



Hilton

ADELAIDE

Account:	National Indigenous Australian's Agency	Event Dates:	September 2, 2024 - September 6, 2024
Post As:	NIAA CDP Forum – Part 1	Contact:	s22(1)
Address:	Charles Perkins House Wooden, ACT 2606	Phone:	
		E-mail:	
		On-Site Contact:	
		On-Site Mobile:	
Group Master:	241844012	Sales Manager:	s47F
		Catering Manager:	

Wednesday, September 04, 2024

Packages			
Qty	Name	Value	Inclusive Total
180	Full Day Delegate Package \$82.00 (Hot Lunch)	s47	

Events			
Qty	Name	Value	Inclusive Total
1	Balcony 2	s47	
1	Balcony 1		

Thursday, September 05, 2024

Packages			
Qty	Name	Value	Inclusive Total
180	Full Day Delegate Package \$82.00 (Hot Lunch)	s47	

Events			
Qty	Name	Value	Inclusive Total
1	BY ENCORE Event Technologies (Job No: 880864 - As per Encore)	s47	
1	Balcony 1		
1	Balcony 2		
1	Minimum Food & Beverage Spend (to be utilised on additional numbers and upgraded catering)		

Summary All Charges			Inclusive Total
	Packages/Food & Beverage		s47
	Audio Visual		
	Subtotal		
	Less Deposit		
Amount Outstanding (inclusive of 10% GST)			\$47,746.23

Please quote Invoice number when paying this account.
 For all account queries, please call +61 (0)8 8217 2000.

BANK ACCOUNT DETAILS

s47G

Credit Card payments incur a merchant service fee of 2% in addition to the total amount payable.
 Remittances can be mailed to the address above or faxed to our Finance team on +61 (0)8 8237 0732 or sent via email to ADLHI_AR@hilton.com.



Encore Event Technologies Pty Limited
ABN 46 006 668 702

15-16 Deacon Avenue
Richmond SA 5033
Australia

T +61 8 8159 9100
F +61 8 8159 9190

encore-anzpac.com

National Indigenous Australians Agency
16 Bowes Place
Woden ACT 2606 Australia

Thank you for inviting us to submit this proposal for your event NIAA CDP Forum
This proposal includes our estimate and our Terms and Conditions (the
Proposal).

No matter the size of the event, our highly trained teams each share the same goal of providing you the
very best experience and supporting you in achieving your event objectives.

We've put together our solution for your event, based on the brief we received. We ask you take a
moment to read through the quote. We'll then follow up with a phone call to go through and make sure
we're both on the same page with your event production.

In the meantime if you have any questions or additions, feel free to email or call:

Phone: +s47F
Email: s47F@encore-anzpac.com

Your Event

Event Name: NIAA CDP Forum
Date: 04-05 Sept 2024
Venue: Hilton Adelaide
Room: VARIOUS ROOM ALLOCS

Please send signed acceptance to: s47F
s47F@encore-anzpac.com

Kind Regards,
s47F

Order No.00000880864	03/09/2024 05/09/2024
NIAA CDP Forum	

Equipment

Qty	Item Description	Unit Price	Duration	Total
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Wednesday 4th September 2024
Thursday 5th September 2024

BALCONY ROOM 1

Breakout Room

- 1 Projection & Screen Kit Balcony Room 1 Hilton Adelaide
- 1 Screen Kit Balcony Room 1 Hilton Adelaide
- 1 Projection Kit Balcony Room 1 Hilton Adelaide

s47

Presenters own laptop set on Credenza in room

- 1 Lectern, 1 x MX412 and Ceiling Speakers Kit Hilton Adelaide
- 1 *Lectern Silver with Laptop Shelf*
- 1 *Microphone Lectern Condenser Shure MX412/S*
- 1 *Mixer 6+2/2 Soundcraft EPM6*
- 1 *Cable Audio Microphone XLR F - M 20m*
- 1 *Speaker System Ceiling*

s47

BALCONY ROOM 2

Breakout Room

- 1 Projection & Screen Kit Balcony Room 2 Hilton Adelaide
- 1 Screen Kit Balcony Room 2 Hilton Adelaide
- 1 Projection Kit Balcony Room 2 Hilton Adelaide

s47

Presenters own laptop set at Lectern in room

- 1 Lectern, 1 x MX412 and Ceiling Speakers Kit Hilton Adelaide
- 1 *Lectern Silver with Laptop Shelf*
- 1 *Microphone Lectern Condenser Shure MX412/S*
- 1 *Mixer 6+4/2 Allen & Heath ZED 14*
- 1 *Cable Audio Microphone XLR F - M 20m*
- 1 *Speaker System Ceiling*

s47

HILTON BALLROOMS B+C

MAIN PLENARY ROOM

PROJECTION

2 X 16ft Motorised Screens & Ceiling Mounted Data Projectors (DUAL)

- 1 Projection & Screen Kit Wide Ballroom B+C Hilton Adelaide
- 1 Projection Kit Ballroom B+C Hilton Adelaide
- 1 Screen Kit Ballroom B+C Hilton Adelaide

s47

ENCORE to run HDMI & Power as required to Ops position

VISION SOURCES & CONTROL

1 X ENCORE = Presenter Laptops set at Ops Desk

- 1 Computer Laptop Win10 Pro i7 16GB Dell Mobile Precision 7530 Office 2019x64

s47

1 X Vision Switcher & Cueing Monitor (switch between Holding slide & Laptops

- 1 Vision Switcher 9 input Barco PDS-902 3G

1 X Foldback Monitor - set on floor in front of stage

- 1 Monitor LCD 50in 1920 x 1080 Sony FWD50W66F
- 1 Monitor Stand Foldback/ Desktop Adjustable Big City
- 1 Cue Light RF DSAN PerfectCue Mini

Monitor - to connect to Graphic Scribe

- 1 Monitor Kit 75in Sony & Mobile Stand Hilton Adelaide

AUDIO

- 1 Audio Kit Ballroom B+C Hilton Adelaide
- 1 Mixer Digital 64/24 Yamaha QL5 with Cat5 Multicore 32/16 Kit
- 1 Speaker Kit Ballroom B+C Hilton Adelaide

ALL Presentation - run from Lectern**1 X Lectern & Microphone - complimentary**

- 1 Lectern, 1 x MX418 Kit Hilton Adelaide
- 1 *Lectern Silver with Laptop Shelf*
- 1 *Microphone Lectern Condenser Shure MX418/S*

2 X Handheld Microphone Kits (Audience Q&A / Panelists)

- 1 UHF Radio Microphone DUAL Kit Shure QLXD Beta58 Handheld & Lapel H53 Band

1 X PC Audio set at Ops Desk

- 1 Cable 3.5mm TRS M - 6.5mm TRS M

Teams Audio Interface

- 1 Audio Portable Zoom H5

LIGHTING**Lighting Control - Static Op****40% PRESET Stage Wash - FOC****STAGING****Venue to provide & set Stage as required in room****VISION [steaming via MS Teams] - Monday AM only****1x ENCORE Laptop w' Clients own Teams Account utilised**

- 1 Computer Laptop Win10 Pro i7 16GB Dell Mobile Precision 7530 Office 2019x64
- 1 Camera Pan Tilt Zoom (PTZ) Logitech PTZ Pro2 Silver
- 1 Microphone Stand Straight Round Base
- 1 Internet Access Per Day Encore Adelaide



s47



Labor

Qty	Item Description	Task	Start	End	Reg.Time
PPT / Content LOAD					
1	AV Technician*	Pre-Production	03-09-2024 12:00	03-09-2024 12:00	2.00
2	AV Technician*	Set Up	03-09-2024 12:00	04-09-2024 06:30	4.00
Ball B+C - Day 1					
FOH Audio OP / Stage / Lx					
1	AV Technician REH / Ready 0630-0800am*	Rehearsal	04-09-2024 06:30	04-09-2024 08:00	1.50
1	AV Technician SHOW OP 0800-1700pm*	Show Op			9.00
1	AV Technician*	Break	04-09-2024 08:00	05-09-2024 17:00	0.50
Vison / Teams OP					
1	AV Technician REH / Ready 0630-0800am*	Rehearsal	04-09-2024 06:30	04-09-2024 08:00	1.00
1	AV Technician SHOW OP 0800-1700pm*	Show Op			9.00
1	AV Technician*	Break	03-09-2024 12:00	05-09-2024 17:30	0.50
Ball B+C - Day 2					
FOH Audio OP / Stage / Lx					
1	AV Technician REH / Ready 0730-1700pm*	Rehearsal	03-09-2024 12:00	03-09-2024 12:00	1.50
1	AV Technician SHOW OP 0830-1700pm*	Show Op			8.00
1	AV Technician*	Break	03-09-2024 12:00	05-09-2024 17:30	0.50
Vision Op					
1	AV Technician REH / Ready 0730-0830am*	Rehearsal	03-09-2024 12:00	03-09-2024 12:00	1.00
1	AV Technician SHOW OP 0830-1700pm*	Show Op			8.00
1	AV Technician*	Break	03-09-2024 12:00	05-09-2024 17:30	0.50

NOTE: as Technician is over 5.5hrs -30min break applies

2	AV Technician*	Strike	05-09-2024 17:00	05-09-2024 20:00	3.00
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Order Notes:

Equipment Total:	\$47
Sales:	
Labor:*	\$47
Misc:	
Freight:	
Service Charges:	\$47
Consumables:	
Discount:	\$47
Tax:	\$47

00000880864 NIAA CDP Forum

Sub-Order Total: \$12,946.23

Your Budget

Equipment	\$47
Technical Services	
Service Charge	
Consumable	
Total (exl GST)	
GST	
Total Amount	

This Order total includes a discount of \$47
 * Listed items marked with * are Non-Discountable

Billing and Additional Charges

All our charges will be included in the Master Bill from the Venue and are payable to the Venue in accordance with its General Terms. Please note that costs for any additional services requested by you will be added to the Master Bill.

Encore's Terms and Conditions

Please refer to Encore's standard Terms and Conditions (<https://www.encore-anzpac.com/terms-and-conditions>). If you have any queries, please contact your Account Manager for details. Please sign below to confirm acceptance of Encore's Terms and Conditions.

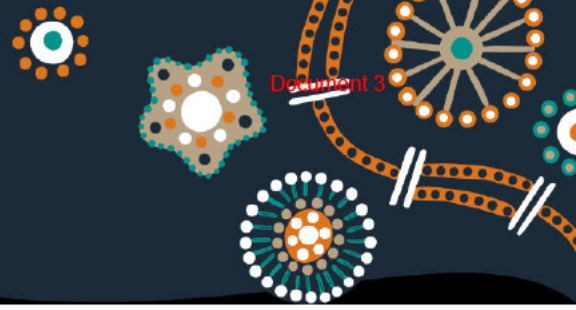
Acceptance

I accept this Proposal which I have checked and confirm to be correct, and request that the Venue and its service provider Encore Event Technologies provide the services referred to in the Proposal subject to the General Terms and Encore's Terms and Conditions.

Signed for the Customer by its duly authorised representative.

Name	.s22(1)
Date	22 August 2024
Signature	s22(1)
Position/Authority	. Acting Director, CDP Branch
Company	National Indigenous Australians Agency
Order #	00000880864 Version 7
Order Value	\$12,946.23

This Quote is valid for 5 days from 20-08-2024 09:26



Value for Money Assessment

Hilton Adelaide, CDP Provider Forum

This proposal is used to support the approval of **Departmental funding** commitment of relevant money for goods or services under the PGPA Act and is to be attached to the Finance One Procure to Pay (P2P) contract record prior to submitting it to the Delegate in P2P for approval.

Background

Describe:

- CDP Policy and Engagement are procuring a venue for the 2024 CDP Provider Forum.
- Procurement of the Hilton Adelaide as the venue for the 2024 CDP Provider Forum.
- This includes conference facilities, catering services, and audio-visual equipment.
- This forum is designed as an opportunity for CDP Providers, peak bodies, the NIAA, and other government departments to come together to discuss CDP.
- This procurement assists in the government’s key priority to replace CDP with real jobs, proper wages, and decent conditions.
- The Provider Forum is a routine commitment to Providers held annually and a part of ongoing CDP Strengthening Provider Capability work. The forum is an opportunity to strengthen provider capability by giving providers the chance to network and share knowledge, learn about NIAA and Government changes and current priorities to improve CDP service delivery and provider capacity.

Contract Term

Contract Term	Date
Initial start date:	3 September 2024
Initial end date:	5 September 2024
Extension option:	N/A

Contract Value

The Delegate will be approving the **initial contract value** in accordance with Section 23.3 of the PGPA Act.

A separate approval is required for each extension option/variation that is undertaken and when value for money is reassessed.

The initial value of this procurement is \$34,800 (GST inclusive).

Financial year	Current - GL	Next financial year 1*	Next financial year 2*	Other

OFFICIAL



Proposed expenditure	\$47,746.23	N/A	N/A	N/A
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* FY values for each financial year are to be entered into separate line items in the 'Contract Schedule' section when entering the contract into Procure to Pay.

Funding Source	Cost Centre	Natural Account	Project Code
Departmental	07P	12471	

➔ Visit the [Corporate Services Finance page](#) - under the **Managing Accounts** heading click on 'Chart of Accounts' and 'Cost centre listing' to obtain cost centre, natural account, and project codes. Confirm the codes are correct through your [Departmental Finance Business Partner](#).

Estimated whole-of-life value

Taking into consideration whole-of-life costs (extension options, additional features (within the original scope), maintenance etc.) the total whole-of-life value of the procurement is estimated at \$34,800 (GST Inclusive).

! The Delegate is not approving this amount. This gives the Delegate an indication of the whole-of-life cost. A separate approval is required for each extension option/variation that is undertaken and when value for money is reassessed.

Indigenous Procurement Policy

It is a requirement under the Indigenous Procurement Policy Mandatory Set-Aside (IPP MSA) that Departments look first to Indigenous business for all procurements:

- Delivered in Remote Areas regardless of value (check the [RIPP Map](#)); and/or
- With an estimated whole-of-life cost between \$80,000 and \$200,000 (GST inclusive).

Note: whole-of-life cost = the initial value and any extension option/s.

If the Indigenous business can deliver the goods or services on a value for money basis you must give the work to the Indigenous business.

Application of the Indigenous Procurement Policy
<input type="checkbox"/> This procurement is within the IPP MSA; therefore the IPP does apply to this procurement. The following action was taken to comply: enter details.
<input checked="" type="checkbox"/> This procurement is not within the IPP MSA; therefore the IPP does not apply to this procurement.
<input type="checkbox"/> A mandatory panel arrangement or Whole of Australian Government arrangement is being used; therefore the IPP does not apply to this procurement.

Consultancy Services

Non-Corporate Commonwealth Entities (NCCEs) are required to identify on AusTender whether contracts are for the procurement of consultancy services. Guidance to assist in distinguishing between a consultancy and a non-consultancy contract is provided under Appendices 2-4 of [Resource Management Guide 423](#) – Procurement Publishing and Reporting Obligations.

- The [Management Advisory Services \(MAS\)](#) panel is **mandatory** for NCCEs when procuring consultancy services.
- Refer to [NIAA Financial Delegations – Note 2](#) (page 15) for further COO and/or CEO approval process regarding Consultancies.

In accordance with the [Department of Finance consultancy definition](#) and [RMG423](#), the proposed arrangement is:

The services involve the development of an intellectual output that assists with agency decision making.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The intellectual output will reflect the independent views of the service provider.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The intellectual output is the sole or majority element of the contract in terms of relative value and importance.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If you answered **NO** to **ANY** of the above go to PART A.
 If you answered **YES** to **ALL** of the above go to PART B.

PART A – Not a consultancy

Select one of the following:

- Purchase of goods.
- Services are performed under supervision of the entity. The entity specifies how the work is to be undertaken and has control over the final form of any resulting output.
- Professional or expert services delivered without a high level of supervision and direction from the entity, however, the output produced will not necessarily represent the independent views of the service provider – i.e. the entity controls the form of the output.
- Services performed are the day-to-day duties of the entity. The skills required to perform the services would normally be maintained within the entity.
- The independent intellectual output is not the sole majority element of the contract in terms of relative value or importance.

PART B – Is a consultancy

Select one of the following:

- This consultancy **will be** procured from the mandatory MAS panel.
 - This consultancy is **in scope** of the MAS panel but **will not be procured** from the MAS panel.
 ! This is a non-compliance with section 4.12 of the Commonwealth Procurement Rules. Provide an explanation as to why the MAS panel will not be used: **enter explanation.**
 - This consultancy **is not within** the scope of the MAS panel – select reason why:
 - Services available under other WoAG arrangements such as legal services.
 - Services that are unique to information and communication technology, and property consultancy services.
 - Environmental management and assessments.
 - The engagement of an ‘eminent person’ or prominent individual appointed by an Agency to provide particular services.
 - Specialist consultancy services that are unique to Agencies that are not provided through the Service Categories.
- Supporting Justification (if required):

Consultancy Reason (select one reason only):

- Need for independent research or assessment.
- Need for specialised or professional skills.
- Skills currently unavailable within the agency.

Recruitment and labour hire services

Recruitment or labour hire services **must** be procured from the whole of government People Panel. For more information visit the [People Panel website](#).

Not Applicable

Or complete the table below:

PART A - The services are in scope of The People Panel
<input type="checkbox"/> This recruitment, search or labour hire services were procured from The People Panel.
<input type="checkbox"/> This services are in scope of one of the following, but were not procured from The People panel: <u>Phase 1: Recruitment and Search Services</u> (SON3897769); or <u>Phase 2: Labour hire services</u> (SON3965020), <p>! This is a non-compliance with section 4.12 of the Commonwealth Procurement Rules. Provide an explanation as to how the non-compliance occurred:</p>
PART B - The services are not in scope of The People Panel
<input type="checkbox"/> Services available under other WoAG arrangements such as consultancy services, legal services and property services.
<input type="checkbox"/> Procurement of services other than recruitment of APS personnel required by a Commonwealth entity for ongoing or non-ongoing positions; search activities relating to board positions; or Labour hire.
<input type="checkbox"/> Provision of labour hire workers for roles listed as out of scope in the Job Mapping Matrix. Note: ICT contractor services are out of scope.
<input type="checkbox"/> Global search services
<input type="checkbox"/> Delivery of training
<input type="checkbox"/> The engagement of an eminent person, a prominent individual appointed by an Entity to provide particular services.

Procurement method

Open Tender

- Request for Tender via AusTender
- Standing Offer Panel: enter panel SON and name.

Limited Tender

Involves approaching one or more potential suppliers to make submissions when the process is not subject to the requirements for an Open tender or panel arrangement.

- Valued under \$80,000 (GST inclusive)
- Valued at or above \$80,000 (Including GST) and meets a Condition for Limited Tender under paragraph [10.3](#) of the CPRs, or an exemption from Division 2 under [Appendix A](#) of the CPRs.

How was value for money achieved?

The information provided in this section of the assessment must be sufficient to demonstrate to the delegate that the proposed arrangement represents the proper use of the relevant money (i.e. the efficient, effective, economical and ethical) and must be commensurate with the scale and scope of the proposal:

	Detail
How did you approach the market? <i>I.e. Open Tender, Limited Tender.</i>	Limited tender
How many suppliers, who did you approach, what is their country of tax residency and why were these providers chosen? <i>Note - for all procurement activities \$200,000 (GST inclusive) or more potential suppliers are required to provide their country of tax residency in their quote.</i>	A total of 5 suppliers were approached from a wide range of locations. In the market research, four of the five suppliers were found not suitable or available on the required dates, or were not located in a suitable location.
Who is the preferred Supplier name and ABN?	Hilton Adelaide – 233 Victoria Square Hotel Pty Ltd 28 062 312 743
Outline the key strengths in the preferred supplier's submission that demonstrated their capacity to deliver the services.	Based on market research, Hilton Adelaide was the most suitable venue for the 2024 CDP Provider Forum. Lessons learned and Stakeholder feedback from the 2022 and 2023 Provider Forums indicated that the venue needed a large capacity, and the Hilton meets accessibility requirements and date availability. The cost per person includes refreshments, morning and afternoon tea, lunch, water, and inclusive of AV equipment and expertise for the event.
How have you determined that the proposed cost is commensurate with the services e.g. fees are consistent with established market rates OR bids were received through a competitive market process?	The overall cost of the venue is \$34,800 an overall decrease of \$5,880 from the overall cost of the venue in 2023. Similarly, this venue was chosen due to its proximity to available transport, and its suitability in venue size. AV quote is comparable to amount used in 2023 CDP provider forum with the exception of additional break out rooms. Quote also supplies 2 AV technicians opposed to the one supplied in 2023. An extensive discount has also been provided for use of the AV within the venue supplied provider.
What will be the overall benefit to the business area and the department when the goods or services are delivered?	The Provider Forum is a routine commitment to Providers held annually and a part of ongoing CDP Strengthening Provider Capability work. The forum is an opportunity to strengthen provider capability by giving providers the chance to network and share knowledge, learn about NIAA and Government changes and current priorities to improve CDP service delivery and provider capacity.

Risk rating

A risk assessment must be completed for all procurements, regardless of value or method of payment.

The highest level of risk rating arising from any treated risk associated with this procurement has been assessed as: Low

Probity obligations

Probity is the evidence of ethical behaviour, and can be defined as complete and confirmed integrity, uprightness and honest in a particular process.

All staff involved in the procurement process must make themselves aware of their probity obligations, including:

- proper use and management of public resources
- not making improper use of your position
- avoid placing yourself in a position where there is the potential for claims of bias
- treating all tenderers equitably
- managing conflicts of interest appropriately
- treating confidential information appropriately during and after a procurement process
- retaining appropriate records.

Probity obligations
<input checked="" type="checkbox"/> I have read the information on the probity in procurement webpage and acknowledge the probity obligations.

Other Requirements

Requirement	Yes / No / Not applicable	If Yes, provide details:
Does the procurement involve a contingent liability?	Yes	Application Number Contingent Liability Identifier 643 FMCS 3919
Has the contract identified any specific contract or output confidential information?	No	
Is there a need for Supplier’s specified personnel to complete a Deed of Confidentiality?	No	
Have any actual, potential or perceived conflicts of interest been declared by staff or the supplier in relation to this contract?	No	
Will the procurement activity or services provided in the resulting contract involve direct or indirect contact with children or young people? If ‘yes’ – please contact the Procurement team for assistance.	No	

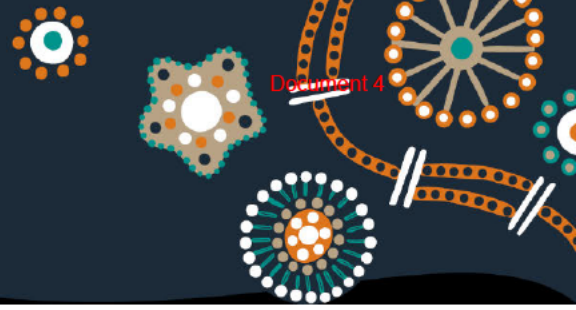
AusTender Information

	Detail
Is this contract to be reported on AusTender? Refer to Resource Management Guide (RMG) 423 – Part 3: Contract and Reporting for reporting obligations.	Yes

If no – provide additional information	enter the reasoning why the arrangement will not be reported on AusTender
If yes – provide AusTender UNSPSC Commonly used examples: - 80100000 (Management Advisory Services) - 80101504 (Strategic Planning Consultation Services) - 80101505 (Corporate Objectives or Policy Development) - 80111600 (Temporary Personnel Services) - 86000000 (Education and Training Services)	90110000
If yes – provide AusTender Description	CDP Provider Forum 2024
Number of extension options <i>(If a contract has extension options, the number of options must be reported on AusTender)</i>	
Maximum contract end date <i>(Where a contract has extension options the maximum date if all extension options are executed must be reported on AusTender)</i>	
Number of invited suppliers <i>(Where a contract was procured via limited tender, or standing offer arrangement the number of suppliers approached must be reported on AusTender)</i>	

Next steps

- If the contract value is under \$10,000 (GST inclusive) follow the process in [Procurement less than \\$10,000](#).
- If the contract value is \$10,000 (GST inclusive) or more:
 - [Create a Detailed Contract \(NCD\)](#) from the approved Requisition (NRD) in P2P and submit for Approval for Commitment of Relevant Money from an appropriate [delegate](#).
 - Execute a Contract with the preferred Supplier.
- Your contract will be published on AusTender by the Procurement team (if over \$10,000 GST inclusive and *not exempt from reporting*).



Value for Money Assessment

CDP Provider Forum 2024 - AV

This proposal is used to support the approval of **Departmental funding** commitment of relevant money for goods or services under the PGPA Act and is to be attached to the Finance One Procure to Pay (P2P) contract record prior to submitting it to the Delegate in P2P for approval.

Background

Describe:

- CDP Policy and Engagement team are procuring the services of AV Equipment and Technician for use at the CDP Provider National Forum 2024.
- CDP Provider forum contributes to the delivery and improvement for remote employment opportunities and programs within remote communities. Provider forum is an annual event and routine commitment to providers as part of the provider capability framework.
- The forum is an opportunity to strengthen provider capability by giving providers the chance to network and share knowledge, learn about NIAA and Government changes and current priorities to improve CDP service delivery and provider capacity.
- AV Company works directly and preferred supplier with the venue to provide services for all conference and events.

Insert detail.

Contract Term

Contract Term	Date
Initial start date:	04 th September 2024
Initial end date:	05 th September 2024
Extension option:	N/A

Contract Value

The Delegate will be approving the **initial contract value** in accordance with Section 23.3 of the PGPA Act.

A separate approval is required for each extension option/variation that is undertaken and when value for money is reassessed.

The initial value of this procurement is \$12946.23 (GST inclusive).

Financial year	Current - GL	Next financial year 1*	Next financial year 2*	Other
Proposed expenditure	\$12,946.23	\$12,946.23	\$0	\$0



* FY values for each financial year are to be entered into separate line items in the 'Contract Schedule' section when entering the contract into Procure to Pay.

Funding Source	Cost Centre	Natural Account	Project Code
Departmental	07P	12472	N/A

➔ Visit the [Corporate Services Finance page](#) - under the **Managing Accounts** heading click on 'Chart of Accounts' and 'Cost centre listing' to obtain cost centre, natural account, and project codes. Confirm the codes are correct through your [Departmental Finance Business Partner](#).

Estimated whole-of-life value

Taking into consideration whole-of-life costs (extension options, additional features (within the original scope), maintenance etc.) the total whole-of-life value of the procurement is estimated at \$**enter amount** (GST Inclusive).

! The Delegate is not approving this amount. This gives the Delegate an indication of the whole-of-life cost. A separate approval is required for each extension option/variation that is undertaken and when value for money is reassessed.

Indigenous Procurement Policy

It is a requirement under the Indigenous Procurement Policy Mandatory Set-Aside (IPP MSA) that Departments look first to Indigenous business for all procurements:

- Delivered in Remote Areas regardless of value (check the [RIPP Map](#)); and/or
- With an estimated whole-of-life cost between \$80,000 and \$200,000 (GST inclusive).

Note: whole-of-life cost = the initial value and any extension option/s.

If the Indigenous business can deliver the goods or services on a value for money basis you must give the work to the Indigenous business.

Application of the Indigenous Procurement Policy
<input type="checkbox"/> This procurement is within the IPP MSA; therefore the IPP does apply to this procurement. The following action was taken to comply: enter details .
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- The [Management Advisory Services \(MAS\)](#) panel is **mandatory** for NCCes when procuring consultancy services.
- Refer to [NIAA Financial Delegations – Note 2](#) (page 15) for further COO and/or CEO approval process regarding Consultancies.



In accordance with the [Department of Finance consultancy definition](#) and [RMG423](#), the proposed arrangement is:

The services involve the development of an intellectual output that assists with agency decision making.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The intellectual output will reflect the independent views of the service provider.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The intellectual output is the sole or majority element of the contract in terms of relative value and importance.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If you answered **NO** to **ANY** of the above go to PART A.
 If you answered **YES** to **ALL** of the above go to PART B.

PART A – Not a consultancy

Select one of the following:

- Purchase of goods.
- Services are performed under supervision of the entity. The entity specifies how the work is to be undertaken and has control over the final form of any resulting output.
- Professional or expert services delivered without a high level of supervision and direction from the entity, however, the output produced will not necessarily represent the independent views of the service provider – i.e. the entity controls the form of the output.
- Services performed are the day-to-day duties of the entity. The skills required to perform the services would normally be maintained within the entity.
- The independent intellectual output is not the sole majority element of the contract in terms of relative value or importance.

PART B – Is a consultancy

Select one of the following:

- This consultancy **will be** procured from the mandatory MAS panel.
- This consultancy is **in scope** of the MAS panel but **will not be procured** from the MAS panel.
 ! This is a non-compliance with section 4.12 of the Commonwealth Procurement Rules. Provide an explanation as to why the MAS panel will not be used: **enter explanation.**
- This consultancy **is not within** the scope of the MAS panel – select reason why:
 - Services available under other WoAG arrangements such as legal services.
 - Services that are unique to information and communication technology, and property consultancy services.
 - Environmental management and assessments.
 - The engagement of an ‘eminent person’ or prominent individual appointed by an Agency to provide particular services.
 - Specialist consultancy services that are unique to Agencies that are not provided through the Service Categories.
 Supporting Justification (if required):

Consultancy Reason (select one reason only):

- Need for independent research or assessment.
- Need for specialised or professional skills.
- Skills currently unavailable within the agency.

Recruitment and labour hire services

Recruitment or labour hire services **must** be procured from the whole of government People Panel. For more information visit the [People Panel website](#).

Not Applicable

Or complete the table below:

PART A - The services are in scope of The People Panel
<input type="checkbox"/> This recruitment, search or labour hire services were procured from The People Panel.
<input type="checkbox"/> This services are in scope of one of the following, but were not procured from The People panel: <u>Phase 1: Recruitment and Search Services</u> (SON3897769); or <u>Phase 2: Labour hire services</u> (SON3965020), <p>! This is a non-compliance with section 4.12 of the Commonwealth Procurement Rules. Provide an explanation as to how the non-compliance occurred:</p>
PART B - The services are not in scope of The People Panel
<input type="checkbox"/> Services available under other WoAG arrangements such as consultancy services, legal services and property services.
<input type="checkbox"/> Procurement of services other than recruitment of APS personnel required by a Commonwealth entity for ongoing or non-ongoing positions; search activities relating to board positions; or Labour hire.
<input type="checkbox"/> Provision of labour hire workers for roles listed as out of scope in the Job Mapping Matrix. Note: ICT contractor services are out of scope.
<input type="checkbox"/> Global search services
<input type="checkbox"/> Delivery of training
<input type="checkbox"/> The engagement of an eminent person, a prominent individual appointed by an Entity to provide particular services.

Procurement method

Open Tender

- Request for Tender via AusTender
- Standing Offer Panel: enter panel SON and name.

Limited Tender

Involves approaching one or more potential suppliers to make submissions when the process is not subject to the requirements for an Open tender or panel arrangement.

Valued under \$80,000 (GST inclusive)

Valued at or above \$80,000 (Including GST) and meets a Condition for Limited Tender under paragraph [10.3](#) of the CPRs, or an exemption from Division 2 under [Appendix A](#) of the CPRs. **Enter the limited tender condition or exemption and supporting justification.**



How was value for money achieved?

The information provided in this section of the assessment must be sufficient to demonstrate to the delegate that the proposed arrangement represents the proper use of the relevant money (i.e. the efficient, effective, economical and ethical) and must be commensurate with the scale and scope of the proposal:

	Detail
How did you approach the market? <i>I.e. Open Tender, Limited Tender.</i>	Limited Tender
How many suppliers, who did you approach, what is their country of tax residency and why were these providers chosen? <i>Note - for all procurement activities \$200,000 (GST inclusive) or more potential suppliers are required to provide their country of tax residency in their quote.</i>	Company approached as the preferred and recommended supplier of the venue with proven record of accomplishment of performing all duties for a function.
Who is the preferred Supplier name and ABN?	Encore Event Technologies Pty Limited ABN: 46 006 668 702
Outline the key strengths in the preferred supplier's submission that demonstrated their capacity to deliver the services.	Proven record of accomplishment with venue for past and future events. Knowledge of venue and requirements within the function rooms
How have you determined that the proposed cost is commensurate with the services e.g. fees are consistent with established market rates OR bids were received through a competitive market process?	Quote to comparable to the AV used at the 2023 CDP Provider Forum
What will be the overall benefit to the business area and the department when the goods or services are delivered?	The forum will be able to function with technical staff on site who have the capacity to adjust and fix any IT queries. Allowable opportunities for TEAMS streaming to NIAA National office

Risk rating

A risk assessment must be completed for all procurements, regardless of value or method of payment.

The highest level of risk rating arising from any treated risk associated with this procurement has been assessed as: **Low, Medium, High or Extreme.**

Probity obligations

Probity is the evidence of ethical behaviour, and can be defined as complete and confirmed integrity, uprightness and honest in a particular process.

All staff involved in the procurement process must make themselves aware of their probity obligations, including:

- proper use and management of public resources
- not making improper use of your position
- avoid placing yourself in a position where there is the potential for claims of bias
- treating all tenderers equitably
- managing conflicts of interest appropriately
- treating confidential information appropriately during and after a procurement process

- retaining appropriate records.

Probity obligations

I have read the information on the [probity in procurement](#) webpage and acknowledge the probity obligations.

Other Requirements

Requirement	Yes / No / Not applicable	If Yes, provide details:
Does the procurement involve a contingent liability?	YES	642
Has the contract identified any specific contract or output confidential information?	N/A	Details of reasons for agreeing to keep the information confidential.
Is there a need for Supplier’s specified personnel to complete a Deed of Confidentiality?	N/A	
Have any actual, potential or perceived ¹ conflicts of interest been declared by staff or the supplier in relation to this contract?	N/A	Details of whether any action is required to manage the conflict prior to entering into the contract.
Will the procurement activity or services provided in the resulting contract involve direct or indirect contact with children or young people? If ‘yes’ – please contact the Procurement team for assistance.	N/A	If ‘yes’ particular clauses are to be included in the approach to market documentation and resulting contract to comply with the Commonwealth Child Safe Framework .

AusTender Information

	Detail
Is this contract to be reported on AusTender? Refer to Resource Management Guide (RMG) 423 – Part 3: Contract and Reporting for reporting obligations.	Yes
If no – provide additional information	enter the reasoning why the arrangement will not be reported on AusTender
If yes – provide AusTender UNSPSC Commonly used examples: - 80100000 (Management Advisory Services) - 80101504 (Strategic Planning Consultation Services)	90110000 – venue Hire

¹ **Actual:** a situation which occurs when a person’s private interests conflict with their public duties.

Potential: a situation in which a personal interest could, in the future, lead to a conflict of interest.

Perceived: a situation that could appear to a third party to present a conflict of interest, even if the actual conflict has not yet, or cannot, be established.

<ul style="list-style-type: none"> - 80101505 (Corporate Objectives or Policy Development) - 80111600 (Temporary Personnel Services) - 86000000 (Education and Training Services) 	
<p>If yes – provide AusTender Description</p>	<p>Hire of venue or meeting rooms for conferences, meetings, seminars, workshops etc including AV Equipment</p>
<p>Number of extension options</p> <p><i>(If a contract has extension options, the number of options must be reported on AusTender)</i></p>	<p>N/A</p>
<p>Maximum contract end date</p> <p><i>(Where a contract has extension options the maximum date if all extension options are executed must be reported on AusTender)</i></p>	<p>N/A</p>
<p>Number of invited suppliers</p> <p><i>(Where a contract was procured via limited tender, or standing offer arrangement the number of suppliers approached must be reported on AusTender)</i></p>	<p>N/A</p>

Next steps

- If the contract value is under \$10,000 (GST inclusive) follow the process in [Procurement less than \\$10,000](#).
- If the contract value is \$10,000 (GST inclusive) or more:
 - [Create a Detailed Contract \(NCD\)](#) from the approved Requisition (NRD) in P2P and submit for Approval for Commitment of Relevant Money from an appropriate [delegate](#).
 - Execute a Contract with the preferred Supplier.
- Your contract will be published on AusTender by the Procurement team (if over \$10,000 GST inclusive and *not exempt from reporting*).





EXPRESS AGREEMENT

Hilton Adelaide

Client Name: National Indigenous Australian's Agency ("Client" or "you" or "your")		Hotel Owner Name: [233 Victoria Square Hotel Pty Ltd], currently trading as Hotel Name: Hilton Adelaide (collectively, "Hotel" or "we" or "our" or "us")	
Client Mailing Address:	Charles Perkins House Wooden ACT 2808	Hotel Address:	233 Victoria Square Adelaide, SA 5000
Client Contact Name:	s22(1)	Hotel Contact Name:	s47F
Title:		Title:	Conference & Events Sales Manager
E-mail address:	s22(1)@niaa.gov.au	E-mail address:	s47F@hilton.com
Phone:		Phone:	
Name of "Event":	NIAA CDP Forum	Event Dates:	September 04, 2024 - September 05, 2024

Please review the Event Details outlined below to ensure that this accurately reflects your requirements under this "Express Agreement."

Schedule of Events and Function Space Charges:

Date	Time	Event Class	Room	Setup	AGR	Room Rental
Wednesday 4 th September 2024	7:30 AM - 8:00 AM	Setup	Ballroom BC	Cabaret ~ Catering Served outside the room	200	s47
	8:00 AM - 8:30 AM	Package Break	Ball Gallery			
	8:30 AM - 5:00 PM	Breakout/Syndicate	Ballroom A			
	8:00 AM - 5:00 PM	Package Meeting	Ballroom BC			
	10:00 AM - 10:30 AM	Package Break AM	Served in Gallery			
	12:30 PM - 1:30 PM	Package Lunch				
	3:00 PM - 3:30 PM	Package Break PM				
	5:00 PM - 5:30 PM	Teardown	Ballroom BC			
Thursday 5 th September 2024	7:30 AM - 8:30 AM	Setup	Ballroom BC	Cabaret	200	s47
	8:00 AM - 8:30 AM	Package Break	Ball Gallery	Coffee Station		
	8:00 AM - 5:00 PM	Package Meeting	Ballroom BC	Cabaret		
	8:30 AM - 5:30 PM	Breakout/Syndicate	Ballroom A	Cabaret		
	10:00 AM - 10:30 AM	Package Break AM	Served in Gallery	Coffee Station		
	12:30 PM - 1:30 PM	Package Lunch		Buffet - Standing		
	3:00 PM - 3:30 PM	Package Break PM		Coffee Station		
	5:00 PM - 5:30 PM	Teardown	Ballroom BC	-		

Delegate Package	Description
Full Day Delegate Package \$82.00pp (Hot Lunch)	Full room hire on main plenary room Freshly brewed coffee and tea upon arrival Morning break & afternoon break including freshly brewed coffee and tea Standing buffet lunch with a Chef's selection of 2 hot dishes, chef's selection of 2 salads, seasonal fruit platter, soft drinks, freshly brewed coffee and a selection of teas. Water, mints, Pads and pens, 1 Flip chart or 1 white board Lectern & microphone in main plenary room (when using Encore as an AV provider)
Menu Details: *Subject to change with supplier availability or client requests*	Clients' Choice of 2 x Items for Morning Tea x 2 days Wednesday Lunch: Salads: Caesar salad / Bacon / Egg / Parmesan / Cos lettuce / Croutons / Caesar dressing GF NF & Rocket salad / Pickled Beetroot / Feta / Spiced Peppitas / Balsamic dressing GF VE NF Hot Protein: Butter Chicken / Pappadum / Cucumber Raita, Saffron Rice / Raisins / Lemon / Fried Onions -- VE GF NF Plant Based: Vegan lasagne / seasonal vegetables / vegan béchamel / vegan cheese GF DF VE Thursday Lunch: Salads: Super Grain salad: Quinoa / Shredded Carrot / Mix Lettuce / Tomatoes / Broccoli / Japanese dressing GF VE & Cos salad: Cucumber / Green Peas / Fried Halloumi / Celery / Radicchio / Dill Dressing V GF Hot Protein: Chef's Selection of slow roasted lamb or beef dish, Herb roasted Baby Potatoes VE NF DF GF Plant Based: Creamy Vegan Pasta / Seasonal vegetables / White Miso / Fried Kale / Vegan Cheese VE NF Clients' Choice of 2 x Items for Afternoon Tea x 2 days

ALL RATES ARE QUOTED IN AUD.

All rates are quoted inclusive of applicable national and local taxes.

Summary of Total Minimum Spend for this Event	
Delegate Package Costs	
Full Day Delegate Package @ \$47 per person x 200 guests x 2 days	\$47
Total Anticipated Room Rental Cost	
Ballroom BC Ballroom A x 2 days	Included in Package \$47
Audiovisual Equipment through Encore	Contracted through Encore
Total Minimum Spend, including national and local taxes	\$34,800.00 + Encore AV

Adjacent Construction: Hotel has advised Client of the reconstruction of the adjacent Adelaide Central Market (Arcade), which Hotel understands is scheduled to take place over the Event Dates. Client is aware that such construction activity may disrupt or interfere with the use of the Client's contracted meeting/function space or result in a material deterioration in the quality of service to be provided by Hotel to Client under this agreement, and agrees that this is beyond the control of the Hotel and will not constitute grounds for termination of this agreement nor a reduction in the contracted Hotel charges.

Event Planner Program: S22(1) "Event Planner" is eligible to earn 2 Hilton Honors Points for a qualifying event. The Event Planner's Hilton Honors Account Number is For this Event, Event Planner is eligible to earn two Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will include all bedroom revenue (regardless whether the rooms are paid by individuals or billed to the Master Account), all meeting room rental catered food and beverage revenue, delegate package revenue up to a maximum of \$100,000 of eligible revenue.

Confirmation of Event Details: The Function Details listed on the first page of this Express Agreement indicates the space that is tentatively being held for you. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. Please contact the Hotel at least 30 days before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service. Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Express Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

Guarantee of Final Numbers: At least 7 business days before your Event, you must inform us of the exact number of people who will attend your Event by contacting your designated Event Manager by phone. Any meeting rooms and/or F&B added after the date of signing will automatically be subject to this Express Agreement's terms and conditions, including, but not limited to, full cancellation and performance fees policies. The services, products, fees, etc., as noted in this Express Agreement and the Event Orders (if any) will be provided at the time of your Event and you will be charged based on the Event guarantee that you give us or the number of people indicated at the time you signed the Express Agreement, whichever is greater. We will not undertake to serve more than 3% above this guaranteed minimum.

Performance Fees: If the Event is held, but the Hotel does not realize the Total Anticipated Revenue from your Event, you agree to pay the Hotel an amount equal to 100% of the charges (including labor, gratuities, and service charges, rentals and applicable taxes) for the final guarantee or contracted number of guests, whichever is higher.

<u>Days before Arrival Date</u>	<u>Reduction in Numbers Allowed Without Performance Fees</u>
From date of signing up to 60 days in advance of Event	Up to 100% of original Total Anticipated Revenue for the Event

If Client does not exercise the option to reduce pre-booked bedroom accommodation, pre-booked delegate requirements, and pre-booked room hire and/or pre-booked F&B as described above, then the option is waived. If Client cancels the Event entirely after taking the reduction, cancellation fees will be calculated using the original minimum commitments. Any bedrooms, delegate packages, meeting rooms and/or F&B added after Express Agreement signing will automatically be subject to this Express Agreement's terms and conditions, including, but not limited to, full cancellation and performance fees/reduction in numbers policies. All adjustments in Room Block will result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by Hotel. If the Event is held, Client will owe Hotel performance fees if Hotel does not realize at least 100% of each minimum revenue guarantee listed in the summary table above, plus applicable national and local taxes; provided, however, that if Client properly reduced Client's pre-booked commitments in accordance with this clause, each applicable minimum revenue guarantee listed in the summary table above shall be reduced in a corresponding manner.

Payment Terms: We require you to provide a deposit of \$ by credit card, cash, company check or wire transfer. Such deposit is fully refundable up to 30 calendar days in advance of Arrival Date, after which the entire deposit is non-refundable. At the time of contracting, you must provide us with a valid credit card (unless you have established sufficient credit facilities with Hilton or Hotel). Currently, Hilton accepts American Express. All charges or amounts owed by you will be charged to the credit card supplied at the time of contracting unless you make acceptable alternative payment arrangements (cash, cheque, or other credit card(s)) directly with us prior to the time that the amount becomes due. The credit card will only be charged in the following instances: 1) all estimated Event charges will be charged 48 hours before the start of your Event; 2) for any additional charges you incur during your Event; and 3) if full cancellation fees are assessed. If you have established sufficient credit facilities with us or Hilton, payment of all Event charges will be due within 7 days after receipt of the final bill. Accounts 30 days past due will be considered delinquent and may be charged interest at a rate of 4% above the Barclays base rate (or any local base rate equivalent) per month or the maximum rate allowable under applicable law or regulation (whichever is lower). If charges are disputed in good faith, then you agree to pay us all undisputed amounts within 30 days of invoice date.

Your Event must not be connected with, or be a part of, any larger conference or meeting being held or booked at the Hotel over the Event Dates.

Full Cancellation: You may cancel this Express Agreement only upon giving written notice to us. No cancellation fees will be owed for cancellation between date of signing and 60 days in advance of the Event. Due to products and services that must be purchased and scheduled in advance, cancellation notices received 60 days or less in advance of the Event will incur a full cancellation fee equal to 100% of the charges (including labor, gratuities, and service charges, rentals and applicable taxes) for the final guarantee or contracted number of guests, as products and services must be purchased and scheduled in advance, whichever is higher.

Impossibility: Neither party shall be responsible for failure to perform this Express Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation, including, but not limited to, government regulations prohibiting travel to the city in which the Hotel is located over the Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control that specifically advises travelers to avoid all non-essential travel to the city in which the Hotel is located and which travel advisory is in effect over the Event dates; terrorist attacks in the city in which Hotel

is located; or declared war in the country in which the Hotel is located) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Express Agreement without liability upon providing written notice to the other party within 72 hours (3) days of the occurrence.

Additional Terms And Conditions: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Express Agreement as outlined above, this Express Agreement is also comprised of all the general terms and conditions set forth in the Express Agreement – Additional Terms and Conditions located on the following web site: <http://hiltondistribution.com/expressagrtcs-english/addterms.htm>.

Please sign and return this Express Agreement to us by July 24, 2024. We may release your tentatively reserved bedrooms and/or facilities, or review our rates, if we do not receive your signed Express Agreement by the applicable due date. No cancellation fee shall apply in such circumstances.

To expedite the processing of this short term booking commitment, we only require your signature below. Once we receive this Express Agreement signed by you, this Express Agreement will become a binding commitment on both parties; *provided, however*, that if this Express Agreement is returned signed by you but you have made any handwritten or typed changes to the document, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion.

By signing below, you agree and warrant that you are authorised to sign and enter into this Express Agreement on behalf of the Client, and if you are required to provide a credit card at time of contracting, you further authorize the Hotel to charge that initial credit card for the amounts indicated in this Express Agreement.

Client:

By: **s22(1)** Title: Acting Director
Name: **s22(1)** Date: 17/7/24

The undersigned agrees and warrants that he/she is authorized to sign and enter into this Express Agreement on behalf of the Hotel.

233 Victoria Square Hotel Pty Ltd currently trading as Hilton Adelaide

By: **s47F** Title: Conference & Event Sales Manager
Name: **s47F** Date: 18/7/2024

s22(1)

National Indigenous Australian's Agency
Charles Perkins House
Wooden ACT 2606

P: s22(1)
E: s22(1)@niaa.gov.au

SECURITY DEPOSIT TAX INVOICE # 241844012

Name of Booking - NIAA CDP Forum
Date of Booking - 4th & 5th September 2024
Deposit Amount Due - \$6,960.00 (20% of contracted minimum spend)
Due Date - 24 July 2024

Due Date: The Hotel reserves the right to release all space held for the Event, should the deposit not be received by the due date.

Security Deposit: This amount paid by you constitutes a Security Deposit under Section 99-5 of the: A New Tax System (Goods and Services Tax) Act 1999. No taxable supply is being made by the Hotel to you at this time.

Deposit Payments: Should you wish to pay the deposit by credit card, please request the special payment link which will have a limited validity, please complete the link details by due date. Credit Card payments incur a merchant service fee of 2% in addition to the total amount payable.

Electronic Funds Transfer (EFT): Please send a copy of the Remittance to our Finance Department along with full details of the name and date of your function:
F 61 8 8237 0732 -
E ADLHI_AR@hilton.com

Hilton Adelaide Payment Details:

s47G

Tax Invoice: A Tax Invoice will be issued in respect of the total consideration paid by you at the conclusion of the function

Final Payments: Unless otherwise contracted or agreed, the organiser or contract signatory is responsible for all monies owed, with the balance of the payment required 3 days prior to the event with cash, credit card, bank cheque, or bank transfer. In the instance where credit facilities have been established with Hilton, within 7 working days after the event. If you require a Credit Application to establish a 7 day account for payment of the final invoice, the Hotel requires 30 days advance notice to make the arrangements for your company.