

LANDCOM

and

Insert name of Licensee

LICENCE DEED

Reference: **XXXX/XXXXXX**



Landcom Legal
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THIS AGREEMENT is made on the date set out in Item 1 of Schedule 1.

BETWEEN:

- (1) **Landcom ABN 79 268 260 688** of Level 14, 60 Station St, Parramatta, NSW, 2150 (“**Landcom/We/Our/Us**”), and
- (2) **THE PARTY** set out in Item 2 of the Schedule (“**You/Your/Licensee**”)

BACKGROUND

- (A) Landcom has agreed to grant You a licence to occupy the Site for the Licence Period for the purpose of the Event or Activation.
- (B) You have agreed to pay the Site Licence Fee and to operate the Site in accordance with this Agreement.
- (C) Sydney Metro is the owner of the property. Sydney Metro has granted Landcom a licence of the Licensed Area (Site Licence).

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

Advertising Guidelines means any guidelines or policies in relation to advertising published from time to time by Us in relation to advertising standards in and around railway stations and other property owned by Us, the guidelines being available from Us on written request by You.

Activation means the activation as described in Item 3B of the Schedule.

Agent means the person, if any, specified as such in Item 10 of the Schedule.

Agreement means this document and any schedule or annexure to it.

Bond is the amount of the Bond stated in the Schedule, Item 8.

Bump-in/Bump-out Times means the bump-in and bump-out times in Item 5 of the Schedule.

Event means the event as described in Item 3 of the Schedule.

Land means [insert].

Landowner means Sydney Metro.

Licence Period means the period of the Site Licence as stated in Item 5 of the Schedule.

Operation/Activation Times means the operation / activation times in Item 5 of the Schedule.

Permitted Use means Your permitted use of the Site as described in Item 3 of the Schedule.

Site means the site to be licensed to You as stated in Item 4 of the Schedule.

Site Licence means the site licence issued to You to occupy the Site for the Licence Period.

Site Licence Fee means the site licence fee calculated in accordance with clause 3 and as estimated in Item 6 of the Schedule.

Sydney Metro means Sydney Metro ABN 12 354 063 515.

WHS Laws means the Work Health and Safety Act 2011 (NSW), the Work Health and Safety Regulation 2017 (NSW) and other instruments under them including any codes of practice and any consolidations, amendments, re-enactments or replacements of them.

1.2 Rules for interpreting this document

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

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **including** means “including, without limitation”.
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) A reference to **this document** includes the agreement recorded by this document.
- (i) Words defined in the GST Act have the same meaning in clauses about GST.
- (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. LICENCE

2.1 Grant

- (a) We grant You a non-exclusive licence to occupy the Site for the Licence Period in accordance with the terms of this Agreement, subject to payment of the Site Licence Fee.
- (b) This Agreement does not create:
 - (i) a tenancy;
 - (ii) the relationship of landlord and tenant between the parties; or
 - (iii) any estate or interest in the property on which the Site is located.

3. SITE LICENCE FEE

3.1 Payment

You must pay Landcom the Site Licence Fee Agreement as stated in Item 6 of the Schedule, on execution of this Agreement.

3.2 GST

Subject to this clause all amounts stated in this Agreement are GST exclusive. Any amount in the Site Licence Fee which constitutes a taxable supply for the purpose of GST will be increased by an amount equal to the GST paid or payable by Us. We will provide You with a tax invoice for any payment to be made under this Agreement which constitutes a taxable supply for the purposes of GST.

4. BOND

4.1 Bond

If applicable, You must pay the Bond as detailed in Item 8 of the Schedule, on the date of this document to secure the performance of Your obligations under this Site Licence including but not limited to the care or repair of the Site, the payment of the Site Licence Fee, and the payment of any other monies payable by You under this Site Licence. The Bond becomes Our property when We receive it.

4.2 Failure to Perform

In the event of any failure by You to perform and/or observe the terms and conditions of this Site Licence, We will be entitled, without further notice to You, to call up such Bond as follows:

- (a) where such default relates to any payment of the Site Licence Fee or other monies payable to Us;
- (b) where such default relates to the performance of any obligations or the observance of any restriction on Your part which has been remedied by Us at Our expense;

4.3 Recovery of monies

You agree and acknowledge that We can and will be entitled to recover any monies of any nature whatsoever owing under or pursuant to this Site Licence and damages for breach of covenant without being limited to the Bond.

4.4 Return of Bond

When this Agreement expires or terminates, Landcom will pay You the unused part of the Bond, less any amount to make good defect or damage, and/or any other money outstanding within 15 business days.

5. YOUR RESPONSIBILITIES

5.1 Directions

You must comply with any reasonable direction given by Us, our Agent, or Sydney Metro about the operation of the Site during the Licence Period. Directions may be given by Sydney Metro, our Agent, the relevant Council's environmental health surveyor, rangers or appropriately delegated officers. Directions given in accordance with this clause may, amongst other things, be about the cleanliness of the Site, hygiene and waste removal.

5.2 Laws

- (a) You must comply with all laws which regulate Your Permitted Use, including relevant legislation, regulations and Australian Standards including (without limitation) work health & safety, environmental and planning laws.
- (b) You must not use or permit to be used the Site for any other purpose other than for the Permitted Use.
- (c) If applicable, You must comply with the *Food Act 2003 (NSW)* and comply with Annexure 1 in relation to the service of food.

5.3 Specific requirements

You must conform to the specific obligations relating to:

- (a) the requirements for the operation of a temporary food stall or other activity which are set out in Annexures 1 and 3 to this Agreement;
- (b) any special conditions as set out in Item 9 of the Schedule; and
- (c) if requested by Landcom or its Agent, You will be required to participate in a performance review as set out in Annexure 4.

5.4 Make good

- (a) You must not carry out any structural alterations to the Site.
- (b) When You are first granted access to the Site, We will prepare a report setting out the condition of the Site as at that date (**Condition Report**)
- (c) You must leave the Site and return the Site to the condition set out in the Condition Report at the end of the Licence Period at Your own expense including removal of any rubbish generated by You.
- (d) If We form the view, acting reasonably, that You have not satisfactorily complied with Your obligations:
 - (i) We may undertake such works as are necessary to make good any damage to the Site; and

- (ii) You must pay Landcom's reasonable costs (as applicable) associated with the works undertaken to make good any damage to the Site within 10 days of receiving a tax invoice from Landcom, or if applicable, Landcom may also call on the Bond.

5.5 **Safety**

- (a) You must present to Us or our Agent on demand any written proof of safety risk assessments, safe systems of work, and safety training records that ensure all staff, personnel or contractors working under Your control at the Site are competent in their tasks.
- (b) You must ensure that all electrical items used at the Site are tested and tagged.
- (c) You will not cause or allow Your operation to cause nuisance, annoyance or grievance to Landcom or any person lawfully present, and occupiers or owners of any adjacent premises.

5.6 **General obligations**

- (a) You must comply with the terms of any easements, restrictions on the use of the Site, covenants, agreements or other arrangements which have been registered on title, or that We give you notice of;
- (b) You must ensure that We (or our Agent) and Sydney Metro have access to the Site, including vehicular access;
- (c) You are responsible for the safety and protection of people and property on the Site, and must notify Us of any incidents, accidents or other safety issues once You become aware of them.
- (d) You will provide Us with any notices You receive from any authority in relation to the Site.
- (e) You will take all reasonable steps to avoid unnecessary interference with the movement of people and vehicles in or around the vicinity of the Site.
- (f) You will take all reasonable steps to ensure any adjoining land has vehicular access on a continuous basis.
- (g) You will use reasonable endeavours not to cause adjoining streets to be unclean or untidy, or cause damage to streets or public utilities, and ensure any damage is repaired in a timely manner.
- (h) You must obtain our approval and the approval of Sydney Metro before any temporary installations are installed on the Site.
- (i) You must not install any permanent structures on the Site.
- (j) You must comply with the Advertising Guidelines.
- (k) You must not interfere with Sydney Metro's access to or use of the Site or the Land.

5.7 **Access times**

- (a) You must only access the Site for bump-in and bump-out during the Bump-in/Bump-out times.
- (b) You must conduct the Permitted Use from the Site during the Operation/Activation Times.

6. SITE INSPECTION

6.1 WHS Laws

We authorise You to have such management and control of the Site as is necessary to discharge Your duties under this Agreement and under the WHS Laws until the Services are completed.

6.2 Landcom to undertake

We or our Agent may, at our discretion, undertake an inspection of the Site before and after the Licence Period to ensure that You return the Site to its original condition.

6.3 Ensuring compliance

We or our Agent may, at our discretion, inspect the Site during the Licence Period including for the purpose of ensuring compliance with health requirements.

6.4 Termination

If during an inspection We or our Agent observe that You are in breach of any of the terms of this Agreement, We or our Agent may terminate the Agreement immediately. If the Agreement is terminated in accordance with this clause 6, the Site Licence Fee will not be refunded to You and Landcom may retain the Bond if applicable.

7. WORK HEALTH AND SAFETY

7.1 Warranty as to compliance

You warrant that You have a work health and safety management system in place and are capable of complying with the WHS Laws.

7.2 Obligation to comply

You must comply with, and must ensure that Your employees and contractors comply with, the WHS Laws.

7.3 Consultation

You acknowledge and agree that the parties have, and will continue to as necessary, consult, cooperate and coordinate activities with each other and with any other persons who have a common duty under the WHS Laws in relation to the Services.

7.4 Risk assessment

You must conduct a risk assessment and prepare a risk assessment report prior to the commencement of the Event. The risk assessment report must include:

- (a) the date of the assessment;
- (b) the nature of the Services;
- (c) the location of the Services;
- (d) the associated risks of the Services and the Site including any hazards;
- (e) the control measures that You will implement to eliminate or minimise these risks; and

- (f) where it is reasonably practicable, a safe work method statement (SWMS) for carrying out the Services.

7.5 **Employees to comply**

You must ensure that Your employees and contractors:

- (a) implement the control measures set out in the risk assessment report; and
- (b) comply with, where created, the SWMS.

8. **INDEMNITIES & INSURANCE**

8.1 **Insurance required**

You must:

- (a) Prior to the Licence Period specified in Item 5 of the Schedule, provide and maintain during this Agreement sufficient public liability insurance on an occurrence basis (with an insurer licensed by APRA to operate as an insurer in Australia or with an investment grade security rating from an industry recognised rating agency) for not less than \$20,000,000 for each occurrence of bodily injury and property damage including cover for product liability;
- (b) provide and maintain during this Agreement sufficient workers compensation as required by legislation; and
- (c) provide to Us on request a certificate of currency verifying the placement and maintenance of the required insurance, and where possible, noting **Landcom** as an interested party on the Public Liability Certificate.

8.2 **Indemnity**

You agree to indemnify and release to the fullest extent permitted by law, both Landcom and the Landowner against claims by any person in respect of personal injury or death, loss or damage to any property arising out of, or as a consequence of goods and services supplied by You or by the operation of the Site during the Licence Period.

9. **TERMINATION**

9.1 **Agreement for breach**

Landcom may end the Agreement by written notice to You if You have not remedied a breach of this Agreement after We request You to do so. If the Agreement ends under this clause 9.1, We will not be obliged to refund the Site Licence Fee or the Bond to You.

9.2 **Agreement for convenience**

Notwithstanding that You may not be in breach of the Agreement, We may end the Agreement by written notice to You at any time for our sole convenience and at our absolute discretion. If We end the Agreement under this clause 9.2, We will refund the Site Licence Fee and/or the Bond to You.

9.3 **Cancellation of Activation or Event**

- (a) You may terminate this Agreement by notice in writing to Landcom at any stage prior to the date of commencement stated in Item 5. If You terminate this at least one day prior to the date of commencement, You will be entitled to a refund as per Items 6 and/or 8 of the Schedule.

- (b) You acknowledge that the Activation area may not be able to be occupied by You due to circumstances beyond our control such as emergency or exceptional weather conditions. We will refund the fees, bonds and any other charges paid to Landcom in accordance with clauses 3 and 4.

10. **FORCE MAJEURE**

10.1 **Termination for force majeure**

If any strike, act of God, inclement weather, or any other event beyond the reasonable control of either party occurs, which prevents You from occupying the Site for the Licence Period in full or in part, then it will be at Your risk and we will not be obliged to refund to You any part of the Site Licence Fee.

11. **NO ASSIGNMENT**

This Agreement is personal and cannot be assigned, transferred or sub-contracted to another person.

12. **DISPUTE RESOLUTION**

- (a) If there is a dispute between the parties regarding terms of this agreement then the parties must attempt to resolve the dispute by mediation administered by the Australian Commercial Disputes Centre.
- (b) You and Landcom will pay equal costs for the mediation.
- (c) Each party will continue to perform its obligations under this agreement

13. **LANDOWNER MAY INSPECT AND REPAIR**

The Landowner may in the case of an emergency (or upon reasonable written notice to You if there is no emergency) with any of its officers, servants, agents or workmen enter upon the Site and at all reasonable times of the day with all necessary materials, equipment and appliances:

- (a) to examine and view the condition and state of repair of the Site;
- (b) to carry out repairs, renovations, maintenance, modifications, alterations (structural or otherwise), improvements or other works which the Landowner may consider necessary or desirable to the Site or to any part of or the Land required or notified or ordered to be done by any authority having jurisdiction or authority over or in respect of the Land or the Site.

14. **OTHER USERS**

- (a) You acknowledge that the Land may be used by other users, operators or licensees at the same time as You.
- (b) You must:
 - (i) co-ordinate and co-operate with other users, operators or licensees in relation to their respective uses of the Land; and
 - (ii) ensure that You minimise any disruption to those users, operators or licensees.

15. **INFORMATION DISCLOSURE AND PUBLIC ACCESS**

- (a) You acknowledge that the *Government Information (Public Access) Act 2009* (NSW) and any variation or replacement of that act (**GIPA Act**) may require Landcom and/or the Landowner, in relation to government information and certain government contracts, to disclose certain information in relation to this Agreement.
- (b) We will comply with the requirements of the GIPA Act when publishing and providing such information in accordance with the GIPA Act (including taking reasonable practical steps to consult with You before providing any person with access to information relating to You, in response to an access application under the GIPA Act.

Sample only do not sign

THE SCHEDULE

Agreement Details

ITEM	TERM	DESCRIPTION
1.	Date of Agreement	
2.	Licensee	Name ACN or ABN Address Contact Phone Mobile Fax Email
3.	Event or Activation	
4.	Site	
5.	Licence Period	Date of Event (Date of commencement): Bump-in and bump-out times: Operation/Activation times: Expiry Date of Licence:
6.	Site Licence Fee	
7.	Key dates	

	<p>(a) Date for actual gross revenue to be supplied by You</p> <p>(b) Date for liquor licence to be obtained by You</p>	
	(c) Date for liquor licence to be received by Us	
8.	Bond	
9.	Special conditions	Licensee must direct any operational issues to Landcom or Landcom's agent if applicable, see annexure 3
10.	Agent (if applicable)	<p>Name</p> <p>ACN or ABN</p> <p>Address</p> <p>Contact</p> <p>Phone</p> <p>Mobile</p> <p>Fax</p> <p>Email</p>

EXECUTED as an agreement.

Signed for and on behalf of Landcom by its attorneys jointly under power of attorney Book 4749 No 274 dated 31 August 2018.

By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:

Signature of witness

Signature of attorney

Name of witness

Name of attorney

Address of witness

Position of attorney

Signed in the presence of:

Signature of witness

Signature of attorney

Name of witness

Name of attorney

Address of witness

Position of attorney

Select the appropriate execution clause for the legal entity and delete those that are not applicable.

If other party is an individual

SIGNED by [insert name of person], in the)
presence of:)

Witness (Signature):

Person (Signature):

Name & Address (printed):

Name (printed):

If other party is an incorporated company other than a sole director proprietary company

SIGNED by **[insert name of the entity]**, ACN
[insert ACN], in accordance with its Constitution)
[Section 127 Corporations Act 2001]:)
)

Director:

Director/Secretary:

Name (printed):

Name (printed):

[OR, if the other party is a company with a sole director]

SIGNED by **[insert name of the entity]**, ACN)
[insert ACN], in accordance with its Constitution)
[Section 127 Corporations Act 2001]:)

Name of Sole Director and secretary in full who
states that he or she is the Sole Director and
Sole Company Secretary

Signature:

[OR, if the other party is an Incorporated Association]

The **COMMON SEAL OF [insert name of licensee]**)
was affixed here in accordance with)
its Constitution in the presence of:)

Signature of Public Officer/Secretary

Signature of Committee Member/Secretary

Name (printed):

Name (printed):

ANNEXURE 1 – FOOD ACT

The regulation of retail and service food premises is governed by the Food Act 2003 No 43 NSW.

<https://www.legislation.nsw.gov.au/#/view/act/2003/43/full>

Compliance and regulation of food stalls is usually managed by the Local Government for the area the food premise is registered at. However the Local Government areas that you trade in also enforce compliance including but not limited to holding inspections and requiring businesses to register with them.

The procedures and recommendations for the three Local Government areas on which Metro NorthWest stations are located should be followed at all times, and have been copied here, including links to their websites.

Events Activations in the Hills Shire Local Government Area

(Kellyville, Bella Vista, Norwest, Hills Showground, Castle Hill)

<https://www.thehills.nsw.gov.au/Services/Our-Community/Community-Health-Safety/Food-Regulations/For-Food-Businesses/Mobile-Food-Vending-Temporary-Food-Stalls>

Mobile Food Vending & Temporary Food Stalls

The NSW Food Authority defines Mobile Food Vending Vehicles as:

- Any means of transport, whether self-propelled or not, or otherwise designed to be movable, which is used for selling food, whether on land, sea or air.
- It includes vehicles used for on-site food preparation (eg hamburgers, hot dogs and kebabs), one-step food preparation (eg popcorn, fairy floss, coffee and squeezing juices), and the sale of any type of food including pre-packaged food.
- It does not include food vending machines or food transport vehicles.

[FAQs - Mobile Food Vending Vehicle\(PDF, 1MB\)](#)

Before You start your mobile food vending business you will need to address the following matters:

Registration

All mobile food vending vehicles are required to be registered with the [NSW Food Authority](#) and with the Local Enforcement Agency for the [Local Government Area](#) of the vehicle's primary storage location.

[Mobile Food Vending Vehicle Online Registration Form](#)

[NSW Food Authority Mobile Food Vending Vehicle Guidelines \(link to PDF\)](#)

Inspection

Your mobile food vending vehicle will be required to be inspected each financial year. Should any issues be raised during the routine inspection, a re-inspection may be required. Re-inspections have a minimum ½ hour charge and are charged according to [Council's Fees and Charges](#) (Hills Shire Plan Part 5).

An Environmental Health Officer will contact you to arrange an inspection of your mobile food vending vehicle. You may be required to bring your mobile food vending vehicle into the Council's offices for inspection.

Approvals

The sale of food from a mobile food vending vehicle may only take place with the approval of the owner or person in control of the land on which the vehicle is parked.

The use of a vehicle to sell food in a public place that is, land owned or controlled by the Council, requires the prior approval from the Council.

To leave the vehicle in a single place and continually trade from that place will require formal Development Approval for that land use.

[Application for approval to trade on public land - Section 68, Local Government Act, 1993](#)

[The Hills Shire Council Local Approvals Policy\(PDF, 855KB\)](#)

Temporary food stalls

[Temporary Food Stall Notification Form](#)

[NSW Food Authority - Guidelines for Food Businesses at Temporary Events \(link to PDF\)](#)

Related Information

- [Fees & Charges](#)
- [NSW Food Act, 2003](#)
- [NSW Food Regulation, 2010](#)
- [Food Safety Standards Australia New Zealand](#)
- [NSW Food Authority Mobile Food Vending Vehicle Guidelines \(PDF\)](#)
- [NSW Food Authority - Guidelines for Food Businesses at Temporary Events \(PDF\)](#)
- [The Hills Shire Council Local Approvals Policy\(PDF, 855KB\)](#)

ANNEXURE 2 - SITE PLAN

[Note site plans are subject to change

Landcom to insert site plan showing activation location and any specific parking, set up or orientation instructions].

Sample only do not sign

ANNEXURE 3 - SPECIFIC CONDITIONS

Applicable ✓	Not Applicable ✗	Condition
		<p>No glass</p> <p>You agree and acknowledge that no glass is permitted to be sold and brought onto the Site.</p>
		<p>Sullage</p> <p>You are responsible for sullage on the Site and must keep the Site clean and tidy at all times during the Licence Period.</p>
		<p>Ground protection</p> <p>You must use appropriate ground protection under any cooking facilities using hot oil to ensure no grease or oil residue is left on the ground at the Site.</p>
		<p>Display Site Licence and accreditations</p> <p>You must:</p> <ul style="list-style-type: none"> (c) prominently display the document evidencing the Site Licence at the Site as directed by Us or our Agent; and (d) on request, produce all accreditations supplied to You by Landcom for the Event or Activation, including any documentation required to enable You to pass through security checkpoints and road closures.
		<p>Products to be sold</p> <ul style="list-style-type: none"> (a) If at least 14 days before the Event or Activation You are provided with details of products of the Event's or Activation's sponsors (Notified Products), You must only sell: <ul style="list-style-type: none"> (i) the Notified Products; or (ii) products that do not compete with the Notified Products. (b) You must obtain all products to be sold at Your own cost.
		<p>Employees responsible for food preparation or serving</p> <p>You must ensure that:</p>

		<ul style="list-style-type: none"> (a) all employees are neat, uniformed and courteous; (b) wear outer garments that are clean (c) effective hair restraints are worn; (d) wear gloves; and maintain their hands in a clean and sanitary condition, and that their hands are washed immediately after going to the rest room, handling raw food, smoking, or soiling their hands in any manner; and (e) must not engage in food handling, preparation or service activities if that person has a communicable disease, sore throat, discharging wound or gastro-intestinal illness.
		<p>LIQUOR LICENCE</p> <p>Requirement to obtain</p> <p>If You intend to supply or sell liquor on the Site, You must:</p> <ul style="list-style-type: none"> (a) obtain our prior written consent; (b) have an approved liquor licence by the date set out in Item 7(b) of the Schedule; and (c) provide Us with written proof of that liquor licence by the date set out in Item 7(c) of the Schedule.
		<p>DANGEROUS SUBSTANCES</p> <p>If you intend to bring dangerous substances onto site (including cleaning products) you must:</p> <ul style="list-style-type: none"> (a) You must have the Safety Data Sheet for each Product on site. (b) You must not decant liquids from one container into another. (c) You must have appropriate solvents and firefighting equipment for the substances
		<p>PATRON NUMBERS</p> <p>You must ensure that patron numbers do not exceed the cap on patron numbers nominated by Landcom in writing before the date of this Agreement.</p>
		<p>PLANS</p> <p>You must comply with the security arrangements and management plans provided by the Us before the date of this Agreement.</p>

ANNEXURE 4 – PERFORMANCE REVIEW

Supplier:		Review date	
Contract name:			
Contract Ref:		Review no	__ of __
Contractor:		Reviewer	

Performance Reviews are to be carried out for all contracts on a regular basis, at least annually and **always** on completion of the contract.

The Performance Review must be based on solid reasoning and supported by documentation created during the period under review. Any decision or action taken as a result of the review must be justifiable and be objectively acceptable to a reasonable person.

The Contract Manager must invite the Supplier to participate in the Performance Review. Once completed, both parties need to sign the final Performance Review.

This template is for contracts where the procurement documents identified that General KPIs would be used. If the contract has KPIs (With Repeating Activities), use the KPIs (With Repeating Activities) template.

Note: Use this form for **both**:

- ✓ The regular Performance Review.
- ✓ Final Supplier Evaluation Review.

STEPS TO COMPLETE THE PERFORMANCE REVIEW

1. Assess how well the Supplier has performed against the General Key Performance Indicators based on the Contract Managers experience. This assessment must be defensible and able to be substantiated by file notes and contract management records.
2. Describe issues about the services or specification that have affected performance of the contract, and if the contract is ongoing that require a response from Landcom or Supplier.
3. Make any general comments.

KEY PERFORMANCE INDICATORS

General Key Performance Score:	Consistency Rating Score
1 unacceptable / deficient	1 much worse than last review
2 limited / flawed	2 slightly worse than last review
3 adequate / satisfactory / appropriate	3 same as last review
4 competent / proficient	4 slightly better than last review
5 strong / superior / exceeds expectations	5 much better than last review

Write 'First Review' in the comments section if there is no review history or 'Not Applicable' if the contract has been of short duration.

Descriptions of General Key Performance Indicators

Key Outcomes / Deliverables*

Did the Supplier fulfil the key Outcomes / Deliverables set out in the contract?

* The Key Outcomes / Deliverables must have been set out in the Specification. This is the result that you expected the Supplier to deliver to met Landcom's key contract requirements.

Quality of Work

Was the contract performed with the professional care, skill and diligence expected of a Supplier experienced in projects or activities of this kind? Were their work outputs fully satisfactory?

Time

Was the contract performed in accordance with the agreed dates?

Reporting

Were Reports presented in the format and manner required? Were the Reports well-presented and clear and are conclusions logical and convincing? Were all requirements dealt with in the Reports?

Communication

Did the Supplier respond promptly to requests for information and maintain cordial and cooperative communications with Landcom?

Work Health and Safety

Did the Supplier comply with all requirements of the Landcom's Safety Management System (SMS) in the performance of the contract? If compliant score the Supplier '3'.

In comments, the Contract Manager must report:

- Suppliers compliance with contract WHS specifications
- Any WHS issues identified through monitoring and verification activities performed by the Supplier
- Corrective actions raised and close out rates
- Incidents and investigation outcomes

GENERAL KEY PERFORMANCE INDICATORS

Key Performance Indicator		Rating					Comments
		1	2	3	4	5	
1	Delivery of the scope of services						
Consistency Rating							
2	Quality of work						
Consistency Rating							
3	Time (milestones)						
Consistency Rating							
4	Communication (Pre-post event)						
Consistency Rating							
5	Reporting (during Event)						
Consistency Rating							
6	Work Health and Safety						
Consistency Rating							

ISSUES ABOUT THE SERVICES OR SPECIFICATION REQUIRING A RESPONSE FROM LANDCOM OR THE SUPPLIER

GENERAL COMMENTS

Performance Review conducted on behalf of Landcom by:

.....

Name

.....

Signature:

Date: ___/___/___

Supplier's acknowledgement of the Performance Review:

.....

Name

.....

Signature:

Date: ___/___/___