



# Value for Money Assessment

## Grant Management Unit Recall

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

A national 3 day GMU recall is proposed for 12-14 November 2024. The recall has a number of objectives including staff development, building relationships, skill development and priority setting. The benefits of bringing the whole of the GMU together include the ability to align the team and provide clarity on expectations and direction, to provide skill development in key areas (potentially concurrent masterclasses), provide opportunities for staff to contribute on the implementation the Optimisation of Grants Administration initiatives or the design of programs like RJED. The agenda will be determined by a GMU working group comprising representatives from GMUs throughout Australia.

### Contract Term

Contract Term	Date
Initial start date:	12 November 2024
Initial end date:	12 November 2024
Extension option:	Not Applicable

### 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 **\$18,000** (GST inclusive) for venue hire and catering at **Old Parliament House** for approximately 100 – 130 participants to attend a national recall to be held in Canberra.

Tax Determination 2024/3 for catering of morning tea, lunch and afternoon tea sets a reasonable limit of \$110.10. Old Parliament House daily catering costs per person is \$95 pp which includes a hot lunch is within the ATO limits.

The amount is described in the “How was value for money achieved?”

Financial year	Current - GL	Next financial year 1*	Next financial year 2*	Other
Proposed expenditure	\$18,000	\$0	\$0	\$ enter amount

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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	D27	12361	61Q

➔ 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 \$55,000 (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 <b>is</b> within the IPP MSA; therefore the IPP <b>does</b> apply to this procurement. The following action was taken to comply: <input type="text" value="enter details"/>
<input checked="" type="checkbox"/> This procurement <b>is not</b> within the IPP MSA; therefore the IPP <b>does not</b> apply to this procurement.
<input type="checkbox"/> A mandatory panel arrangement or Whole of Australian Government arrangement is being used; therefore the IPP <b>does not</b> 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 <b>were</b> procured from The People Panel.
<input type="checkbox"/> This services are in scope of one of the following, but were <b>not</b> 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 <b>not</b> 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	
<p>How did you approach the market? <i>I.e. Open Tender, Limited Tender.</i></p>	Limited Tender
<p>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 <a href="#">country of tax residency</a> in their quote.</i></p>	8 venues were contacted in writing in August 2024 when the meeting was first planned for October 2024. Following a date change to November 2024, a significant number of venues (approximately 25) were contacted for their availability for the 12-14 November 2024. Based upon our meeting requirements (participant numbers, breakout rooms and catering) only two venues were deemed suitable.
<p>Who is the preferred Supplier name and ABN?</p>	<ul style="list-style-type: none"> <li>Old Parliament House (Day 1) Venue and Catering– Restaurant Associates</li> <li>Manuka Oval (Days 2 &amp; 3) Venue and Catering – Gema Group</li> </ul>
<p>Outline the key strengths in the preferred supplier’s submission that demonstrated their capacity to deliver the services.</p>	<p>The suppliers were considered against a range of factors such as availability, location, transport requirements, inclusions and venue ambience. OPH and Manuka Oval were the only venues available that met the requirements of the Recall. After considering the previous written quotations that were sought for original proposed dates in October 2024, the quotes appeared reasonable.</p> <p>The quotes from each venue are subject to amendment based upon participant numbers. The Tax Determination 2024/3 limit for catering of morning tea, lunch and afternoon tea is \$110.10. Old Parliament House daily catering cost is \$95 pp and Manuka Oval is \$99 pp which includes a hot lunch and these are within these limits.</p>
<p>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?</p>	<p>During August 2024 a range of quotes were sought for the Recall to be held in October 2024. The per participant rate each day varied amongst the providers between \$85 to \$119, however, some quotations included AV and Room Hire whilst others did not. On the whole, all appeared reasonable, however, availability was very tight and many could not provide their venues for 3 days. The current quotations for November 2024 are within the Reasonable ATO limits. A lower than expected participant rate will be set at 100 participants in each contract, rather than the expected 115 participants. Participant numbers can be increased up until 14 days of the event. In the event we need to add additional participants above 115, an additional amount has been added to the procurement total to cover for any contingencies up to 130 participants. Other contingencies are included within the procurement limits eg need for additional audio visual.</p>

Detail	
What will be the overall benefit to the business area and the department when the goods or services are delivered?	The benefits of bringing the whole of the GMU together include the ability to align the team and provide clarity on expectations and direction, to provide skill development in key areas (potentially concurrent masterclasses), provide opportunities for staff to contribute on the implementation the Optimisation of Grants Administration initiatives or the design of programs like RJED.

## 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 <a href="#">probity in procurement</a> 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	<b>A contingent liability form for the venue has been completed.</b>
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 <sup>1</sup> conflicts of interest been declared by staff or the supplier in relation to this contract?	No	

<sup>1</sup> **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.

<p>Will the procurement activity or services provided in the resulting contract involve direct or indirect contact with children or young people?</p> <p>If 'yes' – please contact the Procurement team for assistance.</p>	<p>No</p>	<p>If 'yes' particular clauses are to be included in the approach to market documentation and resulting contract to comply with the <a href="#">Commonwealth Child Safe Framework</a>.</p>
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## AusTender Information

Detail	
<p>Is this contract to be reported on AusTender?</p> <p>Refer to <a href="#">Resource Management Guide (RMG) 423 – Part 3: Contract and Reporting</a> for reporting obligations.</p>	<p>Yes</p>
<p>If no – provide additional information</p>	<p>NA</p>
<p>If yes – provide AusTender <a href="#">UNSPSC</a></p> <p>Commonly used examples:</p> <ul style="list-style-type: none"> <li>- 80100000 (Management Advisory Services)</li> <li>- 80101504 (Strategic Planning Consultation Services)</li> <li>- 80101505 (Corporate Objectives or Policy Development)</li> <li>- 80111600 (Temporary Personnel Services)</li> <li>- 86000000 (Education and Training Services)</li> </ul>	<p>90110000</p>
<p>If yes – provide <a href="#">AusTender Description</a></p>	<p>Hire of venue or meeting rooms for conferences, meetings, seminars, workshops etc.</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>Nil</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>14 November 2024</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>8</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:

**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.

- 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*).



**OFFICIAL**  
**Restaurant Associates**  
**Old Parliament House Event Quotation**

**41916 - OPH - NIAA Conference**

Start Date: **Tuesday, 12 November 2024**

Start Time: **09:00 (09:00 AM)**

Event Coordinator

End Date: **Tuesday, 12 November 2024**

End Time: **16:30 (04:30 PM)**

\$47F

Attendance: **100**

**Verbally Confirmed**

Event Type: **Conference - Full Day**

**Contacts**

**Contact**

s22(1)  
 National Indigenous Australians Agency

Ph Dir: s22(1)

Ph Mob:

E-Mail: s22(1) @niaa.gov.au

**Venues**

<b>Members' Dining Room 1</b>	Tue 12/11/2024 09:00 AM - Tue 12/11/2024 04:30 PM	<b>Verbally Confirmed</b>	100
<b>Members' Dining Room 2</b>	Tue 12/11/2024 09:00 AM - Tue 12/11/2024 04:30 PM	<b>Verbally Confirmed</b>	100
<b>Members' Dining Room 3</b>	Tue 12/11/2024 09:00 AM - Tue 12/11/2024 04:30 PM	<b>Verbally Confirmed</b>	100
<b>Members' Bar</b>	Tue 12/11/2024 09:00 AM - Tue 12/11/2024 04:30 PM	<b>Verbally Confirmed</b>	100
<b>Secretariat</b>	Tue 12/11/2024 09:00 AM - Tue 12/11/2024 04:30 PM	<b>Verbally Confirmed</b>	100

**Financials**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>AMOUNT</u>	<u>DISCOUNT</u>	<u>EX TAX</u>	<u>TAX</u>	<u>TOTAL</u>
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**Conference menus**

12/11/2024 Full Day Conference Package  
**Hot Lunch Full Day Package**  
 Continuous tea, coffee juice and water

s47

Morning tea - 2 items  
 Lunch - 2 main and one side  
 Chef's selection of sweet petite fours  
 Afternoon tea - 2 items

s47

**OPH SUPPLIERS**

12/11/2024 Audio Visual - Media Services

Our venues have inbuilt audio visual available. To obtain a formal quote please contact the team at Media Services.  
 Email: mediaservices@nma.gov.au

**OPH VENUE HIRE**

12/11/2024 Full Members' Dining Room - Day rate - 8am - 5pm

s47

<b>Total:</b>	<b>\$0.00</b>	<b>\$10,236.36</b>	<b>\$1,023.64</b>	<b>\$11,260.00</b>
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**Venue Information**

Built in the 1920s, Old Parliament House is a beautiful national heritage-listed building and a treasured icon. Designed by John Smith Murdoch, Australia's first federal parliament house still displays many original 1927 furniture and fittings. The building is a rare intact example of inter war stripped classical architecture and as our first federal parliament house, provides an authentic experience and spirit of place. Every part of the building tells a story, and it's imperative that we're able to maintain these stories for future generations. Preserving the original fabric is the shared responsibility of all who enter this special place to ensure you and future generations continue to have those special experiences. As a shared responsibility there are obligations to protect the site from damage through mindful and respectful behaviour as all damages are an irreversible loss to the authenticity of this inspiring and iconic building. Restaurant Associates will oversee your event and monitor compliance with the Museum of Australian Democracy at Old Parliament House's conditions. If you have any questions about equipment or activities which are or are not acceptable, or have any special requests, please direct these to your event coordinator.

**Additional Information**

- RA owns a limited amount of audio visual equipment which is available for hire. For additional equipment, please contact our preferred supplier Media Services at [mediaservices@nma.gov.au](mailto:mediaservices@nma.gov.au). You are welcome to utilise a different AV supplier, however it is a

# Restaurant Associates

## Old Parliament House Event Quotation

### 41916 - OPH - NIAA Conference

Start Date: **Tuesday, 12 November 2024**Start Time: **09:00 (09:00 AM)**

Event Coordinator

End Date: **Tuesday, 12 November 2024**End Time: **16:30 (04:30 PM)**

S47F

Attendance: **100****Verbally Confirmed**Event Type: **Conference - Full Day**

building requirement that they undertake heritage training (30min complimentary course) and will require Media Services to supervise bump in and out

- For events with catering linen is included in this quote (table cloths & napkins).
- Security is only required for events after 5:00pm, with a minimum of 4 hours per guard; the guest to attendee ratio is of 1:100, and guards must be present 30min pre and post event. Weekend and public holiday rates will apply.

### Quote Specifications

- The pricing contained in this quote is based on the minimum numbers outlined in this quote.
- Restaurant Associates reserves the right to change the arrangements detailed in the quote.
- This quote is valid for 28 days from the date of issue, however no space is currently being held. This quote must be signed along with the terms and conditions at the back of this document to secure the pricing structure outlined. Rates may be subject to change at any time thereafter.
- Payment in full of all catering charges is required 7 days prior to the event date.
- There is a surcharge on all food and beverage quoted of 20% for Sunday events, and 40% for public holiday events.

### Terms & Conditions

#### 1) Catering and Venue Hire

- a) Compass Group B&I Hospitality Services Pty Ltd (ABN 82 089 388 143) ("Restaurant Associates") is the sole caterer at Old Parliament House (the "Venue"), appointed by the Museum of Australian Democracy (the "Venue Owner"). The Client (which includes its employees, agents, contractors, guests and invitees) wishes to hire the Venue and engage Restaurant Associates to provide catering services at the Venue (the "Services").
- b) External or self-catering within the Venue is not permitted.
- c) In order to obtain the Services, the Client must agree to these general terms and conditions (the "Catering and Venue Hire Agreement"), and then return a signed copy of the Catering and Venue Hire Agreement to Restaurant Associates. If the Client continues to engage Restaurant Associates regarding the Services, the Client by that action is deemed to have accepted these terms and conditions.

#### 2) Deposit and estimate requirements

- a) On receipt by Restaurant Associates of a validly Client signed Catering and Venue Hire Agreement, a deposit invoice of:
  - i) 25% of the total value of the event Services or \$2000 (whichever is the higher value); or
  - ii) for in-ground events (which are functions not catered for within the Venue) ("In-ground Events"), 50% of the total value of the In-ground Event,
 will be issued to the Client.
- b) Additional special deposit requirements may be required as reasonably requested by Restaurant Associates.
- c) If the event is for New Year's Eve, 50% of the estimated balance is due six (6) months in advance which is non-refundable after 30 June. Remaining balance due by Client in full by 1 December.
- d) The Client must:
  - i) pay the deposit invoice; and
  - ii) provide credit card details to Restaurant Associates for the purposes set out in clause 4; and
  - iii) provide a signed copy of the Catering and Venue Hire Agreement returned to Restaurant Associates,
 before any further Services will be provided by Restaurant Associates.
- e) An event sheet form with details of the services requested (including the known charges and an estimate of any variable charges in relation to those Services) will be issued to the Client by Restaurant Associates.
- f) The event sheet form must be signed by the Client to verify the menu, beverage, pricing, timing and staffing details with an estimation of guest numbers, and returned to Restaurant Associates at least fourteen (14) clear business days prior to the date of the required function Services.
- g) If a signed event sheet form is not received by Restaurant Associates within fourteen (14) clear business days of the function date, Restaurant Associates reserves the right to cancel the Services or proceed with the Services in accordance with the event sheet submitted in clause 2(e).
- h) If a Client enquiry is made less than fourteen (14) business days prior to the scheduled Services date and the usual time-lines are not applicable, Restaurant Associates will advise alternative time-lines.
- i) Restaurant Associates reserves the right to cancel without notice catering and/or venue hire should the Client fail to meet any stipulated time-lines and retain the benefit of any deposit or other monies Restaurant Associates has received in lieu of damages. Time is of

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# Restaurant Associates

## Old Parliament House Event Quotation

Document 2

### 41916 - OPH - NIAA Conference

Start Date: **Tuesday, 12 November 2024**

Start Time: **09:00 (09:00 AM)**

Event Coordinator

End Date: **Tuesday, 12 November 2024**

End Time: **16:30 (04:30 PM)**

\$47F

Attendance: **100**

**Verbally Confirmed**

Event Type: **Conference - Full Day**

the essence.

j) Venue hire includes two (2) hours bump-in/set-up time prior to the scheduled commencement of the function and concludes one (1) hour after the scheduled conclusion of the function.

k) Any additional bump-in, set-up, and bump-out times can be quoted upon request. Additional special bump-in/set-up requirements if any, are set out in Part 2 of this Agreement.

l) The Client is prohibited from on-selling the function, or tickets to the function, without the prior approval of Restaurant Associates which it may withhold in its absolute and sole discretion.

m) Restaurant Associates reserves the right to cancel the on-sold event at any time without notice.

n) Due to supplier fluctuations in the cost of goods, Restaurant Associates reserves the right to increase the total event sale price by up to 10% more than the quoted event sale price for all future confirmed events.

### 3) Final Guest Numbers

a) The Client must confirm final guest numbers at least ten (10) clear business days prior to the scheduled Services date. Confirmed guest numbers should not vary more than 15% from the estimated guest numbers provided on the signed event sheet form.

b) If the confirmed guest numbers decrease by more than 15% of the estimated guest number, the Client will be charged for 85% of the estimated guest number provided in accordance with clause 2(f).

c) If confirmed guest numbers increase by more than 15% of the estimated guest number, Restaurant Associates will make reasonable efforts to accommodate the additional guests but may not always be able to do so and will be subject to additional reasonable charges.

d) If the confirmed guest numbers are proposed to be increased less than ten (10) clear business days prior to the function date, this will be subject to approval by Restaurant Associates and any additional reasonable charges.

e) For In-ground Events, confirmed guest numbers are required no less than ten (10) clear business days prior to the date for the In-ground Event. There will be no refunds for reductions in confirmed guest numbers or cancellation of In-ground Events after this time.

### 4) Payment of Service Charges

a) On receipt of confirmed guest numbers, Restaurant Associates will provide a statement of the anticipated function charges representing all known charges and an estimate of any variable charges such as beverages to be charged on consumption. These will be the charges set out in the event sheet form referred to in clause 2(e), subject to any changes arising out of the confirmed guest numbers or any other changes agreed between Restaurant Associates and the Client.

b) If variable charges have been anticipated and paid prior to the function, any variance between actual charges and anticipated charges will be adjusted after the function as follows:

i) if anticipated variable charges are greater than actual variable charges, a credit will be issued to the Client within fifteen (15) clear business days of the Services date; or

ii) if anticipated variable charges are less than actual variable charges, Restaurant Associates will be entitled to charge the difference to the credit card previously provided for payment by the Client.

c) An invoice will be issued to the Client for the variance in charges within ten (10) clear business days of the Services date. The Client must pay the invoiced amount in full within seven (7) days of receipt of such invoice.

d) Anticipated function charges include, but are not limited to: catering, venue hire, cleaning, audio visual, disc jockey, security, security deposits, theming, floral, Venue Owner activities, beverages, transport, parking, or other such charges necessarily incurred by Restaurant Associates or requested by the Client.

e) The Client must pay Restaurant Associates invoices in full within seven (7) clear business days prior to the scheduled Services date, with reference, remittance, or cheque number advised in writing. Payment must be made by direct funds transfer, credit card, cheque or money order.

f) Each payment made by credit card will attract the following surcharge plus GST:

i) if VISA / MasterCard, + 1.18% of the invoice total;

ii) if American Express, + 2.75% of the invoice total; or

iii) if Diners Club, + 2.81% of the invoice total.

g) If the Client defaults in the payment of any invoice within seven (7) clear days after the due date, then all monies owing to Restaurant Associates will be charged to the credit card provided in accordance with clause 2(d).

### 5) Hired or Temporary Facilities and Equipment

a) If the Client requires the use of hired or temporary facilities and equipment outside that of existing Venue facilities (e.g. additional theming, floral, linen) confirmation and pre-payment in full of hired goods is required ten (10) business days prior to the function Services date. These charges will be indicated in the event sheet. Payment for these charges must be made by direct funds transfer, credit card, cheque or money order.

# Restaurant Associates

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S47F

Attendance: **100****Verbally Confirmed**Event Type: **Conference - Full Day**

b) Any items or equipment brought to the Venue by the Client or anyone on behalf of the Client will remain the full responsibility of the Client. Restaurant Associates will not be responsible for the damage, theft, or loss of any items or equipment before, during or after the event except to the extent caused by its negligence.

#### 6) Cancellation

a) Restaurant Associates may cancel the Catering and Venue Hire Agreement or offer alternative dates or venues, with reasonable advance written notice where possible, if instructed to do so by the Venue Owner or its agents, any government body or emergency service, or if the Venue or its associated facilities are unfit for use.

b) Restaurant Associates may terminate this agreement if the Client fails to remedy a non-compliance with this Catering and Venue Hire Agreement within seven (7) days of being notified in writing by Restaurant Associates of the non-compliance, and any catering and venue hire deposit or pre-payment will be forfeited by the Client and the Client is not permitted to use an external caterer or self-cater the function.

c) A cancellation by the Client must be received in writing and acknowledged by Restaurant Associates. If the Client cancels the Services:

i) more than six (6) months prior to the scheduled Services date, Restaurant Associates will refund the deposit amount less \$500 administration fee;

ii) between six (6) months and 28 clear business days prior to the scheduled Services date, Restaurant Associates will retain all deposit amounts;

iii) between twenty-seven (27) and six (6) clear business days prior to the scheduled Services date, Restaurant Associates retains all deposit amounts and the Client will immediately pay 50% of the estimated function charges as at the time of cancellation;

iv) less than seven (7) clear business days prior to the scheduled date of an In-ground Event, no refunds will be provided; or

v) less than five (5) clear business days prior to the scheduled Services date and the Client has paid:

(1) in full the estimated Services charges, Restaurant Associates retains 100% of those charges;

(2) less than the estimated Services charges, Restaurant Associates retains 100% of those charges paid to date, and will issue a final invoice for the balance remainder.

d) If the Client cancels part of the Services, it must be received in writing and acknowledged by Restaurant Associates. Where the Client cancels a part of the Services ("Cancelled Services");

i) more than six (6) months prior to the scheduled Cancelled Services date, Restaurant Associates will be entitled to retain a \$200 administration fee for those Cancelled Services;

ii) between six (6) months and 28 clear business days prior to the scheduled Cancelled Services date, Restaurant Associates will be entitled to the greater of all deposits paid for the Cancelled Services, or 15% of the value of the Cancelled Services at the time of cancellation;

iii) between twenty-seven (27) and six (6) days prior to the scheduled Cancelled Services date, Restaurant Associates retains all deposit amounts for the Cancelled Services and 50% of the value of the Cancelled Services at the time of cancellation; or

iv) less than five (5) clear business days prior to the scheduled Cancelled Services date, Restaurant Associates retains 100% of value of the Cancelled Services, and will issue a final invoice for the balance remainder to be paid in full.

v) If cancellation or postponement is directly due to Government restrictions imposed due to COVID-19 any monies paid will be refunded in full or transferred to another date unless cancellation or postponement is within 3 days of the event. In this instance a food wastage cost would be deducted.

#### 7) Price Variation, Additional Services Requested

a) Prices may change from the original quotations in cases where additional or extended Services are requested by the Client.

b) All additional Services must be approved in writing by the nominated host on the event sheet form.

c) Additional Services will not be provided where payment has been made by way of cheque, money order or direct transfer and has not cleared, or without the provision of a credit card number with sufficient credit available.

d) All quotes are valid for twenty-eight (28) days from date of issue. Restaurant Associates reserves the right to provide alternative quotes at any stage should any of the details vary from the initial enquiry.

e) Restaurant Associates will invoice the Client and the Client will pay for any Venue Owner activities requested by the Client.

#### 8) Venue Owner Conditions

a) All functions and events booked with Restaurant Associates are subject to the approval and conditions of the Venue Owner. These conditions may include access and noise restrictions relevant to the type of Venue. Smoke detectors cannot be isolated under any circumstances.

# Restaurant Associates

## Old Parliament House Event Quotation

### 41916 - OPH - NIAA Conference

Start Date: **Tuesday, 12 November 2024**Start Time: **09:00 (09:00 AM)**

Event Coordinator

End Date: **Tuesday, 12 November 2024**End Time: **16:30 (04:30 PM)**

S47F

Attendance: **100****Verbally Confirmed**Event Type: **Conference - Full Day**

b) All external contractors engaged by the Client must complete and return "External contractor terms and conditions" sheet prior to arriving at the Venue these can be obtained from the Restaurant Associates event coordinator.

#### 9) Liquor Licensing

Due to licensing laws, beverages may not be brought onto or taken from the Venue by the Client.

#### 10) Venue Safety

- a) Functions commencing after certain times require Security which will be invoiced to and paid for by the Client and detailed on the event sheet.
- i) Functions between 100 and 150 confirmed guests require at least one (1) security guard.
- ii) Functions of between 150 and 250 confirmed guests require at least two (2) security guards.
- iii) All function over 250 guests will be quoted on a case by case basis.
- b) Security will be invoiced for the duration of the event plus 60 minutes (for pre and post event).
- c) Any additional special security requirements for the Venue are set out in Part 2 of this Agreement.
- d) University balls, sporting and other club events, graduation events and school formals require additional security to that stipulated in clause 10(a) as determined by Restaurant Associates and a \$1,500 bond.
- e) University balls, graduation events and school formals require a parent/teacher to student ratio of at least 1:35.
- f) Restaurant Associates abides by laws relating to the Responsible Service of Alcohol and Occupational Health & Safety and reserves the right to:
- i) request identification from any person in any function space;
- ii) refuse entry to function space of underage, intoxicated or dangerous persons;
- iii) refuse service to a function guest;
- iv) refuse entry of or remove any foreign beverage or food substance; and
- v) refuse entry to or remove any guest who, in the reasonable opinion of Restaurant Associates, acts inappropriately towards any person providing the Services or any other guest.
- g) The Client is at all times required to assist Restaurant Associates in enforcing any action reasonably required under clause 10(f). If the Client fails to do so, Restaurant Associates may discontinue the Services and close the facilities provided it is reasonable to do so. This includes closing any balconies should items be thrown from it or abusive or inappropriate language is used.
- h) If Restaurant Associates closes the facilities in accordance with 10(g), the Client will be deemed to have breached this Catering and Venue Hire Agreement, and the total charges to the Client will be immediately due and payable to Restaurant Associates.
- i) Restaurant Associates is not liable for any loss or damage to the Client or function guests as a result of any reasonable action taken by Restaurant Associates in response to the matters set out in clause 10(f) except to the extent caused by Restaurant Associates negligence.
- j) Old Parliament House is a Commonwealth entity and complies with the Protective Security Policy Framework (PSPF). You may be requested to provide additional information regarding your event to an agency representative to ensure all security obligations of the agency are adhered to.

#### 11) Responsibility for risks

- a) The Client enters the Venue at its own risk. The Client releases Restaurant Associates from any liability except to the extent directly caused by Restaurant Associates' breach of this Agreement, its wilful misconduct, or its gross negligence. Each party ("Indemnifier") will indemnify the other party ("Indemnified") its employees and agents against:
- i) loss or damage suffered by the Indemnified relating to the Venue arising directly out of the Indemnifier's negligent act or omission in its use of the Venue during the function period including bump-in and bump-out;
- ii) claims, including by any third party, in respect of personal injury, death or loss of or damage to any property arising directly out of or as a consequence of the Indemnifier's negligent or fraudulent act or omission in its use of the Venue, except to the extent that such loss, damage, injury, or death arises from the negligent or fraudulent act or omission of the Indemnified.
- b) The aggregate liability of each party to the other for any and all claims arising out of or in relation to this Catering and Venue Hire Agreement, whether in contract (including under an indemnity), tort (including negligence), statute, equity or otherwise, is limited to the 10 times the total price payable by the Client under this Catering and Venue Hire Agreement to Restaurant Associates.
- c) In no circumstances will either party be liable to the other for any loss or damage to revenue, profits or goodwill or other special, incidental, indirect or consequential loss of any kind, resulting from a party's performance or failure to perform in accordance with the terms of this Agreement, including without limitation, any interruption of business, whether or not resulting from breach of contract, negligence or wilful default.
- d) Restaurant Associates does not guarantee that any meal will be 100% free of all traces of nuts, dairy, gluten or other products that



# Restaurant Associates Old Parliament House Event Quotation

## 41916 - OPH - NIAA Conference

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may produce allergic reactions in certain people due to the potential trace of allergens in the working environment and supplied ingredients. Special allergy arrangements must be discussed with Restaurant Associates a reasonable time prior to the event. Client guests who have requested a special dietary meal have the responsibility to identify themselves to Restaurant Associates staff.

e) The Client must pay additional charges if its event has created cleaning requirements that are considered, in the reasonable opinion of Restaurant Associates, to be over and above normal cleaning requirements.

f) The Client must pay additional charges if its event has resulted in damage to the building and/or its fittings or equipment.

### Catering and Venue Hire Agreement

By signing below, the Client acknowledges and agrees to the terms and conditions of the Catering and Venue Agreement.

The Client National Indigenous Australians Agency

Client ABN 30 429 895 164

Client Address Charles Perkins House, 16 Bowes Place, Phillip ACT 2606

Client Contact Person Name s22(1)

Client Contact Phone Number s22(1)

Client Authorised Signature

Client Signature Date 12 September

How did you hear about us? \_\_\_\_\_

s22(1)