

12.2 use the Premises for School Canteen Services and keep it open to customers for
such purposes during the Trading Hours;

12.3 not bring upon the Premises or permit to be done any act, matter or thing which
may be a nuisance or inconvenience or cause damage or annoyance to the
Licensor, its students or invitees at the School or which may breach any law or
requirement of any competent authority for the time being in force with regard to the
conduct of School Canteen Services from the Premises;

12.4 not do or permit to be done in the Premises anything in the nature of overloading
any floor;

12.5 not do or bring or permit to be done or brought upon the Premises any act, matter
or thing which might prejudicially affect the rights of the Licensor under any
insurance policy held by the Licensor;

12.6 not interfere with any part of the fire alarm or sprinkler systems which may exist at
the Premises or any air conditioning equipment or any other machinery which may
be supplied by the Licensor to the Premises;

12.7 not carry out any structural or other alterations to the Premises;

12.8 not use or store chemicals, liquids or gas in the Premises without the prior written
approval of the Licensor which approval shall not be unreasonably withheld;

12.9 not damage any fixtures, structures or installations belonging to the Licensor, in the
Premises or permit anyone else to do so;

12.10 permit any nominee of the Licensor at any time entry to the Premises;

12.11 obtain all necessary consents from any competent authority for the conduct of
School Canteen Services from the Premises and comply with all requirements of
such competent authority throughout the Term including but not limited to the
requirements of the Food Act 2003, the Public Health Act 1902, the Local Government Act 1993 and the Environmental Planning and Assessment Act 1979 or any amendments thereto or regulations there under or any substituted Act;

12.12 withdraw from sale at the Premises any item which the Licensor in its absolute discretion deems inappropriate;

12.13 not sell from the Premises any cigarettes or other tobacco products or permit any such products to be used in the Premises or where under its control in the School;

12.14 not bring onto the Premises or permit alcohol to be consumed in the Premises or permit anyone under the control of the Licensee to bring alcohol onto the School or consume alcohol in the School;

12.15 not use any part of the Premises for any use which is not School Canteen Services and in particular without limiting the generality of this clause not permit any amusement machine, music machine, amplified sound system or television to be used without the prior written consent of the Licensor;

12.16 not place any vending machine on any part of the School except within the Premises;

12.17 observe and comply with the provisions of the Commission for Children and Young People Act 1998 ("the CCYP Act") and other relevant New South Wales child protection legislation including but not limited to:
   a) acknowledging that certain if not all of the students attending the School are minors;
   b) compliance with the CCYP Act and other relevant New South Wales child protection legislation by the Licensee’s employees, subcontractors, employees and any volunteers performing practical training for the Licensee;
   c) carrying out employment screening;
   d) notifying the Commission of any relevant disciplinary proceedings against any employee or of any applicant rejected for child related employment;
   e) not employ, or continue the employment of a prohibited person; and
   f) obtaining the execution of all employees of the Licensee at the School of a Prohibited Employment Declaration
   g) and in this clause words and phrases that are defined in the CCYP Act shall be interpreted as specified in that Act.

12.18 promptly discharge all debts, claims and liabilities and any other obligations arising out of or connected with the conduct by the Licensee of the School Canteen Services;

12.19 display at all times in a conspicuous place in the Premises for customers to peruse a legible price list of the goods to be sold by the Licensee in the Premises, such goods and price list to be approved by the Licensor which consent shall not be unreasonably withheld;

12.20 upon the expiry of the Term or the sooner vacation of the Premises by the Licensee give up possession of the Premises and the items specified in Schedule 2 to the
Licensor and leave the Premises in good repair and condition fair wear and tear excepted taking into account the condition in which the Premises were at the time of the first occupation of the Premises by the Licensee under this Licence or in any licence agreement pre-dating this Licence in which the Licensee is a party or took an assignment from the licensee as named in that licence;

12.21 not hold itself out to be an employee or agent of the Licensor.

13. Staff

13.1 The Licensee must employ a sufficient number of trained and competent persons to provide the School Canteen Services including the receipt at the Premises of all deliveries to the Premises.

13.2 The licensee must ensure that all staff employed in the Premises are trained by a Registered Training Organisation to the extent required by any competent authority for handling in a safe and competent manner the preparation and sale of food.

13.3 At no time must the Licensee request the assistance of the staff of the Licensor in taking deliveries of any items to the Premises.

13.4 The Licensee must not without the prior consent of the Licensor employ or otherwise engage any person in the conduct of the School Canteen Services at the Premises who has a criminal conviction or whilst so employed or otherwise engaged is charged with any criminal offence or knowingly permit any person with such characteristics to be upon the Premises.

13.5 The Licensor may in its absolute discretion and without giving any reason advise the Licensee that:

a) any employee of the Licensee must not work in the Premises;

b) any person otherwise engaged in the conduct of the School Canteen Services at the Premises may not be so engaged.

c) In this event the Licensee must not further permit that employee to remain at the Premises or such other person to be otherwise engaged in the conduct of the School Canteen Services at the Premises.

13.6 The Licensee must nominate from time to time a Manager and a 24 hour telephone contact number for that person.

13A Licensee Prohibition

Unless otherwise approved by the Licensor, the provisions in clause 13.2 and clause 13.5 apply to the Licensee and where applicable, to any director of the Licensee.
14. Deliveries

14.1 All deliveries which are required to be received by the Licensee must be restricted to those reasonably necessary for the conduct of the School Canteen Services and not for use elsewhere by the Licensee.

14.2 All items required to be held by the Licensee for the provision of the School Canteen Services must be stored within the Premises.

14.3 The Licensee must ensure that:

a) it always has on hand sufficient staff to take delivery of all foodstuffs and other commodities required for the conduct of the School Canteen Services;

b) such items are delivered to the Premises so as not to damage any property of the Licensor or to cause injury to any staff of the Licensor or student at the School or other invitee;

c) such items are delivered to the Premises by such route over the School as is prescribed from time to time by the Licensor; and

d) such items may only be delivered unless otherwise agreed by the Principal during the time specified in Item 11 of Schedule 1.

15. Fittings and equipment

15.1 The parties acknowledge that the Licensor has provided in the Premises the fittings and equipment as are specified in Schedule 2. The Licensee may use these items without additional charge but the Licensor is under no obligation to repair or replace any such item that may be damaged or become worn out.

15.2 If any of the items specified in Schedule 2 should be damaged or destroyed the Licensee must at the expense of the Licensee repair where appropriate or replace such items.

15.3 The Licensee must supply at its own expense any other equipment reasonably necessary for the conduct by it of the School Canteen Services and must upon the expiration of this Licence remove from the Premises all such items brought upon the Premises by the Licensee and ensure that no damage is caused to the property of the Licensor in such removal and if so immediately rectify at its expense all such damage.

15.4 If upon the termination of this Licence the Licensee fails to remove from the Premises its items of fixtures, plant and equipment the Licensor shall be entitled at its discretion to remove all such items and to recover from the Licensee the cost of such removal and upon their removal to do with such items as the Licensor in its absolute discretion determines and without any liability or need to account to the Licensee for having done so.

15.5 Upon the expiry of the Term the Licensee will have no entitlement to recover from the Licensor any compensation for the value of any fittings and equipment supplied
to the Premises by the Licensee at any time during its occupancy of the Premises whether during the Term or during a period prior to the commencement of this Licence.

16. Cleaning

16.1 During the conduct of the School Canteen Services at any time throughout the day the Licensee must remove all litter and spillage from the floor and furniture throughout the Premises to ensure that a clean and hygienic environment is maintained at all times.

16.2 The Licensor will at its own expense daily clean the Premises by a cleaning contractor appointed by the Licensor to the specifications agreed from time to time between the Licensor and the contractor.

16.3 Any cleaning of the Premises required at the end of each day in addition to the cleaning undertaken by the Licensor under clause 16.2 must be performed by the Licensee at its expense and to the satisfaction of the Licensor.

16.4 The Licensee must throughout the Term at its expense promptly remove all garbage from the Premises and must keep thoroughly clean all utensils, equipment and appliances used in connection with the School Canteen Services.

17. Waste Disposal/Pest Control

17.1 The Licensor will make available appropriate garbage bins the contents of which will be removed in a timely manner by the Licensor at its expense.

17.2 The Licensee must cause all rubbish and other waste material from the conduct of the School Canteen Services to be placed in the receptacles provided by the Licensor.

17.3 The Licensor will cause the Premises to be treated for pest control at the same time as other parts of the School are similarly treated. If by reason of the Licensee not complying with clause 17.2 there is a need for an additional pest control treatment the Licensee will be required to pay the cost of that additional pest control treatment for the Premises.

18. Inspections

18.1 Any nominee of the Licensor shall be at liberty at all times without notice to the Licensee to enter the Premises and to undertake any inspection considered necessary as to the state and condition of the Premises and of the compliance of the Licensee of the covenants in this Licence as to the conduct of the School Canteen Services.
18.2 The Licensee must remove from the Premises any foodstuffs or other items not approved by the Licensor or the quality of which is not approved and the Licensee shall have no claim against the Licensor in respect of any such direction.

18.3 Any person authorised by the Licensor may at any time and without notice to the Licensee obtain samples of any item offered for sale or otherwise used in the Premises as part of School Canteen Services for analysis. If any item is found not to be of approved quality or true to its label it must be removed and destroyed by the Licensee.

19. **Utilities**

19.1 The Licensee must pay the percentage amount, if any, specified in Item 13 of Schedule 1 of the costs of the supply of gas and electricity to the Premises for the conduct of School Canteen Services.

19.2 The Licensee must use best endeavours to ensure that electricity and gas (if applicable) are used appropriately.

20. **Telephone**

20.1 The Licensor is under no obligation to make available a telephone for the use of the Licensee in the Premises.

20.2 If a telephone is installed in the Premises in the name of or on behalf of the School the Licensee must pay all Charges applicable to the connection and for the use of the telephone during the currency of this Licence.

21. **Signage and Advertising**

21.1 The Licensor will at the cost of the Licensee provide signs to identify the location of the Premises within the precincts of the Premises.

21.2 The Licensee may at its own cost erect at a place approved by the Principal one sign outside and in the immediate vicinity of the Premises identifying the Licensee, any trade name used by the Licensee and its services and hours of operation at the Premises.

21.3 The Licensee must not refer to the Licensor in any advertising.

21.4 The Licensee must not advertise its presence pursuant to this Licence without the prior written approval of the Principal which approval shall not be unreasonably withheld.
22. **Car parking**

22.1 The Licensee may not park any motor vehicle on the School without the prior approval of the Licensor which may be given in the absolute discretion of the Principal.

22.2 The Licensee must ensure that all vehicles used to deliver items specified in clause 14 only park on the School in such locations, if any, as are approved from time to time by the Licensor.

23. **Damage to Stock or Property**

The Licensor shall not be liable under any circumstances to the Licensee or to any other person for any loss or damage occasioned to any property including stock of the Licensee required for the School Canteen Services howsoever such loss may arise whether due to the negligence of the Licensor or otherwise.

24. **Insurance**

24.1 The Licensee must maintain all policies of insurance that are required by law for the employees of the Licensee including workers’ compensation. The Licensee must produce upon reasonable request from the Licensor from time to time evidence of the currency of such policies.

24.2 The Licensee indemnifies the Licensor for all damages to any plate glass, fixtures and fittings of the Licensor at the Premises howsoever such damage is caused.

24.3 The Licensee must maintain a public liability insurance policy for a cover of not less than $20,000,000.00 to note the interest of the Licensor as owner of the Premises and to cover any liability howsoever caused to any person upon the Premises and provide whenever reasonably requested by the Licensor evidence of such insurance.

24.4 The Licensee must notify the Licensor in writing as soon as reasonably practicable after the Licensee becomes aware of any event or occurrence likely to give rise to a claim under the insurance specified in clause 24.3 and thereafter provide all assistance as may be required by the insurer and the Licensor regarding the subject matter of the notice.

24.5 If the Licensor is required by law from time to time to hold certain insurance policies which would include the conduct of the business of the Licensee under this Licence the Licensee must take out and maintain such additional insurance policies as may be required in order for the Licensor to comply with its legal requirements.
25. **Indemnity**

25.1 The Licensee indemnifies the Licensor against liability for all loss, damage or injury to persons or property caused by the Licensee, its employees or agents whether through negligence or otherwise in connection with the operation of the School Canteen Services. The Licensee must at its own expense make good the amount of all claims, damages, costs and expenses arising from such damage or injury to persons or property.

25.2 The Licensee must duly and punctually pay or otherwise discharge all outgoings, debts, claims, liabilities and other obligations arising out of or connected with the conduct by the Licensee of School Canteen Services.

25.3 The Licensor shall not be liable under any circumstances to the Licensee or to any other person for any loss or damage occasioned by defect or malfunction in any services to the Premises or for loss incurred as a consequence of damage to the stock, fittings or fixtures of the Licensee whether such loss arises pursuant to the negligence of the Licensor, its employees, contractors or agents or otherwise and the Licensor shall further not be liable for the safety of any stock or property installed, placed or left in the Premises under this agreement.

26. **Assignment and subletting**

26.1 The Licensee must not enter into any sub-licence of the Premises.

26.2 The Licensee may with the consent of the Licensor assign the Licence and in this event the provisions of the Retail Leases Act shall apply.

26.3 If the Licensee is a company, a substantial change in its directors or shareholders is deemed to constitute an assignment of this Licence. The reasonable opinion of the Licensor about substantial change is conclusive.

27. **Rights of termination**

27.1 This Licence shall terminate at the option of the Licensor if at any time during the Term the Licensee:

- a) fails to pay the Licence Fee or GST within 7 days of such fee becoming due and payable;
- b) fails to observe and perform any of the agreements and undertakings on the part of the Licensee required to be observed and performed under this Licence after 7 days from receiving notice from the Licensor of such failure
- c) and in such event the Licensor may enter the Premises and terminate this Licence.

27.2 This Licence shall also be terminated on notice of not less than two months if the Licensor elects to close the School permanently or for some indefinite period exceeding one month. In this event the Licensor will not be liable to the Licensee for any damages as a result of the early termination.
28. Essential terms

The parties acknowledge that the following are essential terms of this Licence:

a) the covenant to pay the Licence Fee and GST;
b) the proper conduct of School Canteen Services;
c) keeping the Premises open for business during Trading Hours;
d) the provisions of clauses 26.1 and 26.2;
e) the provisions of clause 12.17;
f) the provisions of clause 13.5 and 13.6; and
g) the provisions of clause 13A.
h) the provision of clause 13.2

29. Costs

29.1 Each party must pay its own legal costs and disbursements in relation to the preparation of this Licence. The Licensor may in its discretion charge the Licensee for any legal costs incurred in negotiating the terms and conditions of this Licence as may be permitted under the Retail Leases Act. The Licensee must pay any stamp duty payable on the Licence.

29.2 The Licensee must pay all professional costs on any surrender or other early termination of the Licence together with all professional costs incurred by the Licensor in remedying or attempting to remedy any breach or default by the Licensee and in or incidental to the exercise or attempted exercise of any right or power of the Licensor in consequence of any breach or default.

30. Variation

No variation or modification of the terms and conditions of this agreement shall be binding unless agreed in writing and signed by both parties.

31. Principal

The Licensor has delegated to the Principal the authority to receive a notice, give consent or give a direction wherever in this Licence it is specified that the Principal may receive notices, give directions or grant consents.

32. Notices

32.1 The parties may service notices in the manner prescribed by section 170 of the Conveyancing Act 1919.
32.2 In addition:

a) Until such time as the Licensor effects a re-entry or otherwise excludes the Licensee from the Premises the Licensor may serve notices on the Licensee by leaving them at the Premises during Trading Hours and in that case service is deemed to have been effected on delivery;

b) The Licensee must serve notices on the Licensor by delivery to the office of the Principal at the School between the hours of 9.00am and 3.00pm Monday to Friday but excluding public holidays, school holidays or days on which the office is not staffed; and

c) Notices may also be served by being sent by facsimile transmission to the following:

1) To the Licensor to the number specified in Item 16 of Schedule 1; and
2) To the Licensee to the number specified in Item 17 of Schedule 1.

32.3 Any notice given by facsimile

a) will be deemed to be served on the date that it is sent subject to the sender holding evidence from the machine from which the facsimile was sent that it was received by the other party;

b) if to the Licensee and the notice is sent on a weekend or public holiday or after 5.00 pm on any day will be deemed to be served on the next day which is not a weekend or public holiday; and

c) if to the Licensor must be received between the time and on the day specified in clause 32.2(b) and if not will be deemed to be served on the next day that is not excluded under clause 32.2(b).

33. Guarantee and Indemnity

33.1 The Guarantors acknowledge that this Licence has been granted to the Licensee at their request and in consideration of this request they covenant for themselves, their executors, administrators and assigns with the Licensor as follows:

a) they unconditionally guarantee jointly and severally to the Licensor the payment when demanded from the Guarantor of every sum of whatever nature payable by the Licensee to the Licensor under this Licence;

b) if the Licensee fails to perform any of the covenants in this Licence between the Licensee and the Licensor the Guarantor indemnifies and keeps indemnified the Licensor from and against all actions claims costs and damages arising out of any such non-performance.

33.2 This guarantee and indemnity shall not be affected in any way by any of the following:

a) any variation with or without the consent or knowledge of the Guarantor of any of the covenants in this Licence;

b) any breach of the obligations of the Licensee with or without the consent or knowledge of the Guarantor or the Licensor;
c) the granting by the Licensor of any time or indulgence to the Licensee for the performance of any of the obligations of the Licensee;

d) the Licensee being wound up or passing a resolution for its liquidation or entering into voluntary administration or any other arrangement with its creditors;

e) the giving of any notice of termination of this Licence;

f) the absence of any notice to the Guarantor of default by the Licensee in respect of this Licence; or

g) any other circumstance or thing which but for this provision might determine or impair the operation of the guarantee or indemnity given in this clause by each Guarantor.
RETAIL LEASES ACT

SECTION 16(3) CERTIFICATE

I, _______________________________, a solicitor/licensed conveyancer (delete that which does not apply), certify in respect of this Licence as follows:

1. I practise as a lawyer/licensed conveyancer (delete that which does not apply).

2. I act for the Licensee in respect of the Licence.

3. At the request of the Licensee I have explained to the Licensee the effect of section 16(1) and section 16(2) of the Retail Leases Act 1994.

4. The Licensee is aware and accepts that the term of the Licence is as set out in Item 4 of Schedule 1 and that sections 16(1) and 16(2) of the Retail Leases Act 1994 do not apply to the Licence which otherwise would have conferred a term of 5 years upon the Licensee.

5. I am instructed by the Licensee to give this certificate.

Signature: ________________________________

Date: ________________________________
**SCHEDULE 1**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item 1:</strong></td>
<td><strong>Licensee:</strong> (Clauses 1.1(e) and 7)</td>
</tr>
<tr>
<td><strong>Item 2:</strong></td>
<td><strong>Licence Fee:</strong> $ per annum</td>
</tr>
<tr>
<td><strong>Item 2A:</strong></td>
<td><strong>Weekly instalment of Licence Fee:</strong> $ (Clause 7.2)</td>
</tr>
<tr>
<td><strong>Item 2B:</strong></td>
<td><strong>Weekly instalment of GST:</strong> $ (Clause 8.1)</td>
</tr>
<tr>
<td><strong>Item 3:</strong></td>
<td><strong>Commencement Date:</strong> (Clauses 1.1(a) and 3.1)</td>
</tr>
<tr>
<td><strong>Item 4:</strong></td>
<td><strong>Term:</strong> (Clause 1.1(l) and 3.1)</td>
</tr>
<tr>
<td><strong>Item 5</strong></td>
<td><strong>Annual increase in Licence Fee:</strong> % (Clause 7.4)</td>
</tr>
<tr>
<td><strong>Item 6:</strong></td>
<td><strong>Trading Hours:</strong> (Clauses 1.1(m), 4.1, 7.2(a) and 12.2)</td>
</tr>
<tr>
<td><strong>Item 7:</strong></td>
<td><strong>Licensee Manager:</strong> (Clause 1.1(f))</td>
</tr>
<tr>
<td><strong>Item 8:</strong></td>
<td><strong>Security Deposit:</strong> $ (Clauses 1.1(k) and 10)</td>
</tr>
<tr>
<td><strong>Item 9:</strong></td>
<td><strong>Guarantors:</strong></td>
</tr>
</tbody>
</table>
(Clauses 1.1(b) and 33)

Item 10: **Description of Premises:**  
(Clauses 1.1(g))
Item 11: Hours for receipt of Deliverables:
(Clause 14.3(d))

Item 12: Option/s to Renew:
First Option –
Second Option –
(Clause 6)

Item 13: Contribution to costs of utilities:
%  
(Clause 19.1)

Item 14: Name and address of the school: Hilltop Road Public School

81 Hilltop Road

MERRYLANDS NSW 2160

Item 15: ABN of the School: 76 911 403 041

Item 16: Facsimile number of the Licenser: 9687 1421
(Clause 32.2(c)(1))

Item 17: Facsimile number of the Licensee:
(Clause 32.2(c)(2))
<table>
<thead>
<tr>
<th>Description</th>
<th>Make</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 draw pie warmer</td>
<td>not known</td>
<td>not known</td>
</tr>
<tr>
<td>8 draw pie warmer</td>
<td>Hecla</td>
<td>not known</td>
</tr>
<tr>
<td>double glass door food warmer</td>
<td>Roband</td>
<td>not known</td>
</tr>
<tr>
<td>4 wall mounted fans</td>
<td>not known</td>
<td>not known</td>
</tr>
<tr>
<td>chest freezer – large</td>
<td>Kelvinator</td>
<td>H500A</td>
</tr>
<tr>
<td>chest freezer – small</td>
<td>Kelvinator</td>
<td>H210H</td>
</tr>
<tr>
<td>chest freezer – small</td>
<td>Aurora</td>
<td>FD153M</td>
</tr>
<tr>
<td>Hot water heater</td>
<td>Zip</td>
<td>not known</td>
</tr>
<tr>
<td>Single door Fridge/freezer</td>
<td>Westinghouse</td>
<td>not known</td>
</tr>
<tr>
<td>Fire extinguisher</td>
<td>Box Australia</td>
<td>not known</td>
</tr>
<tr>
<td>Fire blanket</td>
<td>not known</td>
<td>not known</td>
</tr>
<tr>
<td>single door drinks fridge (Parmalat)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 door drinks fridge (Coke)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>single door drinks/food fridge (Coke)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ice cream chest freezer (Peters)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money strongbox (P&amp;C)</td>
<td>not known</td>
<td>not known</td>
</tr>
<tr>
<td>Microwave oven (P&amp;C)</td>
<td>LG</td>
<td>not known</td>
</tr>
<tr>
<td>Sandwich toasters x2 (P&amp;C)</td>
<td>not known</td>
<td>not known</td>
</tr>
<tr>
<td>Split system air conditioner (P&amp;C)</td>
<td>not known</td>
<td>not known</td>
</tr>
<tr>
<td>Computer with Monitor (P&amp;C)</td>
<td>not known</td>
<td>not known</td>
</tr>
<tr>
<td>Bench stools x3 (P&amp;C)</td>
<td>not known</td>
<td>not known</td>
</tr>
</tbody>
</table>
SIGNED by the Licensee in the presence of:

.............................................................................  .........................................................................................
Signature of Witness  Date  Signature of Licensee  Date

.............................................................................
Name of Witness

.............................................................................

EXECUTED by

ACN in accordance with section 127 of the Corporations Act 2001:

.............................................................................  .........................................................................................
Signature  Date  Signature  Date

Name:  PLEASE PRINT
   Director

Name:  PLEASE PRINT
   Director/Secretary *
   * Delete as appropriate

SIGNED by the Guarantor in the presence of:

.............................................................................  .........................................................................................
Signature of Witness  Date  Signature of Guarantor  Date

.............................................................................
Name of Witness

.............................................................................
This page is to be returned unsigned.

The delegation to approve school canteen licences as determined by State Contracts Control Board rests with delegated officers of the State Office.

Principals are not to sign licence agreements.
LICENSOR AND LICENSEE

DISCLOSURE STATEMENTS

(Included in the following pages)

School Canteens
LICENSOR AND LICENSEE DISCLOSURE STATEMENTS

PART 1 – LICENSOR’S DISCLOSURE STATEMENT

ADVICE TO LICENSEES

Before signing the proposed Licence Agreement you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. A Disclosure Statement must be given to you at least seven days before you enter into a Licence. Make sure you have these documents before you sign anything.

Note: If there is insufficient space on this form, please attach additional sheets.

<table>
<thead>
<tr>
<th>LICENCE DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address of Premises:</strong></td>
</tr>
<tr>
<td>Hilltop Road Public School, 81 Hilltop Road, MERRYLANDS. NSW. 2160.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Permitted Use of Premises:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Friday for Hilltop Road Public School students and staff</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Licence Period</th>
<th>Optional</th>
<th>Optional Period (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(see note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 (two) years</td>
<td>☺ Yes</td>
<td>☐ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Method for Calculating Rent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commencement Date</td>
</tr>
<tr>
<td>2. Rent Reviews</td>
</tr>
<tr>
<td>- Frequency</td>
</tr>
<tr>
<td>% increase</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Details for any current legal proceedings in relation to the lawful use of the premises:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable ☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Finishes, fixtures, fittings, equipment and services to be provided by the Licensor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>As set out in Schedule 2 to the Licence Agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Licensee has to pay for the finishes, fixtures, fittings, equipment and services to be provided by the Licensor: applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

If yes, to what extent:

<table>
<thead>
<tr>
<th>Finishes, fixtures, fittings, equipment and services to be provided by the Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatever required by the Licensee to operate other than that provided by the Licensor.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hours of access to Premises outside trading hours:</th>
</tr>
</thead>
<tbody>
<tr>
<td>One hour before and one hour after.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date on which Premises will be available for occupation by the Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>On signing the Licence Agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Licensor’s requirements as to quality and standard of fittings in Premises (see note 3):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Good quality, thoroughly clean and neat condition.</td>
</tr>
</tbody>
</table>
## ESTIMATED OUTGOINGS TO BE PAID BY THE LICENSEE

<table>
<thead>
<tr>
<th>DETAILS OF OUTGOINGS TO THE PUBLIC</th>
<th>ESTIMATE $per annum</th>
<th>DETAILS OF OUTGOINGS TO RUN CENTRE</th>
<th>ESTIMATE $per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car parking</td>
<td></td>
<td>Air conditioning/ventilation</td>
<td></td>
</tr>
<tr>
<td>Child Minding</td>
<td></td>
<td>Building intelligence and emergency systems</td>
<td></td>
</tr>
<tr>
<td>Public address/music</td>
<td></td>
<td>Cleaning (consumables)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td>Cleaning (other)</td>
<td></td>
</tr>
<tr>
<td>Signs</td>
<td></td>
<td>Electricity</td>
<td></td>
</tr>
<tr>
<td>Telephones (public)</td>
<td></td>
<td>Energy management systems</td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td></td>
<td>Fire protection</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gardening</td>
<td></td>
</tr>
<tr>
<td><strong>ADMINISTRATION COSTS</strong></td>
<td></td>
<td><strong>GOVERNMENT CHARGES</strong></td>
<td></td>
</tr>
<tr>
<td>Audit fees</td>
<td></td>
<td>Land tax</td>
<td></td>
</tr>
<tr>
<td>Management fees</td>
<td></td>
<td>Local Government rates and charges</td>
<td></td>
</tr>
<tr>
<td>(administration cost to run centre)</td>
<td></td>
<td>Water, sewerage and drainage rates and charges</td>
<td></td>
</tr>
<tr>
<td>Management fees (paid to management company)</td>
<td></td>
<td>Other (specify)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Formula for apportionment of outgoings if the Licensee is not liable for the total amount:** No formula – specific amount nominated.

**Additional outgoings to be borne by Licensee:**
None unless specified in the Licence Agreement.

## DETAILS AS TO INTEREST OF LICENSOR

**Is the Licensor:**
- Owner of the Premises [x]
- or
- Licensee of the Premises

*(Give details of any rights and obligations of Licensor under that lease that may affect the shop)*.
DETAILS AS TO AGREEMENTS OR REPRESENTATIONS

(Give details of any other agreements between licensor and licensee, or representations made by the licensor or licensee including those relating to exclusivity or limitations on competing uses)

DETAILS OF ANY ANTICIPATED DISTURBANCE OF TRADING

(Give details of any disturbance likely to occur during the term of the licence, where known, where this will have a significant adverse effect on trading:

Section 34(3) of the Retail Leases Act 1994 may limit a licensee's claim for compensation if an event disturbing the licensee's trade was brought to the attention of the licensee in writing, before the licence was entered into. A general written statement made to the licensee before the licence is entered into will not be enough to limit liability of the licensor. A statement must specifically describe the nature of the disturbance, including assessment of the likelihood of disturbance taking place (including an indication of the basis on which the assessment was reached) and have regard to its timing, duration and effect during the licence term. The licensee should have to be aware that it is not always possible to predict the timing and the duration of disturbances with certainty.

Note 1 Section 16 of the Retail Leases Act 1994 provides for a minimum term of 5 years for a retail shop lease. The 5 year term can be made up of an initial term and any combination of options. If the parties to the licence agree to a term of less than 5 years, the licensee must provide the licensor with a certificate from the licensee's solicitor or conveyancer indicating that:

(a) the licensee's rights under section 16 have been explained to them; and

(b) the licensee has made an informed decision to accept the term of less than 5 years

Making an important decision about the viability of a retail business with a less than 5 year term should form part of the licence negotiation. A pro forma section 16 certificate is available for download from www.retailtenancy.nsw.gov.au. It can be provided to the licensor within 6 months of entering into the licence. Without a section 16 certificate, the licensee has the choice of extending the term of the licence to 5 years.

Note 2 Require only for shops in shopping centres or if the rent and/or outgoings is calculated on a "per square metre basis".
Note 3 If the licensor requires a particular standard of construction for fit out, the licensee is to be provided with a fit out guide, setting out this information, with this disclosure statement.
DECLARATION BY LICENSOR

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of Licensor:

Address of Licensor:

Signature: _______________________________

Date: _______________________________

NOTE: Section 11A of the Retail Leases Act 1994 requires a Licensee’s Disclosure Statement to be provided to the Licensor within 7 days (or any agreed further period) of the Licensee receiving the Licensor’s Disclosure Statement. The Licensee may be liable to a penalty for an offence under that Act if the Licensee’s disclosure statement is not so provided.
APPENDIX TO PART 1

INFORMATION FOR THE LICENSEE TO CONSIDER WHEN ENTERING INTO A RETAIL SHOP LEASE

Before signing the licence:

You should have detailed discussions with the licensor/agent and also seek advice from business associations, your solicitor and your accountant. Also consult your local council about any regulations, permitted use or development applications affecting the shop.

Information on these topics is included in the retail tenancy guide.

Ensure that all agreements arrived at with the licensor are included in the licence. Documentation is critical to avoiding and managing disputes about the licence.

Rent – be clear about the following issues:

What the starting rent is, and on what basis it is calculated.

How the rent will increase during the term.

If you have agreed to pay turnover rent, be clear as to how you will give this information to the licensor.

If there is an option as to part of the licence, find the clauses of the licence that tell you how and when you must exercise the option and that explain how the rent will be set.

Licence establishment - check

That you have read the licence and asked for advice on what it means.

That the description of the premises in the licence is accurate and covers any rights you will have for use of common areas or car parking for you, your staff or visitors.

Whether statements you have relied on in agreeing to the licence have been documented in the licensee’s disclosure statement, so as to avoid disagreements later.

Whether you need to provide a security bond or personal guarantee to secure the licence, and how much this will be. If a cash security bond is agreed to, be sure it is lodged under the New South Wales Government's Retail Bond Scheme.

What expenses you will have to meet to fit out the shop ready for trading, and whether you will have to meet any of the costs incurred by the licensor in preparing the shop for you to occupy.

The premises – you will need to be sure that:

The location of buildings suit the proposed use you will make of the premises and to check whether you have to renovate to enable the shop to operate.
The hours you can access the shop and open it to trade, as allowed by the licensor and the Council, will be sufficient to allow you to trade profitably.

You have, or could readily obtain, all the permits and licences required to operate the type of business you have chosen, and that the Council zoning for the premises does not restrict you from operating this type of business.

You have a condition report or photos to document the state of the premises when taking possession, to prevent or address disputes at the end of the licence. Agreements about the equipment should also be documented.

**Outgoings and expenses – you need to understand:**

The expenses you will have to meet as outgoings, and how they may change over the term of the licence. These were set out in the licensor's disclosure statement.

The information that the licensor will provide and your rights to receive estimates to allow you to plan for these expenses.

The insurance costs you will have to meet, including any contribution to the licensor's insurance.

**When you want to sell the business**

If you want to sell your business, you need to be aware of the process set out in the Retail Leases Act 1994 for assigning the licence. The licensee becomes the assignor of the licence, a potential new licensee becomes the assignee. In brief, these are the steps:

1. get an updated copy of the licensor's disclosure statement. If an update of the disclosure statement has not been issued during the term of your licence, request one in writing from the licensor. If it is not provided within 14 days, provide the latest version of the disclosure statement you have to the assignee (or if none exists, this requirement does not apply to you);

2. give a copy of the assignor's disclosure statement to the assignee (and to the licensor at least 7 clear days before the assignment if you want to be protected from ongoing liability under the licence);

3. gather, from the assignee, the following information to provide to the licensor:

   (a) the assignee's name and contact details;

   (b) documentation to indicate the assignee’s financial standing;

   (c) business experience of the assignee;

   (d) written records of statements made by the assignor or licensor which influence the assignee in deciding to enter the assignment;

4. provide information in point 3 to the licensor in writing, by:
(a) delivering it personally; or

(b) leaving it at or posting it to the last known residential or business address of the licensor; or

(c) in any other manner referred to in section 81A of the Act;

5. the licensor must respond to the request for assignment of the licence within 28 days from the time all the required information is received, or the assignment is deemed to have taken place;

6. the reasons the licensor can refuse a request for assignment of licence are:

(a) if the use of the premises is to change;

(b) if the assignee (new licensee) has inadequate retail skills compared to the assignor (current licensee);

(c) if the assignee has inferior financial resources to the proposed assignor;

(d) if the licensee has not complied with the procedure for obtaining consent to the assignment, as set out in section 41 of the Act;

(e) if a shop is airside premises at Sydney (Kingsford Smith) Airport and the licensor exercises the right to withhold consent to the assignment under section 80E of the Act.

**General**

Check with your accountant the most tax effective way to structure the payment of rent, fit-out costs and GST.

Make sure that all negotiated agreements are written into the licence.

Inspect the property and take notes or photographs prior to moving in.

Section 11A of the Retail Leases Act requires a licensee’s disclosure statement to be provided to the licensor within 7 days (or any agreed further period) of the licensee receiving the licensor’s disclosure statement. The licensee may be liable to a penalty for an offence under the Act if the licensee’s disclosure statement is not provided.
PART 2 - LICENSEE’S DISCLOSURE STATEMENT

ADVICE TO LICENSOR

1. The Licensee acknowledges that the attached Part 1 Licensor’s Disclosure Statement was received from the Licensor prior to entering into the Licence.

2. The Licensor has made available to the Licensee a copy of the proposed retail shop Licence and a copy of a Retail Tenancy Guide as prescribed by or identified in the Regulations.

3. The Licensee has sought/not sought independent advice in respect of the commercial terms contained in the Licensor’s Disclosure Statement and the obligations contained in the proposed retail shop licence.

4. The Licensee believes that the Licensee will be able to fulfil the obligations contained in the Licence, including the payment of the proposed rent, outgoings and other amounts, based on the Licensee’s own business projections for the business.

5. In entering into the retail shop Licence, the Licensee has relied on the following statements or representations made by the Licensor or the Licensor agents.

NOTE: Matters such as agreements or representations relating to exclusivity or limitations on competing uses, sales or customer traffic should be detailed.

Should more space be required please detail on another page.

6. Apart from the statements or representations set out above, no other promises, representations, warranties or undertakings (other than those contained in the Licence) have been made by the Licensor to the Licensee in respect of the premises or the business to be carried out on the premises.

Signed by or for and on behalf of the Licensee.

Signature: ____________________________
Name of Licensee: ____________________________
Address of Licensee: ____________________________
Date: ____________________________
NSW RETAIL TENANTS GUIDE & RENTAL BOND LODGEMENT FORM

The NSW RETAIL TENANTS GUIDE (APPENDIX G) can be found at:


The accompanying Rental Bond Lodgement Form is provided by Schools Finance. This form needs to be posted to your School as an original. If you are electing to lodge a security bond from the canteen operator, please contact Schools Finance to have a Rental Bond Lodgement Form sent to you
RECENT TRADING RESULTS | P&C CANTEEN - HILLTOP ROAD PS

The trading results below cover a year of school terms trading as a canteen on the school premises:

- Term 3, 2012
- Term 4, 2012
- Term 1, 2013
- Term 2, 2013

Included are the following data:

- Total incoming by term,
- Average incoming by day,
- Average lunch orders by day; and
- Staffing hours required for P&C operations
- Non trading and reduced trading days data

Warren Gregory | President

Hilltop Road Public School P&C Association
Hilltop Road Public School | Hilltop Rd | Merrylands | NSW | 2160

PH: 0413 400 489 | EMAIL: warren.gregory@outlook.com
TOTAL INCOME DURING REPORTING PERIOD

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term 3, 2012</td>
<td>$24,071.15</td>
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<tr>
<td>Term 4, 2012</td>
<td>$37,108.25</td>
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<tr>
<td>Term 1, 2013</td>
<td>$31,742.50</td>
</tr>
<tr>
<td>Term 2, 2013</td>
<td>$28,673.95</td>
</tr>
<tr>
<td><strong>12 Month Total (4 terms)</strong></td>
<td><strong>$121,595.85</strong></td>
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AVERAGE DAILY INCOME DURING REPORTING PERIOD

<table>
<thead>
<tr>
<th>Day</th>
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<tbody>
<tr>
<td>Monday’s</td>
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<tr>
<td>Tuesday’s</td>
<td>$587.05</td>
</tr>
<tr>
<td>Wednesday’s</td>
<td>$630.01</td>
</tr>
<tr>
<td>Thursday’s</td>
<td>$727.79</td>
</tr>
<tr>
<td>Friday’s</td>
<td>$824.37</td>
</tr>
<tr>
<td><strong>Weekly Average</strong></td>
<td><strong>$3,322.03</strong></td>
</tr>
</tbody>
</table>

AVERAGE DAILY LUNCH ORDERS DURING REPORTING PERIOD

<table>
<thead>
<tr>
<th>Day</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Tuesday’s</td>
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<tr>
<td>Wednesday’s</td>
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<td>Thursday’s</td>
<td>85.5</td>
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<tr>
<td>Friday’s</td>
<td>111.2</td>
</tr>
<tr>
<td><strong>Weekly Average</strong></td>
<td><strong>402.3</strong></td>
</tr>
</tbody>
</table>

STAFFING HOURS FOR P&C OPERATIONS

The P&C operated the canteen from 8:00 am to 2:00 pm Monday - Friday with two (2) staff members.

One staff member from 8:00 am (30 hrs/week) and one staff member from 8:30 am (27.5 hrs/week).

Total staff hours per week: 57.5 hours

NON-TRAJECTING AND REDUCED-TRAJECTING DAYS

During the reporting period there were six (6) non-trading days (public holidays and pupil free days) and six (6) reduced-trading days (school camp, excursions etc.)