

TRINITY COLLEGE
Hospitality Services Agreement

Between

TRINITY COLLEGE

ABN: To be inserted
100 Royal Parade
Parkville VIC 3052
(College)

and

PETER ROWLAND GROUP PTY LTD

ABN 62 620 842 300
Suite 4/2–4 Douglas Street
Southbank VIC 3006
(Hospitality Partner)

1. PURPOSE OF AGREEMENT

1.1 Background

A. Trinity College is Australia's oldest residential college and provides accommodation, education, hospitality and community services to students, staff, Fellows, alumni and visitors.

B. The College wishes to appoint an experienced hospitality provider to manage and continually improve its residential dining, café, conferencing, function and associated hospitality services.

C. Peter Rowland Group Pty Ltd is one of Australia's leading hospitality organisations with extensive experience delivering catering and hospitality services across universities, museums, heritage venues, cultural institutions, gardens, major events and premium venues throughout Victoria.

D. Peter Rowland Group has demonstrated the capability, systems, experience and resources necessary to deliver the Services described within this Agreement.

E. The Parties wish to enter into this Agreement to establish a collaborative long-term partnership for the provision of Hospitality Services.

1.2 Purpose

The purpose of this Agreement is to establish the commercial framework governing the relationship between Trinity College and Peter Rowland Group for the delivery of Hospitality Services.

The Parties acknowledge that hospitality forms an integral part of the Trinity College student experience and that the Services extend beyond food production to include community engagement, student wellbeing, sustainability, innovation and operational excellence.

2. AGREEMENT PRINCIPLES

The Parties agree to conduct the relationship established under this Agreement in accordance with the following principles:

Partnership

The Parties will work collaboratively to achieve the objectives of this Agreement.

Transparency

Information relevant to the operation of the Services will be openly shared unless restricted by law or confidentiality obligations.

Student First

The interests, wellbeing and experience of students shall remain central to operational decision making.

Continuous Improvement

The Hospitality Partner shall continually seek opportunities to improve service quality, operational efficiency and the student experience.

Respect

The Parties acknowledge Trinity College's traditions, values and culture and will act respectfully at all times.

Sustainability

Operational decisions shall consider environmental, social and economic sustainability.

3. DEFINITIONS

In this Agreement, unless the context otherwise requires:

Agreement means this Hospitality Services Partnership Agreement including all Schedules and Annexures.

Annual Business Plan means the jointly prepared operational and financial plan developed in accordance with Clause 22.

Business Day means any day other than a Saturday, Sunday or Victorian Public Holiday.

Business Review Meeting means the quarterly governance meetings held under this Agreement.

Café Services means all retail food and beverage operations conducted within the College.

College means Trinity College.

College Representative means the person nominated by Trinity College to administer this Agreement.

Commencement Date means the date specified in Schedule 1.

Confidential Information includes commercial, financial, operational, technological and student information belonging to either Party.

Continuous Improvement Register means the register maintained by the Hospitality Partner recording agreed improvement initiatives.

Contract Manager means the person appointed by Peter Rowland Group to manage this Agreement.

Contract Year means each twelve-month period commencing on the Commencement Date.

Dining Application means the student-facing digital platform supplied by the Hospitality Partner.

Digital Services means all software, reporting platforms and technology systems supplied under this Agreement.

Executive Dashboard means the online reporting portal providing operational and financial information.

Food Forum means meetings conducted with student representatives regarding food services.

Functions includes conferences, corporate events, weddings, alumni events, formal dinners, High Table, College events and similar hospitality activities.

Hospitality Partner means Peter Rowland Group Pty Ltd.

Innovation Register means the schedule of agreed innovation initiatives.

KPI Framework means the performance measures contained within Schedule 6.

Mobilisation Plan means Schedule 3.

Monthly Operations Meeting means the monthly governance meeting between the Parties.

Procurement Dashboard means the reporting platform detailing procurement activity and supplier performance.

Quarterly Business Review means the executive governance meeting held each quarter.

Residential Dining Services means breakfast, lunch, dinner and associated dining services provided to resident students.

Schedules means the documents attached to this Agreement.

Services means all services described within Schedule 2.

Student Bursary Scheme means the College's bursary employment program.

Student Experience Program means the activities described within Schedule 13.

Student Kitchens means the communal kitchens maintained throughout the College residences.

Sustainability Framework means Schedule 10.

Technology Services means the digital systems supplied by the Hospitality Partner.

Transition Plan means the mobilisation and exit plans described in Schedules 3 and 21.

4. INTERPRETATION

Unless the contrary intention appears:

- a. headings are for convenience only;
- b. words importing the singular include the plural;
- c. references to legislation include amendments and replacement legislation;
- d. references to a person include corporations, partnerships and statutory authorities;
- e. references to clauses include schedules and annexures;
- f. examples do not limit the meaning of the relevant clause;
- g. obligations applying to the Hospitality Partner include its employees, contractors and subcontractors.

5. APPOINTMENT

5.1 Appointment

The College appoints Peter Rowland Group Pty Ltd as its Hospitality Partner for the Term of this Agreement. Peter Rowland Group accepts that appointment and agrees to provide the Services in accordance with this Agreement.

5.2 Nature of Appointment

The Hospitality Partner shall be responsible for the planning, management and delivery of:

- Residential Dining Services;
- Retail Café Operations;
- Student Kitchen Management;
- Function Catering;
- Conference Catering;
- High Table Dining;
- Formal Hall Dining;
- Summer School Catering;
- Orientation Programs;
- Hospitality Management;
- Student Wellbeing Initiatives;
- Technology Services;
- Sustainability Programs; and
- such other services as agreed by the Parties.

5.3 Independent Contractor

Nothing contained within this Agreement shall create a partnership, joint venture or employment relationship between the Parties.

Peter Rowland Group acts as an independent contractor and is solely responsible for its employees, contractors and subcontractors.

6. TERM

This Agreement commences on the Commencement Date and continues for the Initial Term specified within Schedule 1.

The Parties may extend the Agreement in accordance with the extension options contained within Schedule 1.

Any extension shall be subject to:

- satisfactory performance;
- agreement between the Parties; and
- execution of a written extension.

7. EXCLUSIVITY

Subject to this Agreement, Peter Rowland Group shall be the exclusive provider of hospitality services within the agreed Contract Areas.

Nothing prevents the College engaging specialist providers where:

- required by law;
- required by a venue hire agreement;
- mutually agreed by the Parties; or
- where Peter Rowland Group has confirmed it cannot reasonably provide the requested service.

8. CONTRACT REPRESENTATIVES

Within ten (10) Business Days of execution, each Party shall nominate a Contract Representative.

The Contract Representatives shall be responsible for:

- administering the Agreement;
- coordinating communications;
- facilitating governance meetings;
- monitoring performance;
- approving operational matters within their delegated authority.

9. SCOPE OF SERVICES

9.1 General

The Hospitality Partner shall provide the Services described in this Agreement and Schedule 2 in a professional, safe, efficient and commercially responsible manner.

The Services shall be delivered in accordance with:

- a. this Agreement;
- b. all applicable legislation;
- c. recognised industry best practice;
- d. the Service Standards;
- e. the KPI Framework;
- f. the Food Safety Program;
- g. the Sustainability Framework; and
- h. any reasonable directions issued by the College Representative that are consistent with this Agreement.

9.2 Services

Without limiting the generality of Clause 9.1, the Hospitality Partner shall provide and manage the following Services:

Residential Dining

The planning, preparation and service of daily meals to resident students, including:

- Breakfast
- Lunch
- Dinner
- Formal Hall
- High Table
- Special Dining Events
- Cultural Dining Events
- Theme Nights

Retail Café

Management of the College Café including:

- Barista coffee
- Fresh bakery
- Grab & Go
- Retail food
- Retail beverages
- Student promotions
- Loyalty initiatives

Student Kitchens

Management of all nominated Student Kitchens including:

- Product selection
- Stock replenishment
- Fresh bakery
- Healthy snacks
- Ready meals
- Gluten Free options
- Vegetarian products
- Vegan products
- Food safety monitoring
- Product rotation

Functions

Management and delivery of hospitality services including:

- Conferences
- Corporate Events
- Alumni Events
- Graduation Functions
- Weddings
- College Ceremonies
- Summer Schools
- Cocktail Events
- Private Dining
- VIP Functions

Hospitality Management

Overall management of:

- Staffing
- Procurement
- Food Production
- Customer Service
- Financial Performance
- Reporting
- Compliance
- Sustainability
- Technology
- Continuous Improvement

10. SERVICE DELIVERY

10.1 Standard of Services

The Hospitality Partner shall exercise all due skill, care and diligence expected of a leading Australian hospitality provider.

Services shall be delivered:

- professionally;
- courteously;
- safely;
- consistently;
- efficiently;
- with due regard to student wellbeing;
- with respect for the traditions of Trinity College.

10.2 Service Outcomes

The Hospitality Partner shall manage the Services with the objective of achieving:

- a. exceptional student satisfaction;
- b. consistently high food quality;
- c. professional customer service;
- d. financial sustainability;
- e. operational excellence;
- f. innovation;
- g. environmental sustainability;
- h. continuous improvement.

10.3 Continuous Service

The Hospitality Partner shall ensure that Services continue uninterrupted throughout the Term except where:

- a. otherwise agreed;
- b. prevented by Force Majeure; or
- c. prevented by circumstances beyond the reasonable control of the Hospitality Partner.

11. RESIDENTIAL DINING SERVICES

11.1 General

Residential Dining Services form the cornerstone of the hospitality operation.

The Hospitality Partner acknowledges that the Dining Hall is central to the Trinity College community and shall manage the operation accordingly.

11.2 Meals

The Hospitality Partner shall provide meals in accordance with the approved menu cycles.

Menus shall:

- provide variety;
- reflect seasonal produce;
- support healthy eating;
- include international cuisine;
- accommodate dietary requirements;
- encourage student engagement.

11.3 Menu Reviews

Menus shall be reviewed:

- each Semester;
- following Student Food Forums;
- following Quarterly Business Reviews;
- annually.

The Hospitality Partner shall consult with the College regarding significant menu changes.

12. RETAIL CAFÉ SERVICES

12.1 Operation

The Hospitality Partner shall operate the College Café during the agreed operating hours.

12.2 Retail Offer

The Café shall provide an attractive retail offer including:

- premium coffee;
- fresh bakery;
- sandwiches;
- wraps;
- salads;
- hot meals;
- beverages;
- healthy snacks;
- seasonal specials.

12.3 Retail Innovation

The Hospitality Partner shall continually review the retail offer and introduce new products where appropriate.

Reviews shall consider:

- student preferences;
- seasonal availability;
- sustainability;
- food trends;
- sales performance.

13. STUDENT KITCHENS

13.1 Objective

Student Kitchens are intended to supplement residential dining by providing convenient access to quality food outside scheduled meal periods.

13.2 Stock Management

The Hospitality Partner shall maintain agreed stock levels.

Products may include:

- fresh bread;
- muffins;
- pastries;
- fruit;
- yoghurt;
- cereals;
- ready meals;
- vegetarian meals;
- vegan meals;
- gluten free products;
- beverages.

Stock shall be rotated to minimise waste.

13.3 Replenishment

Unless otherwise agreed, Student Kitchens shall be inspected and replenished daily during normal operational periods.

Replenishment frequencies may be adjusted to reflect student demand.

14. FUNCTION SERVICES

14.1 General

The Hospitality Partner shall manage all approved functions conducted within the College.

14.2 Function Types

Functions include:

- Conferences;
- Board Meetings;
- Alumni Events;
- College Dinners;
- Cocktail Functions;
- Weddings;
- Summer Schools;
- Community Events;
- Private Dining.

14.3 Function Management

For each function the Hospitality Partner shall provide:

- Event coordination;
- Menu consultation;
- Staffing;
- Food production;
- Beverage service;
- Event supervision;
- Pack down;
- Post-event review where required.

15. STUDENT EXPERIENCE

The Hospitality Partner acknowledges that the Services extend beyond food production.

Hospitality shall contribute positively to:

- student wellbeing;
- community connection;
- cultural inclusion;
- College traditions;
- student engagement.

The Hospitality Partner shall actively support initiatives agreed with the College including Orientation, Food Forums, themed dining experiences, wellbeing initiatives and other community activities.

16. INNOVATION

Innovation forms part of the contracted Services.

The Hospitality Partner shall identify and present opportunities to improve:

- operational efficiency;
- technology;
- sustainability;
- customer service;
- menu development;
- student engagement;
- financial performance.

Innovation initiatives shall be recorded within the Innovation Register and reviewed as part of the governance process.

17. CONTINUOUS IMPROVEMENT

The Hospitality Partner shall establish and maintain a Continuous Improvement Register documenting:

- identified opportunities;
- proposed actions;
- responsible persons;
- implementation dates;
- expected outcomes;
- completion status.

The Register shall be reviewed during Quarterly Business Reviews and shall form part of the annual planning process.

18. SERVICE STANDARDS

The Hospitality Partner shall maintain documented Service Standards covering:

- food preparation;
- customer service;
- presentation;
- cleanliness;
- response times;
- staffing;
- maintenance reporting;
- quality assurance;
- sustainability;
- reporting.

Service Standards shall be reviewed annually and updated where necessary to reflect operational improvements and changing College requirements.

PART 3 – GOVERNANCE & CONTRACT MANAGEMENT

19. CONTRACT MANAGEMENT

19.1 General

The Parties acknowledge that effective contract management is fundamental to the successful delivery of the Services.

The Hospitality Partner shall actively manage the Services to ensure compliance with this Agreement, achievement of agreed performance standards and continuous improvement throughout the Term.

19.2 Contract Manager

The Hospitality Partner shall appoint a suitably experienced Contract Manager who shall have overall responsibility for the management of this Agreement.

The Contract Manager shall:

- a. act as the primary point of contact for the College;
- b. manage the day-to-day delivery of the Services;
- c. ensure compliance with this Agreement;
- d. oversee operational performance;
- e. coordinate reporting requirements;
- f. manage continuous improvement initiatives;
- g. attend governance meetings;
- h. manage customer service issues; and
- i. exercise such authority as is reasonably necessary to administer the Services.

The Hospitality Partner shall notify the College of any proposed change to the Contract Manager and shall ensure an orderly transition of responsibilities.

19.3 College Representative

The College shall nominate a Contract Representative who shall be authorised to:

- a. provide operational instructions consistent with this Agreement;
- b. receive reports and correspondence;
- c. attend governance meetings;
- d. coordinate College stakeholders; and
- e. facilitate communication between the Parties.

20. GOVERNANCE FRAMEWORK

20.1 Governance Objectives

The Parties shall maintain a governance framework designed to:

- a. promote effective communication;
- b. monitor operational performance;
- c. identify and resolve issues promptly;
- d. support strategic planning;
- e. encourage innovation;
- f. monitor compliance; and
- g. facilitate continuous improvement.

20.2 Governance Structure

The Parties shall participate in the following governance meetings.

Daily Operational Management

Operational discussions between on-site management regarding:

- staffing;
- production;
- functions;
- maintenance;
- customer service;
- operational issues.

Weekly Operational Meeting

Participants:

- Contract Manager
- Executive Chef
- Relevant College Representatives

Agenda:

- operational performance;
- upcoming events;
- staffing;
- procurement;
- maintenance;
- customer feedback;
- issues requiring attention.

Minutes shall be maintained where appropriate.

Monthly Operations Review

Participants:

- College Representative
- Contract Manager
- Executive Chef

- Other representatives as required.

The meeting shall review:

- KPI performance;
- financial performance;
- food quality;
- customer satisfaction;
- staffing;
- procurement;
- sustainability;
- compliance;
- food safety;
- maintenance;
- risk management.

Action items shall be recorded and monitored until completed.

Quarterly Business Review

Participants:

- Senior College representatives;
- Peter Rowland Group Executive representatives;
- Contract Manager;
- Other attendees as agreed.

The Quarterly Business Review shall include:

- a. contract performance;
- b. KPI achievement;
- c. financial performance;
- d. procurement outcomes;
- e. sustainability performance;
- f. student satisfaction;
- g. innovation initiatives;
- h. strategic opportunities;
- i. emerging risks;
- j. continuous improvement initiatives.

Minutes and agreed actions shall be distributed within ten (10) Business Days following each meeting.

Annual Business Planning Meeting

The Parties shall conduct an Annual Business Planning Meeting prior to the commencement of each Contract Year.

The meeting shall consider:

- previous year's performance;
- strategic objectives;
- annual budget;
- menu development;
- sustainability initiatives;
- technology improvements;
- procurement strategy;
- capital requirements;
- staffing;
- training;

- innovation priorities.

21. COMMUNICATION

21.1 General

The Parties shall communicate openly and professionally throughout the Term.

Information affecting service delivery shall be communicated promptly.

Neither Party shall unreasonably withhold information necessary for the effective delivery of the Services.

21.2 Operational Communications

The Hospitality Partner shall notify the College promptly of any matter likely to affect:

- a. food safety;
- b. service continuity;
- c. staffing levels;
- d. significant customer complaints;
- e. regulatory compliance;
- f. business continuity;
- g. health and safety;
- h. reputational risk.

21.3 Escalation

Where operational issues cannot be resolved at site level, the matter shall be escalated as follows:

Level 1

Contract Manager and College Representative.

Level 2

Senior Operational Management.

Level 3

Executive Representatives of both Parties.

Nothing prevents either Party escalating urgent matters immediately where required.

22. ANNUAL BUSINESS PLAN

22.1 Preparation

Within sixty (60) days prior to the commencement of each Contract Year, the Hospitality Partner shall prepare an Annual Business Plan.

22.2 Contents

The Annual Business Plan shall include:

- a. operational objectives;
- b. budget forecasts;
- c. staffing strategy;
- d. menu development initiatives;
- e. procurement initiatives;
- f. sustainability objectives;
- g. technology improvements;
- h. training priorities;
- i. capital recommendations;
- j. innovation initiatives;
- k. risk management priorities.

22.3 Review

The Annual Business Plan shall be reviewed with the College and amended where agreed.

The final approved Annual Business Plan shall become the operational framework for the following Contract Year.

23. DELEGATED AUTHORITY

23.1 Operational Decisions

The Contract Manager may make operational decisions necessary for the delivery of the Services provided such decisions:

- a. are consistent with this Agreement;
- b. do not materially alter the Services;
- c. do not exceed approved budgets;
- d. do not adversely affect the College.

23.2 Strategic Decisions

The following matters require prior approval from the College Representative unless otherwise agreed:

- significant menu changes;
- capital expenditure outside approved budgets;
- major technology changes;
- substantial operational changes;
- changes to service hours;
- material changes to staffing structures;
- subcontracting of Services.

24. RECORDS

The Hospitality Partner shall maintain complete and accurate records relating to:

- financial performance;
- procurement;
- staffing;
- food safety;
- training;
- customer feedback;
- incidents;
- audits;
- compliance;
- maintenance;
- KPI performance.

Records shall be retained for a minimum of seven (7) years unless legislation requires a longer period.

25. AUDIT RIGHTS

The College may, upon providing reasonable notice, conduct or procure an audit of the Hospitality Partner's compliance with this Agreement.

Audits may include:

- food safety;
- financial reporting;
- procurement;
- sustainability reporting;
- KPI reporting;
- training records;
- compliance documentation.

The Hospitality Partner shall provide reasonable assistance during any audit.

26. COOPERATION

The Parties acknowledge that the success of this Agreement depends upon genuine cooperation.

Each Party agrees to:

- a. act reasonably;
- b. act in good faith;
- c. consult before implementing significant operational changes;
- d. work collaboratively to resolve issues;
- e. support continuous improvement initiatives;
- f. avoid unnecessary disruption to the Services.

PART 4 – PERFORMANCE MANAGEMENT, REPORTING & CONTINUOUS IMPROVEMENT

27. PERFORMANCE MANAGEMENT

27.1 Performance Framework

The Hospitality Partner shall implement and maintain a Performance Management Framework designed to monitor, measure and continuously improve the delivery of the Services throughout the Term.

The Performance Management Framework shall incorporate:

- a. Key Performance Indicators;
- b. Operational Reporting;
- c. Financial Reporting;
- d. Customer Satisfaction;
- e. Food Safety Performance;
- f. Sustainability Performance;
- g. Procurement Performance;
- h. Staff Development;
- i. Continuous Improvement; and
- j. Innovation.

27.2 Performance Objectives

The Parties acknowledge that the objectives of performance management are to:

- a. maintain consistently high service standards;
- b. identify operational trends;
- c. proactively address issues;
- d. improve customer satisfaction;
- e. support informed decision-making;
- f. encourage innovation;
- g. enhance operational efficiency; and
- h. continually improve the Services.

27.3 Key Performance Indicators

Performance shall be measured against the Key Performance Indicators contained within Schedule 6.

The KPI Framework may include, but is not limited to:

- Student Satisfaction;
- Food Quality;
- Service Delivery;
- Financial Performance;
- Procurement;

- Sustainability;
- Compliance;
- Food Safety;
- Staff Training;
- Innovation;
- Customer Feedback.

The Parties may review KPI targets annually as part of the Annual Business Planning process.

28. REPORTING

28.1 General

The Hospitality Partner shall prepare and submit reports in accordance with this Agreement and Schedule 7. Reports shall be accurate, complete and submitted within the agreed reporting timeframes.

28.2 Quarterly Operational Report

Within fifteen (15) Business Days following the end of each Quarter, the Hospitality Partner shall provide a Quarterly Operational Report.

The Report shall include:

Operations

- Meals Served
- Student Attendance
- Café Activity
- Function Activity
- Significant Operational Events
- Operational Improvements

Financial Performance

- Revenue Summary
- Food Cost
- Labour Cost
- Budget Performance
- Forecast Performance
- Financial Commentary

Customer Experience

- Student Satisfaction
- Function Feedback
- Compliments
- Complaints
- Corrective Actions

Food Safety

- Internal Audits
- External Audits
- Non-conformances
- Corrective Actions
- Food Safety Training

Sustainability

- Food Waste
- Local Procurement
- Recycling
- Sustainability Initiatives
- Ethical Sourcing

Procurement

- Procurement Summary
- Supplier Performance
- Regional Procurement
- Victorian Procurement
- Australian Procurement
- New Supplier Engagement

Staffing

- Headcount
- Training Completed
- Staff Turnover
- Workplace Incidents
- Recruitment Activity

28.3 Annual Report

Within sixty (60) days following the end of each Contract Year, the Hospitality Partner shall submit an Annual Performance Report.

The Annual Report shall summarise:

- achievement against KPIs;
- financial performance;
- operational achievements;
- student engagement;
- sustainability outcomes;
- innovation initiatives;
- procurement performance;
- food safety performance;
- staffing outcomes;
- recommendations for the following Contract Year.

29. PERFORMANCE REVIEW

29.1 Quarterly Business Review

The Parties shall review the Quarterly Operational Report during each Quarterly Business Review.

The purpose of the review is to:

- assess performance;
- identify emerging issues;
- monitor risks;
- review customer feedback;
- assess innovation;
- approve improvement initiatives.

29.2 Annual Review

The Annual Performance Report shall form the basis of the Annual Business Planning Workshop.

30. CONTINUOUS IMPROVEMENT

30.1 Continuous Improvement Program

The Hospitality Partner shall establish and maintain a documented Continuous Improvement Program throughout the Term.

The Program shall seek to improve:

- food quality;
- customer service;
- sustainability;
- technology;
- procurement;
- financial performance;
- student experience;
- operational efficiency.

30.2 Continuous Improvement Register

The Hospitality Partner shall maintain a Continuous Improvement Register recording:

- a. Improvement Initiative;
- b. Description;
- c. Business Benefit;
- d. Responsible Officer;
- e. Target Completion Date;
- f. Current Status;
- g. Outcome Achieved.

The Register shall be reviewed during Quarterly Business Reviews.

30.3 Improvement Initiatives

Improvement initiatives may arise from:

- Student Feedback;
- Food Forums;
- KPI Results;
- Audit Findings;
- Operational Reviews;
- Staff Suggestions;
- Technology Reviews;
- Sustainability Reviews;
- College Requests.

31. PERFORMANCE IMPROVEMENT

31.1 Improvement Notices

Where the College reasonably believes the Hospitality Partner has failed to achieve a material Service Standard or KPI, the College may issue a written Performance Improvement Notice.

The Notice shall identify:

- a. the performance concern;
- b. supporting evidence;
- c. required corrective action;
- d. timeframe for improvement.

31.2 Response

Within ten (10) Business Days of receiving a Performance Improvement Notice, the Hospitality Partner shall submit a Performance Improvement Plan.

The Plan shall include:

- Root Cause Analysis;
- Proposed Corrective Actions;
- Responsible Persons;
- Timeframes;
- Monitoring Arrangements.

31.3 Monitoring

Performance Improvement Plans shall remain active until:

- the issue has been resolved;
- agreed performance standards have been achieved; or
- the Parties otherwise agree.

32. CUSTOMER FEEDBACK

32.1 Feedback Mechanisms

The Hospitality Partner shall maintain a variety of customer feedback channels including:

- Student Food Forums;
- QR Code Surveys;
- Student Dining Application;
- Function Feedback;
- Online Surveys;
- Direct Feedback.

32.2 Complaints

All complaints shall be:

- a. recorded;
- b. investigated;
- c. responded to;
- d. resolved where practicable;
- e. reported through Quarterly Reporting where appropriate.

32.3 Compliments

Positive feedback shall also be recorded to recognise staff performance and identify best practice.

33. BENCHMARKING

The Hospitality Partner may benchmark operational performance against comparable hospitality operations within its portfolio.

Benchmarking may include:

- Customer Satisfaction;
- Food Cost;
- Labour Productivity;
- Sustainability;
- Procurement;
- Service Standards;

- Operational Efficiency.

Benchmarking outcomes may be used to support continuous improvement initiatives.

34. CONTRACT PERFORMANCE

The Parties acknowledge that the success of this Agreement shall be measured not solely by financial outcomes but by the Hospitality Partner's ability to:

- consistently achieve agreed Service Standards;
- enhance the student experience;
- maintain operational excellence;
- support Trinity College's strategic objectives;
- demonstrate innovation;
- operate sustainably;
- foster a collaborative relationship with the College.

PART 5 – COMMERCIAL FRAMEWORK, FINANCIAL MANAGEMENT & PROCUREMENT

35. COMMERCIAL PRINCIPLES

35.1 Partnership

The Parties acknowledge that this Agreement is intended to establish a sustainable long-term commercial relationship.

Both Parties agree to act reasonably and in good faith when administering the commercial provisions of this Agreement.

The Parties acknowledge that successful financial performance is achieved through:

- collaborative planning;
- responsible financial management;
- transparent reporting;
- continuous improvement;
- prudent procurement;
- sustainable operational practices.

35.2 Financial Objectives

The commercial objectives of this Agreement are to:

- maintain a financially sustainable hospitality operation;
- achieve value for money for the College;
- maintain food quality and service standards;
- support innovation and investment;
- minimise unnecessary operating costs;
- improve operational efficiency throughout the Term.

36. FINANCIAL MANAGEMENT

36.1 Financial Management System

The Hospitality Partner shall maintain appropriate accounting and financial management systems for the administration of this Agreement.

Financial records shall accurately reflect the operation of the Services.

36.2 Financial Controls

The Hospitality Partner shall maintain documented financial controls including:

- purchasing approvals;
- delegated financial authority;
- invoice verification;
- stock control;
- inventory management;
- cash management;
- financial reporting;
- budget monitoring.

36.3 Financial Records

The Hospitality Partner shall maintain complete financial records relating to:

- revenue;
- operating expenditure;
- food purchases;
- labour costs;
- supplier invoices;
- inventory;
- functions;
- café operations;
- procurement.

Financial records shall be retained in accordance with applicable legislation.

37. ANNUAL BUDGET

37.1 Preparation

The Hospitality Partner shall prepare an Annual Operating Budget for each Contract Year.

The Budget shall be submitted to the College no later than sixty (60) days before the commencement of each Contract Year unless otherwise agreed.

37.2 Budget Contents

The Budget shall include:

- anticipated student numbers;
- residential dining forecasts;
- retail forecasts;
- function forecasts;
- revenue assumptions;
- food cost budgets;
- labour budgets;
- operating expenditure;
- procurement forecasts;
- sustainability initiatives;
- technology investment;
- capital recommendations.

37.3 Budget Review

The Parties shall review the proposed Budget and seek agreement prior to commencement of the relevant Contract Year.

The Budget may be amended by mutual agreement where operational assumptions materially change.

38. FINANCIAL REPORTING

38.1 Quarterly Reporting

The Hospitality Partner shall provide Quarterly Financial Reports including:

- Budget versus Actual;
- Revenue Summary;
- Food Cost;
- Labour Cost;
- Procurement Expenditure;
- Function Revenue;
- Café Performance;
- Commentary on Significant Variances.

38.2 Forecasting

Where reasonably practicable, Quarterly Reports shall include revised forecasts for the balance of the Contract Year.

39. PROCUREMENT

39.1 Procurement Principles

The Hospitality Partner shall procure goods and services in accordance with the Procurement Framework contained within Schedule 11.

Procurement decisions shall consider:

- a. quality;
- b. food safety;
- c. sustainability;
- d. value for money;
- e. supplier capability;
- f. ethical sourcing.

39.2 Sourcing Hierarchy

The Hospitality Partner shall apply the following sourcing hierarchy wherever commercially and operationally practicable:

1. Regional Victorian Producers;
2. Local Victorian Suppliers;
3. Victorian Suppliers;
4. Australian Suppliers;
5. New Zealand Suppliers where appropriate.

Imported food products shall only be procured where suitable Australian or New Zealand alternatives are unavailable or do not meet operational requirements.

39.3 Approved Suppliers

The Hospitality Partner shall maintain an Approved Supplier Register.

The Register shall include:

- Supplier Name;
- Product Category;
- Food Safety Accreditation;
- Modern Slavery Compliance;
- Insurance Status;
- Review Date.

39.4 Supplier Performance

Supplier performance shall be reviewed periodically having regard to:

- quality;
- pricing;
- service;
- reliability;
- sustainability;
- compliance;
- responsiveness.

40. MODERN SLAVERY

The Hospitality Partner confirms that it maintains procurement practices consistent with the Modern Slavery Act 2018 (Cth).

The Hospitality Partner shall use reasonable endeavours to ensure key suppliers:

- a. comply with applicable employment legislation;
- b. maintain ethical labour practices;
- c. do not engage in forced labour;
- d. provide safe working conditions.

Upon request, the Hospitality Partner shall provide the College with information demonstrating compliance.

41. SUSTAINABILITY

41.1 General

The Hospitality Partner shall implement the Sustainability Framework contained within Schedule 10.

41.2 Sustainability Objectives

The Hospitality Partner shall seek to:

- minimise food waste;
- reduce packaging;
- maximise local sourcing;
- increase seasonal purchasing;
- support ethical producers;
- improve recycling outcomes;
- educate staff regarding sustainable practices.

41.3 Sustainability Reporting

Quarterly Sustainability Reports shall include information relating to:

- food waste;
- recycling;
- procurement;
- local sourcing;
- sustainability initiatives;
- continuous improvement.

42. TECHNOLOGY INVESTMENT

The Hospitality Partner shall maintain and continually develop the Technology Services described in Schedule 8 throughout the Term.

Technology improvements may include enhancements to:

- Student Dining Application;

- Online Ordering;
- Digital Menu Boards;
- Executive Dashboard;
- Procurement Dashboard;
- Sustainability Dashboard;
- Function Booking System;
- Customer Feedback Systems.

The Hospitality Partner may upgrade or replace technology provided that the overall functionality is maintained or improved.

43. CHANGE MANAGEMENT

43.1 Operational Changes

Either Party may propose changes to the Services.

Any proposed change shall be documented and include:

- a. description of the proposed change;
- b. operational impact;
- c. financial impact;
- d. implementation timeframe;
- e. associated risks.

No material change shall be implemented without written approval of both Parties.

43.2 Continuous Improvement Changes

Changes arising from Continuous Improvement Initiatives that do not materially affect cost or scope may be approved by the Contract Representatives.

44. VALUE CREATION

The Hospitality Partner shall continually identify opportunities to improve value through:

- innovation;
- operational efficiency;
- procurement initiatives;
- technology;
- sustainability;
- menu engineering;
- labour optimisation;
- process improvement.

Such initiatives shall be documented within the Continuous Improvement Register.

45. NO REBATE PROCUREMENT MODEL

The Hospitality Partner confirms that it does **not** operate a supplier rebate procurement model.

Accordingly:

- a. supplier purchasing decisions shall be based on quality, value, sustainability and operational suitability;
- b. procurement decisions shall not be influenced by supplier rebate arrangements;
- c. the College shall have confidence that supplier selection is undertaken solely in the best interests of the operation.

46. COMMERCIAL REVIEW

The Parties shall review the commercial performance of the Agreement annually.

The review may consider:

- operational efficiency;
- procurement opportunities;
- sustainability initiatives;
- innovation;
- financial performance;
- service levels;
- changing operational requirements.

Any agreed amendments shall be documented in writing.

PART 6 – TECHNOLOGY, DIGITAL SERVICES & DATA MANAGEMENT

47. TECHNOLOGY SERVICES

47.1 General

The Hospitality Partner shall provide, maintain and support an integrated suite of Technology Services throughout the Term of this Agreement.

The Technology Services shall support the delivery of the Services, improve the student experience, enhance operational efficiency and provide meaningful management information to the College.

Technology supplied under this Agreement shall remain contemporary, secure and fit for purpose.

47.2 Technology Objectives

The objectives of the Technology Services are to:

- improve access to hospitality services;
- enhance the student experience;
- simplify operational processes;
- reduce administrative effort;
- improve reporting and transparency;
- support informed decision-making;
- facilitate continuous improvement.

47.3 Technology Platform

The Hospitality Partner shall provide an integrated digital hospitality platform capable of supporting:

- Student Dining Application;
- Online Meal Ordering;
- Digital Menu Boards;
- Student Meal Attendance;
- Function Management;
- Customer Feedback;
- Executive Reporting;
- Procurement Reporting;
- Sustainability Reporting;
- Operational Reporting.

The Hospitality Partner may modify, upgrade or replace technology during the Term provided that the overall functionality is maintained or enhanced.

48. STUDENT DINING APPLICATION

48.1 General

The Hospitality Partner shall provide and maintain a Student Dining Application (or equivalent digital platform) accessible via mobile devices and web browsers.

The Application shall be designed to improve communication and engagement with students.

48.2 Minimum Functionality

The Student Dining Application shall, where applicable, provide access to:

- a. Daily Menus;
- b. Nutritional Information;
- c. Allergen Information;
- d. Dietary Filters;
- e. Meal Ordering;
- f. Click & Collect Services;
- g. Café Promotions;
- h. Hospitality Announcements;
- i. Push Notifications;
- j. Student Feedback;
- k. Event Information;
- l. Opening Hours.

Additional functionality may be introduced during the Term.

48.3 Availability

The Hospitality Partner shall use reasonable endeavours to ensure the Student Dining Application remains available during normal operating periods, excluding scheduled maintenance.

49. DIGITAL MENU BOARDS

The Hospitality Partner may install and maintain Digital Menu Boards at agreed locations.

Digital Menu Boards may display:

- Daily Menus;
- Pricing;
- Dietary Icons;
- Allergen Information;
- Nutritional Messages;
- Sustainability Initiatives;
- Local Producer Information;
- Student Promotions;
- College Announcements.

Displayed information shall be accurate and updated as required.

50. ONLINE ORDERING

50.1 Online Ordering Platform

The Hospitality Partner shall provide an online ordering capability for agreed services.

The platform may support:

- Click & Collect;
- Café Orders;
- Function Catering Requests;
- Late Meal Requests;
- Dietary Requests;
- Payment Integration;
- Collection Notifications.

The scope of Online Ordering shall be reviewed periodically with the College.

51. DIGITAL FUNCTION MANAGEMENT

The Hospitality Partner shall maintain a digital function management system for approved College events.

The system shall support:

- Event Enquiries;
- Function Requests;
- Menu Selection;
- Event Documentation;
- Client Communications;
- Event Reporting.

Where appropriate, the system may integrate with the College's existing booking or venue management platforms.

52. MANAGEMENT REPORTING

52.1 Executive Dashboard

The Hospitality Partner shall provide the College with access to an Executive Dashboard providing agreed operational reporting.

The Executive Dashboard may include:

- Financial Performance;
- Student Attendance;
- Meals Served;
- Café Performance;
- Function Performance;
- KPI Performance;
- Procurement Activity;
- Sustainability;
- Food Waste;
- Customer Satisfaction;
- Compliance.

Dashboard functionality may evolve throughout the Term.

52.2 Procurement Dashboard

The Hospitality Partner shall maintain a Procurement Dashboard capable of reporting:

- Procurement Expenditure;
- Local Supplier Participation;
- Regional Procurement;
- Victorian Procurement;
- Australian Procurement;
- Supplier Performance;
- Ethical Sourcing;
- Sustainability Initiatives.

52.3 Sustainability Dashboard

The Hospitality Partner shall maintain reporting capable of monitoring:

- Food Waste;
- Recycling;
- Local Procurement;
- Sustainable Packaging;
- Carbon Reduction Initiatives;

- Continuous Improvement Projects.

53. CUSTOMER FEEDBACK

The Hospitality Partner shall provide digital mechanisms enabling students, staff and visitors to provide feedback regarding the Services.

Feedback mechanisms may include:

- QR Codes;
- Student Dining Application;
- Online Surveys;
- Function Surveys;
- Email Feedback;
- Digital Forms.

Feedback received shall be incorporated into the Continuous Improvement Program.

54. DATA OWNERSHIP

54.1 Ownership

Subject to applicable legislation, the College shall own operational data generated specifically for the delivery of the Services including:

- Student Attendance Data;
- Student Feedback;
- Function Data;
- Operational Reports prepared for the College.

The Hospitality Partner shall retain ownership of:

- proprietary software;
- source code;
- reporting methodologies;
- business processes;
- templates;
- intellectual property developed independently of the Services.

54.2 Access

During the Term, the College shall have reasonable access to agreed operational reporting generated by the Technology Services.

55. INFORMATION SECURITY

55.1 General

The Hospitality Partner shall implement appropriate administrative, physical and technical safeguards to protect information collected or processed under this Agreement.

55.2 Security Measures

Without limitation, the Hospitality Partner shall maintain security measures appropriate to the nature of the information processed, including:

- a. role-based access controls;
- b. password management;
- c. multi-factor authentication where appropriate;
- d. regular software updates;
- e. secure backup arrangements;
- f. audit logging for key administrative functions;

g. incident response procedures.

55.3 Data Breach

The Hospitality Partner shall notify the College as soon as reasonably practicable after becoming aware of any material data breach affecting College information.

The notification shall include:

- details of the incident;
- information affected;
- actions taken;
- proposed remediation.

56. PRIVACY

The Hospitality Partner shall comply with all applicable privacy legislation in relation to personal information collected or processed under this Agreement.

Personal information shall only be collected, used and disclosed for purposes directly related to the delivery of the Services or as otherwise required by law.

57. TECHNOLOGY CONTINUITY

The Hospitality Partner shall maintain appropriate arrangements to minimise disruption to Technology Services.

Such arrangements may include:

- system backups;
- disaster recovery procedures;
- business continuity planning;
- vendor support arrangements;
- scheduled maintenance processes.

Where practicable, planned outages shall be notified to the College in advance.

58. TECHNOLOGY REVIEW

The Parties shall review Technology Services at least annually as part of the Annual Business Planning process.

The review shall consider:

- emerging technologies;
- student expectations;
- operational efficiency;
- reporting requirements;
- integration opportunities;
- cybersecurity;
- accessibility;
- future enhancements.

Agreed improvements shall be incorporated into the Annual Business Plan or the Continuous Improvement Register, as appropriate.

PART 7 – STAFFING, PEOPLE & WORKFORCE MANAGEMENT

59. STAFFING

59.1 General

The Hospitality Partner shall provide sufficient suitably qualified and experienced personnel to perform the Services throughout the Term of this Agreement.

The Hospitality Partner shall ensure staffing levels are appropriate to:

- a. the scope of the Services;
- b. anticipated customer volumes;
- c. scheduled functions and events;
- d. seasonal fluctuations;
- e. peak operational periods; and
- f. emergency operational requirements.

The Hospitality Partner acknowledges that maintaining appropriate staffing levels is fundamental to achieving the Service Standards and KPI Framework.

59.2 Workforce Planning

The Hospitality Partner shall implement and maintain a Workforce Management Plan that addresses:

- organisational structure;
- workforce capability;
- roster planning;
- succession planning;
- casual labour resources;
- recruitment strategies;
- leave management;
- peak demand planning.

The Workforce Management Plan shall be reviewed annually.

59.3 Key Personnel

The Hospitality Partner shall appoint appropriately qualified Key Personnel for the operation, including:

- Contract Manager;
- Executive Chef;
- Café Manager (where applicable);
- Functions Manager (where applicable);
- Front of House Supervisor(s);
- Kitchen Supervisors.

Key Personnel shall possess the qualifications, experience and leadership capability appropriate to their role.

60. RECRUITMENT

60.1 Recruitment Principles

The Hospitality Partner shall recruit employees based upon:

- a. demonstrated capability;
- b. relevant qualifications;
- c. hospitality experience;
- d. customer service aptitude;
- e. cultural alignment with Trinity College;
- f. compliance with legislative requirements.

60.2 Equal Opportunity

The Hospitality Partner shall provide equal employment opportunities in accordance with applicable legislation.

Recruitment decisions shall be made without unlawful discrimination.

60.3 Existing Employees

Where requested by the College and where permitted by law, the Hospitality Partner will meet with existing catering employees to discuss employment opportunities.

Employment offers shall remain entirely at the discretion of the Hospitality Partner and shall be based upon operational requirements and the applicant's suitability for the role.

Nothing in this Agreement obliges the Hospitality Partner to employ any existing employee of the College or an outgoing contractor.

61. TRAINING

61.1 General

The Hospitality Partner shall implement and maintain a comprehensive training program for all personnel engaged in the delivery of the Services.

61.2 Minimum Training Requirements

Training shall include, where relevant:

- induction;
- customer service;
- food safety;
- allergen management;
- workplace health and safety;
- emergency procedures;
- responsible service of alcohol;
- sustainability practices;
- cultural awareness;
- technology systems;
- privacy obligations.

Additional training shall be provided as operational requirements change.

61.3 Professional Development

The Hospitality Partner shall encourage ongoing professional development for employees through:

- supervisory training;
- leadership development;
- culinary training;
- accredited hospitality qualifications;
- coaching and mentoring;
- internal training programs.

Training initiatives shall be reviewed annually.

62. ROSTERING

62.1 General

The Hospitality Partner shall prepare and maintain rosters that ensure the Services are adequately resourced.

Rosters shall consider:

- meal periods;
- functions;
- conferences;
- seasonal activity;
- public holidays;
- orientation;
- examination periods;

- leave commitments.

62.2 Labour Flexibility

The Hospitality Partner shall maintain access to sufficient casual and relief personnel to support operational continuity during periods of increased demand or unplanned absences.

63. WORKPLACE CONDUCT

The Hospitality Partner shall ensure personnel:

- a. behave professionally;
- b. treat students, staff and visitors with respect;
- c. maintain appropriate personal presentation;
- d. comply with College policies applicable to contractors;
- e. conduct themselves in a manner that protects the reputation of the College.

63.1 Uniforms

The Hospitality Partner shall provide uniforms and personal protective equipment appropriate to the duties performed.

Uniforms shall:

- be clean and maintained;
- present a professional appearance;
- comply with workplace safety requirements.

64. STUDENT EMPLOYMENT

64.1 General

Where agreed with the College, the Hospitality Partner shall support student employment opportunities through initiatives such as the Student Bursary Scheme or other approved employment programs.

64.2 Student Development

Students employed by the Hospitality Partner shall receive:

- structured induction;
- workplace supervision;
- appropriate training;
- safe systems of work;
- regular feedback.

The Hospitality Partner shall encourage the development of transferable workplace skills including communication, teamwork, leadership and customer service.

65. WORKING WITH CHILDREN

Where required by law or College policy, personnel engaged in the delivery of the Services shall maintain a current Working with Children Check.

The Hospitality Partner shall maintain records demonstrating compliance and shall provide evidence upon reasonable request.

66. INDUSTRIAL RELATIONS

The Hospitality Partner shall comply with:

- Fair Work Act 2009 (Cth);
- applicable Awards;
- Enterprise Agreements (where applicable);

- National Employment Standards;
- superannuation legislation;
- workers compensation legislation;
- long service leave legislation.

The Hospitality Partner shall remain responsible for all employment obligations relating to its personnel.

67. SUCCESSION PLANNING

The Hospitality Partner shall maintain succession arrangements for Key Personnel to minimise disruption to the Services.

Succession planning shall include:

- identification of critical roles;
- cross-training;
- documented procedures;
- interim management arrangements;
- recruitment planning.

68. SERVICE CONTINUITY

The Hospitality Partner shall maintain sufficient operational resources to ensure continuity of the Services during:

- annual leave;
- personal leave;
- long service leave;
- vacancies;
- recruitment periods;
- industrial action affecting suppliers;
- unexpected increases in demand;
- emergency situations.

69. STAFF PERFORMANCE

The Hospitality Partner shall implement appropriate employee performance management processes.

Performance management shall seek to:

- a. recognise good performance;
- b. identify development opportunities;
- c. address underperformance;
- d. improve customer service;
- e. maintain operational excellence.

Where performance issues materially affect the Services, the Hospitality Partner shall take appropriate corrective action.

70. SUBCONTRACTORS

The Hospitality Partner shall not subcontract any material component of the Services without the prior written approval of the College, such approval not to be unreasonably withheld.

Approved subcontractors shall:

- comply with this Agreement to the extent applicable;
- maintain required licences and insurances;
- comply with the College's site requirements.

The Hospitality Partner remains fully responsible for the acts and omissions of its subcontractors.

71. PERSONNEL REMOVAL

Where the College reasonably believes that the conduct or performance of any employee or subcontractor presents a material risk to safety, security, compliance or the effective delivery of the Services, the College may request that the Hospitality Partner review the individual's continued involvement in the Services.

The Hospitality Partner shall promptly investigate the request and advise the College of the proposed action. Nothing in this clause prevents the Hospitality Partner from exercising its obligations as the employer in accordance with applicable employment legislation.

PART 8 – COMPLIANCE, RISK MANAGEMENT & BUSINESS CONTINUITY

72. GENERAL COMPLIANCE

72.1 Compliance with Laws

The Hospitality Partner shall comply with all applicable Commonwealth, State and Local Government legislation, regulations, standards, codes of practice and statutory requirements relevant to the delivery of the Services.

Without limitation, this includes legislation relating to:

- a. Food Safety;
- b. Workplace Health and Safety;
- c. Liquor Licensing;
- d. Employment;
- e. Privacy;
- f. Environmental Protection;
- g. Equal Opportunity;
- h. Consumer Protection;
- i. Modern Slavery;
- j. Emergency Management.

72.2 College Policies

The Hospitality Partner shall comply with all reasonable College policies and procedures notified to the Hospitality Partner from time to time, provided those policies:

- relate to the Services;
- are lawful;
- are reasonably practicable; and
- do not materially alter the commercial basis of this Agreement.

73. FOOD SAFETY

73.1 Food Safety Program

The Hospitality Partner shall implement and maintain an approved Food Safety Program that complies with all applicable food legislation.

The Program shall include documented procedures for:

- food receipt;
- storage;
- preparation;
- production;
- transportation;
- service;
- temperature monitoring;
- cleaning;

- sanitisation;
- pest management;
- waste management.

73.2 Food Safety Supervisor

The Hospitality Partner shall appoint appropriately qualified Food Safety Supervisors as required by legislation.

73.3 Audits

The Hospitality Partner shall:

- conduct regular internal food safety audits;
- cooperate with external audits;
- promptly rectify identified non-conformances;
- maintain audit records.

73.4 Food Recall

The Hospitality Partner shall maintain documented food recall procedures.

Where a food recall affects products supplied under this Agreement, the Hospitality Partner shall immediately notify the College and implement the recall procedures.

74. ALLERGEN MANAGEMENT

The Hospitality Partner shall maintain comprehensive allergen management procedures including:

- a. documented recipes;
- b. ingredient traceability;
- c. allergen identification;
- d. staff training;
- e. cross-contamination controls;
- f. communication with customers.

The Hospitality Partner acknowledges that allergen management is a critical safety obligation under this Agreement.

75. WORKPLACE HEALTH & SAFETY

75.1 General

The Hospitality Partner shall comply with all applicable Workplace Health and Safety legislation.

75.2 Safety Management

The Hospitality Partner shall maintain a documented Workplace Health and Safety Management System addressing:

- risk assessments;
- safe work procedures;
- incident reporting;
- emergency response;
- consultation;
- training;
- contractor management.

75.3 Incident Reporting

The Hospitality Partner shall notify the College as soon as reasonably practicable following any serious incident affecting:

- personnel;
- students;
- visitors;
- property;
- business continuity.

Written reports shall be provided where requested.

76. RISK MANAGEMENT

76.1 Risk Management Framework

The Hospitality Partner shall implement and maintain a Risk Management Framework appropriate to the Services.

76.2 Risk Register

The Hospitality Partner shall maintain a Risk Register identifying and assessing operational risks including:

- food safety;
- staffing;
- procurement;
- technology;
- equipment failure;
- utility failure;
- emergency events;
- supplier disruption;
- security;
- reputational risks.

The Risk Register shall be reviewed quarterly.

76.3 Risk Mitigation

The Hospitality Partner shall implement reasonable controls to minimise identified risks.

Risk controls shall be reviewed following:

- incidents;
- audits;
- legislative changes;
- operational changes;
- significant customer complaints.

77. BUSINESS CONTINUITY

77.1 Business Continuity Plan

The Hospitality Partner shall maintain a documented Business Continuity Plan.

77.2 Minimum Requirements

The Plan shall address:

- power outages;
- water interruptions;
- equipment failures;
- technology failures;
- supplier disruption;
- labour shortages;
- pandemic response;

- emergency catering arrangements;
- critical infrastructure failures.

77.3 Testing

The Hospitality Partner shall review and update the Business Continuity Plan annually. Where appropriate, elements of the Plan shall be tested in consultation with the College.

78. EMERGENCY MANAGEMENT

The Hospitality Partner shall cooperate with the College during emergencies.

Personnel shall comply with:

- evacuation procedures;
- emergency management plans;
- security directions;
- emergency services instructions.

79. INSURANCE

79.1 Required Insurance

Throughout the Term, the Hospitality Partner shall maintain:

- Public Liability Insurance;
- Product Liability Insurance;
- Workers Compensation Insurance;
- Professional Indemnity Insurance (where applicable);
- Motor Vehicle Insurance (where applicable);
- any additional insurance required by Schedule 22.

79.2 Certificates of Currency

The Hospitality Partner shall provide Certificates of Currency upon request.

79.3 Notification

The Hospitality Partner shall notify the College promptly of:

- cancellation;
- material reduction;
- non-renewal;

of any required insurance policy.

80. MODERN SLAVERY

The Hospitality Partner warrants that it maintains procurement and employment practices consistent with the Modern Slavery Act 2018 (Cth).

The Hospitality Partner shall use reasonable endeavours to ensure key suppliers comply with ethical employment standards.

81. ENVIRONMENTAL MANAGEMENT

The Hospitality Partner shall implement environmentally responsible operating practices including:

- waste minimisation;
- recycling;
- responsible procurement;
- sustainable packaging;
- efficient energy use where reasonably practicable;

- seasonal purchasing.

Performance shall be monitored through the Sustainability Framework.

82. AUDIT & REGULATORY INVESTIGATIONS

The Hospitality Partner shall cooperate with:

- regulatory inspections;
- food authority investigations;
- workplace safety inspections;
- compliance audits.

The Hospitality Partner shall promptly advise the College of:

- prohibition notices;
- improvement notices;
- prosecutions;
- licence suspensions;
- significant regulatory investigations.

83. NO MATERIAL ADVERSE EVENTS

The Hospitality Partner represents that, as at the Commencement Date:

- it is solvent;
- it is not subject to any unresolved regulatory action that would materially affect the Services;
- it has disclosed to the College any significant legal proceedings, insolvency events or liquor licensing matters occurring within the previous five (5) years.

84. REGULATORY CHANGE

Where legislation changes during the Term requiring modification to the Services, the Parties shall consult in good faith to determine the most appropriate method of implementation.

Where such changes materially affect the cost of providing the Services, the Parties shall negotiate an equitable adjustment to the commercial arrangements where appropriate.

PART 9 – LIABILITY, INDEMNITIES & FORCE MAJEURE

85. LIABILITY

85.1 General

Each Party shall be responsible for its own acts and omissions in connection with this Agreement.

Except as expressly provided in this Agreement, neither Party assumes responsibility for the acts or omissions of the other Party.

85.2 Limitation of Liability

Subject to Clauses 85.4 and 86, the aggregate liability of the Hospitality Partner arising out of or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise, shall not exceed the greater of:

- the total Fees paid or payable under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim; or
- the amount recoverable under the Hospitality Partner's applicable insurance policies, provided that such insurance has been maintained in accordance with this Agreement.

85.3 Exclusion of Consequential Loss

To the maximum extent permitted by law, neither Party shall be liable to the other for any indirect, consequential, incidental, exemplary or special loss or damage arising out of or in connection with this Agreement, including but not limited to:

- loss of profit;
- loss of revenue;
- loss of opportunity;
- loss of goodwill;
- loss of anticipated savings;
- loss of business reputation;
- business interruption;
- indirect economic loss,

whether arising in contract, tort (including negligence), equity or otherwise.

85.4 Exclusions

The limitations contained within Clauses 85.2 and 85.3 shall not apply to liability arising from:

- a. fraud or fraudulent misrepresentation;
- b. wilful misconduct;
- c. death or personal injury caused by negligence;
- d. liability that cannot lawfully be excluded or limited;
- e. breaches of confidentiality under Clause 91 where such breach results from wilful misconduct.

86. INDEMNITIES

86.1 Hospitality Partner Indemnity

The Hospitality Partner indemnifies the College against all Loss suffered or incurred by the College arising directly from:

- a. the negligent acts or omissions of the Hospitality Partner;
- b. breach of this Agreement by the Hospitality Partner;
- c. unlawful acts or omissions of the Hospitality Partner or its Personnel;
- d. damage to tangible property caused by the Hospitality Partner.

This indemnity is reduced proportionately to the extent that any Loss is caused or contributed to by the College.

86.2 College Indemnity

The College indemnifies the Hospitality Partner against all Loss suffered or incurred by the Hospitality Partner arising directly from:

- a. the negligent acts or omissions of the College;
- b. unsafe conditions of the College Premises that were not caused by the Hospitality Partner;
- c. unlawful directions issued by the College;
- d. breach of this Agreement by the College.

This indemnity is reduced proportionately to the extent that any Loss is caused or contributed to by the Hospitality Partner.

86.3 Duty to Mitigate

Each Party shall use reasonable endeavours to mitigate any Loss for which it seeks to make a claim under this Agreement.

86.4 Notice of Claim

A Party seeking to rely upon an indemnity shall:

- a. notify the other Party as soon as reasonably practicable after becoming aware of the relevant claim;
- b. provide reasonable particulars of the claim;
- c. cooperate in the investigation and defence of the claim.

Failure to provide prompt notice shall not invalidate an indemnity except to the extent that the other Party has been materially prejudiced.

87. FORCE MAJEURE

87.1 Definition

For the purposes of this Agreement, a **Force Majeure Event** means an event beyond the reasonable control of the affected Party that prevents or materially delays the performance of its obligations under this Agreement.

Without limitation, a Force Majeure Event includes:

- a. natural disasters;
- b. flood;
- c. fire;
- d. earthquake;
- e. cyclone;
- f. pandemic or epidemic;
- g. declared public health emergency;
- h. acts of terrorism;
- i. civil disturbance;
- j. war;
- k. industrial action not involving the affected Party's own workforce;
- l. government restrictions or directions;
- m. interruption to electricity, gas, water or telecommunications services beyond the reasonable control of the affected Party;
- n. widespread cyber incidents affecting critical infrastructure or essential systems;
- o. significant disruption to domestic supply chains beyond the reasonable control of the affected Party;
- p. any other event that could not reasonably have been anticipated or avoided.

87.2 Notification

The affected Party shall notify the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event.

The notice shall include:

- the nature of the event;
- anticipated duration;
- affected obligations;
- proposed mitigation measures.

87.3 Suspension of Obligations

The obligations affected by the Force Majeure Event shall be suspended only for the period during which the Force Majeure Event prevents performance.

The affected Party shall continue to perform all obligations that are not prevented by the Force Majeure Event.

87.4 Mitigation

The affected Party shall use all reasonable endeavours to:

- a. minimise the effects of the Force Majeure Event;
- b. resume normal performance as soon as reasonably practicable;
- c. keep the other Party informed of material developments.

87.5 Prolonged Force Majeure

Where a Force Majeure Event continues for more than ninety (90) consecutive days and materially prevents the delivery of the Services, either Party may request a meeting to determine an appropriate course of action. If the Parties are unable to reach agreement within thirty (30) days of that meeting, either Party may terminate this Agreement by providing thirty (30) days' written notice.

PART 10 – INTELLECTUAL PROPERTY, CONFIDENTIALITY & PRIVACY

88. INTELLECTUAL PROPERTY

88.1 Existing Intellectual Property

Each Party retains ownership of all Intellectual Property owned or developed by that Party prior to the Commencement Date or independently of this Agreement.

Nothing in this Agreement transfers ownership of any Existing Intellectual Property.

88.2 Hospitality Partner Intellectual Property

Without limitation, the Hospitality Partner retains ownership of its Intellectual Property including:

- a. recipes;
- b. menu development methodologies;
- c. culinary techniques;
- d. operating manuals;
- e. standard operating procedures;
- f. policies and procedures;
- g. software;
- h. dashboards;
- i. reporting templates;
- j. training materials;
- k. procurement methodologies;
- l. technology platforms;
- m. branding;
- n. know-how.

88.3 College Intellectual Property

The College retains ownership of its Intellectual Property including:

- a. College branding;
- b. logos;
- c. trademarks;
- d. student information;
- e. College publications;
- f. photographs owned by the College;
- g. College policies;
- h. academic materials.

88.4 Licence

Each Party grants the other a non-exclusive, non-transferable, royalty-free licence to use its Intellectual Property only to the extent reasonably necessary for the performance of this Agreement.

The licence automatically terminates upon expiry or termination of this Agreement.

88.5 New Intellectual Property

Any Intellectual Property created specifically for the College under this Agreement shall belong to the College unless otherwise agreed in writing.

Where the Hospitality Partner incorporates its Existing Intellectual Property into newly created material, ownership of the underlying Existing Intellectual Property shall remain with the Hospitality Partner. The College shall receive a perpetual licence to use such material solely for its internal business purposes.

89. CONFIDENTIALITY

89.1 Confidential Information

Each Party shall keep confidential all Confidential Information obtained in connection with this Agreement.

Confidential Information includes, without limitation:

- financial information;
- pricing;
- student information;
- operational information;
- procurement information;
- recipes;
- business processes;
- technology;
- security arrangements;
- reports;
- commercial strategies.

89.2 Obligations

Neither Party shall disclose Confidential Information except:

- a. with the written consent of the other Party;
- b. where required by law;
- c. to professional advisers;
- d. to insurers;
- e. to auditors;
- f. where necessary for performance of this Agreement.

Recipients shall be subject to confidentiality obligations no less onerous than those contained within this Agreement.

89.3 Exceptions

Confidential Information does not include information which:

- a. is publicly available;
- b. becomes publicly available other than through breach of this Agreement;
- c. was lawfully known prior to disclosure;
- d. is independently developed.

89.4 Return of Information

Upon expiry or termination of this Agreement each Party shall, upon request:

- return Confidential Information;
- securely destroy electronic copies where appropriate;
- certify destruction if requested,

except where retention is required by law.

90. PRIVACY

90.1 Compliance

Each Party shall comply with:

- the Privacy Act 1988 (Cth);
- Australian Privacy Principles;
- applicable privacy legislation;
- any College privacy policies notified to the Hospitality Partner.

90.2 Collection of Information

The Hospitality Partner shall collect only such personal information as is reasonably necessary for the delivery of the Services.

90.3 Use of Information

Personal information shall only be used:

- a. to deliver the Services;
- b. to administer this Agreement;
- c. where authorised by law;
- d. with the consent of the individual.

90.4 Disclosure

The Hospitality Partner shall not disclose personal information to third parties except:

- a. where authorised by the individual;
- b. where required by law;
- c. where reasonably necessary for performance of this Agreement.

90.5 Data Security

The Hospitality Partner shall implement reasonable administrative, physical and technical safeguards to protect personal information from:

- unauthorised access;
- disclosure;
- misuse;
- loss;
- alteration;
- destruction.

91. DATA GOVERNANCE

91.1 Operational Data

Operational data generated specifically for Trinity College shall remain accessible to the College throughout the Term.

Operational data includes:

- meal attendance;
- customer feedback;
- function activity;
- sustainability reporting;
- procurement reporting;
- KPI reporting.

91.2 Reporting Data

The Hospitality Partner may retain copies of anonymised operational data for:

- benchmarking;
- continuous improvement;

- reporting;
- business analysis,

provided that no personally identifiable information is disclosed.

91.3 Data Retention

Data shall be retained for the period required by law or for seven (7) years, whichever is longer.

92. CYBER SECURITY

92.1 Security

The Hospitality Partner shall maintain appropriate cyber security measures having regard to the nature of the Services.

These measures may include:

- multi-factor authentication;
- password management;
- role-based security;
- secure backups;
- system monitoring;
- malware protection;
- software patching;
- incident response procedures.

92.2 Security Incident

The Hospitality Partner shall notify the College promptly following any material cyber security incident affecting College information.

The notification shall include:

- nature of the incident;
- information affected;
- actions taken;
- proposed remediation.

92.3 Business Continuity

Cyber security arrangements shall form part of the Hospitality Partner's Business Continuity Plan.

93. PUBLICITY

Neither Party shall issue any public announcement or media release relating to this Agreement without the prior written approval of the other Party, except where disclosure is required by law or applicable stock exchange rules.

Nothing in this clause prevents the Hospitality Partner from identifying Trinity College as a client after commencement of the Agreement, provided such use is first approved by the College.

94. RECORDS & DOCUMENTS

The Hospitality Partner shall maintain complete and accurate records relating to the Services.

Upon reasonable request, the College may inspect records directly relevant to the administration of this Agreement.

Nothing in this clause requires disclosure of commercially sensitive information unrelated to the Services.

PART 11 – DISPUTE RESOLUTION, DEFAULT, TERMINATION & TRANSITION

95. GOOD FAITH

95.1 General

The Parties acknowledge that this Agreement is intended to establish a long-term strategic partnership. Accordingly, each Party shall:

- a. act honestly, reasonably and in good faith;
- b. cooperate with the other Party;
- c. avoid unnecessary disruption to the Services;
- d. consult before implementing significant operational changes;
- e. use reasonable endeavours to resolve issues promptly.

Nothing in this clause limits either Party's legal rights under this Agreement.

96. DISPUTE RESOLUTION

96.1 Notification

If a dispute arises in connection with this Agreement, either Party may give written notice describing:

- the nature of the dispute;
- relevant background;
- desired outcome.

96.2 Operational Resolution

Within five (5) Business Days of receiving the notice, the Contract Representatives shall meet in good faith to attempt to resolve the dispute.

96.3 Executive Resolution

If the dispute remains unresolved after ten (10) Business Days, the dispute shall be referred to senior executives of each Party.

Senior executives shall meet within ten (10) Business Days.

96.4 Mediation

If the dispute has not been resolved within twenty (20) Business Days after referral to senior executives, either Party may refer the dispute to mediation.

The mediator shall be appointed by agreement or, failing agreement, by the President of the Law Institute of Victoria.

Unless otherwise agreed:

- mediation shall occur in Melbourne;
- costs shall be shared equally;
- mediation shall be confidential.

96.5 Court Proceedings

Except where urgent interlocutory relief is required, neither Party may commence court proceedings until the dispute resolution procedure has been completed.

97. DEFAULT

97.1 Events of Default

A Party commits an Event of Default if it:

- a. materially breaches this Agreement;
- b. repeatedly fails to meet critical Service Standards after reasonable opportunity to remedy;
- c. becomes insolvent;
- d. abandons the Services;
- e. fails to maintain required insurances;

- f. loses licences necessary to perform the Services;
- g. commits fraud or serious misconduct.

97.2 Notice to Remedy

Where an Event of Default occurs, the non-defaulting Party may issue a written Notice to Remedy.

The Notice shall specify:

- the default;
- required corrective action;
- timeframe for remedy.

Unless otherwise stated, the defaulting Party shall have twenty (20) Business Days to remedy the default.

97.3 Failure to Remedy

If the default is not remedied within the specified period, the non-defaulting Party may:

- a. require implementation of a Performance Improvement Plan;
- b. suspend affected Services where reasonably necessary;
- c. terminate this Agreement in accordance with Clause 100.

98. SUSPENSION OF SERVICES

98.1 Suspension

The College may require temporary suspension of part of the Services where reasonably necessary due to:

- emergencies;
- safety risks;
- regulatory requirements;
- Force Majeure.

The Parties shall consult regarding the operational and financial consequences of any suspension.

98.2 Partial Suspension

Where only part of the Services is suspended, the Hospitality Partner shall continue to perform all unaffected Services.

99. INSOLVENCY

A Party may terminate this Agreement immediately by written notice if the other Party:

- a. enters liquidation;
- b. appoints an administrator or receiver;
- c. ceases carrying on business;
- d. becomes unable to pay its debts as and when they fall due;
- e. enters into any arrangement with creditors.

100. TERMINATION

100.1 Termination for Default

Either Party may terminate this Agreement where:

- a. an Event of Default has occurred;
- b. a Notice to Remedy has been issued;
- c. the default has not been remedied.

100.2 Termination by Mutual Agreement

The Parties may terminate this Agreement at any time by mutual written agreement.

100.3 Force Majeure

Termination arising from Force Majeure shall be governed by Clause 87.

100.4 Accrued Rights

Termination shall not affect any rights or obligations accrued prior to the date of termination.

101. TRANSITION ASSISTANCE

101.1 General

Upon expiry or termination of this Agreement, the Hospitality Partner shall cooperate with the College to facilitate an orderly transition of the Services.

The objective is to minimise disruption to students, staff and College operations.

101.2 Transition Plan

The Hospitality Partner shall prepare a Transition Plan including:

- transition timetable;
- key personnel;
- communication plan;
- operational milestones;
- risk management;
- responsibilities.

101.3 Transition Assistance

During the Transition Period, the Hospitality Partner shall provide reasonable assistance including:

- a. operational handover;
- b. supplier information;
- c. equipment registers;
- d. inventory records;
- e. maintenance records;
- f. menu cycles;
- g. function bookings;
- h. procurement information;
- i. food safety documentation;
- j. training records;
- k. operational reports;
- l. sustainability reports;
- m. KPI reports.

101.4 Technology Transition

Where requested by the College, the Hospitality Partner shall provide reasonable assistance to facilitate the transition of College-owned operational data to the incoming provider.

The Hospitality Partner shall not be required to transfer:

- proprietary software;
- source code;
- intellectual property;
- confidential methodologies;
- proprietary reporting systems,

unless otherwise agreed.

101.5 Final Reconciliation

Within thirty (30) Business Days following expiry or termination, the Parties shall reconcile all outstanding accounts arising under this Agreement.

102. NOTICES

All notices required under this Agreement shall:

- a. be in writing;
- b. be signed by an authorised representative;
- c. be delivered by hand, registered post or electronic mail;
- d. be sent to the addresses specified in Schedule 1 or as otherwise notified.

A notice is deemed received:

- if delivered by hand, on delivery;
- if sent by registered post, three (3) Business Days after posting;
- if sent electronically, at the time the email leaves the sender's server unless an error message is received.

103. VARIATIONS

No amendment or variation to this Agreement shall be effective unless:

- a. made in writing; and
- b. signed by authorised representatives of both Parties.

104. ASSIGNMENT

Neither Party may assign, novate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

105. WAIVER

Failure by either Party to exercise any right under this Agreement shall not constitute a waiver of that right.

A waiver shall only be effective if made in writing.

106. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

107. ENTIRE AGREEMENT

This Agreement, including its Schedules, constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations and agreements concerning its subject matter.

108. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

109. EXECUTION

This Agreement may be executed:

- a. in counterparts;
 - b. electronically;
 - c. by digital signature,
- each of which shall constitute an original and together constitute one instrument.

EXECUTION PAGE

EXECUTED as an Agreement.

EXECUTED by TRINITY COLLEGE

Signature: _____

Name: _____

Position: _____

Date: _____

**EXECUTED for and on behalf of
PETER ROWLAND GROUP PTY LTD
ABN 62 620 842 300**

Signature: _____

Malcolm Hurst

Chief Operating Officer

Date: _____

FINAL SCHEDULES

The following Schedules form part of this Agreement:

Schedule 1 – Commercial Particulars

Schedule 2 – Service Delivery Specification

Schedule 3 – Mobilisation & Transition Plan

Schedule 4 – Governance Framework

Schedule 5 – Organisation Structure

Schedule 6 – KPI Framework

Schedule 7 – Reporting Framework

Schedule 8 – Technology & Digital Services

Schedule 9 – Student Experience Program

Schedule 10 – Sustainability Framework

Schedule 11 – Procurement Framework

Schedule 12 – Food Safety Program

Schedule 13 – Risk Register & Business Continuity Plan

Schedule 14 – Insurance Requirements

Schedule 15 – Annual Business Planning Process

Schedule 16 – Innovation & Continuous Improvement Framework

Schedule 17 – Residential Dining Standards

Schedule 18 – Retail Café Service Standards

Schedule 19 – Function & Event Service Standards

Schedule 20 – Transition-Out Procedure

END