



UNIVERSITY OF WOLLONGONG

Master Supply Agreement

TERMS AND CONDITIONS

Between:

UNIVERSITY OF WOLLONGONG

(ABN 61 060 567 686)

Northfields Avenue

University of Wollongong NSW 2522 (the **University**)

And

Compass Group Education Hospitality Services Pty Ltd

(ABN 60 129 203 998)

35-51 Mitchell St

McMahons Point NSW 2060 (the **Supplier**)

RECITALS:

- A) The University has the exclusive right to occupy the Student Residence Facilities specified in Schedule 1.
- B) The University has undertaken a procurement process under request for tender and has selected the Supplier to provide the Services.
- C) The University has requested that the Supplier conduct and manage the Services at the Premises.
- D) The Supplier has agreed to provide the Services and any Additional Services on the terms and conditions contained in this MSA.
- E) The parties now wish to evidence their agreement.

IT IS AGREED by the parties as follows.

1. GENERAL DEFINITIONS

In this Master Supply Agreement and any Work Order, words and phrases in the first column of the table below have the meaning attributed to them in the second column of the table:

TERM	DEFINITION
Additional Services	means the optional additional offerings described in the Tender Proposal that the University may engage the Supplier to supply in addition to the Services, using a Work Order.
Agreement	means these Master Supply Agreement Terms and Conditions together with an executed Work Order and includes any attachments, schedules and annexures to that Work Order.
Business Day	means a day from Monday to Friday 9 am to 5 pm, other a public holiday, in Wollongong, NSW.
Capital Expenditure Funding	means funding contributed or expended by the Supplier in accordance with clause 33.
Confidential Information	means all data, documentation or information (“Information”) disclosed by one Party to the other Party relating to the provision of Services and/or Additional Services that is by its nature confidential, or that the disclosing Party has designated as confidential, but does not include: (a) Information in the public domain other than by breach of these Terms and Conditions; (b) Information already known to the receiving Party at the time of disclosure; or (c) Information that is authorised or required to be disclosed by law.
Conflict of Interest	means the Supplier or its personnel engaging in any activity, or obtaining any interest, whether pecuniary or non-pecuniary, which is likely to, has the potential to, or could be perceived to, restrict the Supplier or its personnel from performing its obligations under this MSA or an Agreement in an objective manner and consistently with the terms of this MSA or an Agreement.
Contract Price	means the amounts for Standard Meal Services at Campus East and International House specified in, or calculated in accordance with Schedule 3 - Pricing Schedule
Deliverable	means any item that is to be provided under this MSA or any Work Order including any outputs from the Services and Additional Services.
Delivery Date	means the date or dates specified as such for the delivery of the Services or Additional Services provided under this MSA or any Work Order.

Delivery Location	means the location for delivery of Services or Additional Services as specified in this MSA or any Work Order.
Effective Date	1 February 2026
End Date	Three (3) years after the Effective Date.
GST	has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Information	has the meaning given to it within the definition of Confidential Information.
Intellectual Property or IP	means all intellectual property rights, including: (a) patents, plant breeder's right, copyright, rights in circuit layouts, registered designs, trade marks, and any right to have Confidential Information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes Moral Rights and similar non-assignable personal rights of any person.
IT Policies & Guidelines	means policies and guidelines regarding use of the University's telecommunications network and facilities, available online https://www.uow.edu.au/about/policy/as updated from time to time.
Key Performance Indicators or KPIs	means the key performance indicators specified in Schedule 4, as amended from time to time by the parties
Master Supply Agreement or MSA	means these Terms and Conditions, together with any attachments, schedules and annexures to this document.
Modern Slavery	has the meaning given in the <i>Modern Slavery Act 2018</i> (Cth) and any corresponding State or Territory legislation.
Moral Rights	means in relation to an author: (a) a right of attribution of authorship; or (b) a right not to have authorship falsely attributed; or (c) a right of integrity of authorship.
Party or Parties	means either the University or the Supplier, as the context permits, and "Parties" shall mean both of them.
Premises	means those parts of the Student Residence Facilities that the Supplier reasonably requires access to for the purposes of performing the Services and/or Additional Services.
Service Credits	means a credit which arises where a prescribed minimum Service Level is not met, the application and calculation of which will be finalised with the KPIs (Schedule 4) or set out in the relevant Work Order.
Service Levels	means specific expectations of the University measured in relation to levels of performance as specified in Schedules 2 and 4 and any Work Order.
Services	means the catering services to be provided by the Supplier in accordance with the terms of this Agreement and as detailed in Schedule 2
Services Location	means the locations for performance of Services or Additional Services as specified in Schedule 1 or a Work Order.
Student Residence Facility	means a facility providing accommodation for University students, as specified in Schedule 1
Student Residence Manager	means a University employee who manages one or more of the Student Residence Facility, as notified by the University to the Supplier from time to time.

Supplier	means the person or entity providing the Services and/or any Additional Services as named in this Master Supply Agreement and any Work Order.
Supplier Code of Conduct	means the University's statement of its procurement commitments and the corresponding behaviours expected of its suppliers, which may be updated from time to time and published at: https://documents.uow.edu.au/content/groups/public/@web/@gov/documents/doc/uow058712.pdf or at another location on its publicly-accessible website as communicated by UOW from time to time.
Supplier Personnel	means a person who is employed or otherwise engaged by the Supplier in carrying out the Services and/or any Additional Services.
Tender Proposal	means the document/s provided by the Supplier that contain the Supplier's response to the University's Request for Expressions of Interest, Request for Tender, or Request for Proposal, or similar documentation containing a commercial proposal by the Supplier to offer the Services and Additional Services. These are attached at Annexure B.
Tender Specifications	means document/s issued by the University that contain specifications or standards for the services sought by the University, and include but are not limited to Requests for Expressions of Interest, Requests for Tender, or Request for Proposal. The Tender Specifications are attached at Annexure A.
Term	means the duration of this MSA as set out in clause 3.
University	means the University of Wollongong (ABN 61 060 567 686), acting on behalf of itself and any of its related entities where authorised by those related entities from time to time.
University Plant & Equipment	means plant, equipment, machinery and furniture owned by, held by or purchased by or on behalf of the University and made available to the Supplier for the sole purpose of providing the Services and/or any Additional Services. For the avoidance of doubt, this includes, without limitation all cooking, serving and cleaning appliances and equipment, kitchenware, china, crockery, cutlery, glassware, tableware and utensils located in the Premises at the Effective Date or purchased by or on behalf of the University during the Term.
WHS Policies & Procedures	means policies and procedures regarding the University's workplace, health and safety requirements, available online from http://staff.uow.edu.au/ohs/index.html , as updated from time to time.
Work Order	means the document by which the University will engage the Supplier to provide the Additional Services under this MSA once executed by both Parties, and which includes or incorporates all details relevant to that specific engagement. The Work Order will be in the form set out at Attachment A.

2. INTERPRETATION

The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply:

- 2.1 Words in singular are deemed to include the plural and vice versa.
- 2.2 Headings and subheadings are inserted for convenience only and shall not be used to interpret the text.
- 2.3 Words denoting a natural person shall include a corporation and vice versa.
- 2.4 If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- 2.5 A provision of this MSA must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the MSA or the inclusion of that provision in the MSA.
- 2.6 All references to dollars or \$ are to Australian dollars.
- 2.7 A reference to:

- (a) the word “including” is not to be construed as an expression of limitation;
- (b) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (c) a policy, document or agreement, or a provision of a policy, document or agreement, is to that policy, document, agreement or provision as amended, supplemented, replaced or novated;
- (d) a party to this Agreement or to any other agreement or document includes a successor in title, permitted substitute or a permitted assign of that party; and
- (e) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person.

3. TERM OF THIS MASTER SUPPLY AGREEMENT

- 3.1 This MSA commences on the Effective Date and continues until the End Date (if any), unless it is validly terminated earlier in accordance with these terms or extended pursuant to this clause 3.
- 3.2 The University may, at its sole discretion, extend this MSA beyond the:
- (a) End Date for a further period of 12 months (**the Renewal Term**); and
 - (b) the Renewal Term for up to two further periods of 12 months, on the same terms and conditions by giving the Supplier notice in accordance with clause 3.3 and/or the end of the Renewal Term (as applicable).
- 3.3 If the University wishes to extend the Term for the Renewal Term, the University must notify the Supplier in writing of the period of the proposed extension, specifying a new End Date and any proposed additional Capital Funds contribution, at least six months prior to the End Date.
- 3.4 The Term of this MSA will be extended pursuant to this clause, provided:
- (a) the Supplier accepts the offer within 30 calendar days of receiving the notification from the University, or within such other time period agreed by the parties; and
 - (b) the agreement to extend the Term, the new End Date and agreed Capital Funds is evidenced in writing and signed by an authorised representative of each party.
- 3.5 The University may extend the Term more than once in accordance with this clause 3, provided that the total Term does not exceed 6 years.
- 3.6 Each of the time periods described in clauses 3.1 and 3.2 above (as applicable) constitutes the “**Term**” of this MSA, and Term includes any extension periods entered into pursuant to clause 3.2 0 above.

4. WORK ORDERS

- 4.1 The University and the Supplier agree that from time to time, the University may engage the Supplier to provide Additional Services, and the Supplier will supply those Additional Services in accordance with these MSA Terms and Conditions and any relevant executed Work Orders made under it.
- 4.2 Each Work Order (including any attachments, schedules and annexures to it) will form a separate contractual engagement governed by these MSA Terms and Conditions once signed by both Parties (both documents together, an “**Agreement**”).
- 4.3 Each Agreement initiated by a Work Order commences on the Commencement Date set out in the relevant Work Order and continues to the Expiry Date set out in the relevant Work Order, unless earlier terminated in accordance with these MSA Terms and Conditions.
- 4.4 Each Agreement operates independently in accordance with its terms until it has been terminated or fully discharged, and may run concurrently with other Agreements under this same MSA.
- 4.5 Any Special Conditions specified in a Work Order prevail over these MSA Terms and Conditions to the extent of any inconsistency.

- 4.6 Where a Purchase Order is raised in connection with this MSA or any Work Order, the terms of this MSA will apply to that Purchase Order and prevail over any other terms and conditions attached to or referred to in the Purchase Order.
- 4.7 Similarly, no confirmation, shipment or delivery docket, invoice or other document issued by or on behalf of the Supplier or the University in relation to the Additional Services provided under a Work Order will override, vary or form part of an Agreement.

5. SERVICES

5.1 General

- (a) The Supplier must provide the Services and any Additional Services at the Premises in accordance with and for the duration of this MSA.
- (b) In consideration for the due performance of the Services and/or any Additional Services, the University must pay the Supplier in accordance with the terms of this MSA and any relevant Work Order.

5.2 Performance of the Services Generally

Without limiting any warranties given by or obligations of the Supplier under this MSA, the Supplier must:

- (a) comply with the University's lawful and reasonable directions relating to the performance of the Services and/or any Additional Services including:
- (i) act immediately upon a direction from the University;
 - (ii) notify the University in writing within five (5) Business days after the date of the direction of the steps that have been or will be taken by the Supplier to comply with the direction; and
 - (iii) comply with the direction as soon as practicable, except where in the Supplier's expert opinion as service provider qualified to provide services of that nature, the direction by the University would result in an actual or risk of work health and safety issue;
- (b) attend and participate as required by the University in meetings with the University, the University representatives and other contractors; and
- (c) provide information as required by the University in relation to the performance of the Services and/or any Additional Services and performance against the Key Performance Indicators.

6. NO MINIMUM COMMITMENT OR EXCLUSIVITY

- 6.1 By entering into these MSA Terms and Conditions, the University is not obliged to commit to any minimum level of engagement with the Supplier.
- 6.2 Neither the MSA nor any Agreement creates an exclusive supply arrangement between the University and the Supplier.
- 6.3 The Supplier acknowledges and agrees that the University may, in its absolute discretion, engage a third party (who is not a party to this MSA) to provide services the same as or similar to the Services or any Additional Services at the Premises or otherwise within the University during the Term and there is no exclusivity to the Supplier or any right of the Supplier to make any claim whatsoever due to the non-exclusivity.

7. NOMINATED CONTACTS & MANAGEMENT MEETINGS

7.1 Contract Representatives

Each party must ensure its Contract Representatives are available at all reasonable times for consultation with the other party in connection with any and all matters related to the overall management of this MSA.

7.2 Contract Representative Meetings

The Contract Representatives, or their nominees, will attend meetings at such times and locations as may be agreed upon between the parties from time to time. Minutes will be taken by the parties, in which case

both Contract Representatives, or nominees, will be required to sign the minutes to signify that they are a true and correct record of discussions undertaken at the meeting.

7.3 Management of Day to Day Matters

- (a) Each party must ensure its nominated representatives will be available at all reasonable times for consultation with the nominated representatives of the other party in connection with any and all day-to-day matters related to Services delivered at each Student Residence Facility under this MSA.
- (b) The University confirms that, for the purposes of this clause 7.3, its nominated representative is the Student Residence Manager for the relevant Student Residence Facility.

7.4 Monthly Site Management Meetings

Senior Manager, Student Residence for each Student Residence Facility, or their nominees, and the Supplier's nominated representatives must meet monthly to discuss day-to-day matters related to Services delivered at the relevant Student Residence Facility. Minutes will be taken by the parties, in which case both representatives attending the meeting will be required to sign the minutes to signify that they are a true and correct record of discussions undertaken at the meeting.

8. THE SUPPLIER'S OBLIGATIONS

8.1 General Obligations

For the duration of this MSA and subject to the terms and conditions of this MSA and any Agreement, in providing the Services and/or any Additional Services, the Supplier must (and must ensure that its Supplier Personnel and Subcontractors):

- (a) provide all necessary Supplier Personnel to perform the Services and any Additional Services
- (b) perform the Services and any Additional Services to the reasonable satisfaction of the University and within reasonable time frames required by the University;
- (c) make all reasonable endeavours to obtain, at its own cost, all permits, consents, licences and other similar approvals necessary to perform its obligations under this MSA and any Agreement;
- (d) ensure that any plant, equipment or machinery supplied by Supplier and used by it to carry out the Services and any Additional Services is properly maintained and kept in good working order and condition;
- (e) comply with all statutory requirements including but not limited to all applicable Laws, WHS Law, applicable industry standards and awards, and Standards and Codes of Practice;
- (f) provide all necessary supervision of Supplier Personnel when carrying out the Services and/or any Additional Services;
- (g) comply with, and ensure its Supplier Personnel comply with, the University's by-laws, policies (including but not limited to the University Code of Conduct), procedures and guidelines including those relating to security, privacy, health and safety, discrimination and harassment, close personal relationships, smoke-free University, IT, parking, campus access and order, and residence rules, as updated from time to time;
- (h) in performing the Services and any Additional Services, take all reasonable steps to keep the Premises in an orderly state and in such a condition as to avoid nuisance and danger to persons and damage to property;
- (i) be responsible for all repair or replacement of University Plant & Equipment where such repair or replacement is required due to any wilful or negligent act or omission of Supplier Personnel, fair wear and tear excepted;
- (j) use only materials that meet all or any industry standards for the Services and any Additional Services, that are fit for the purpose as expressly stated in, or reasonably inferred from this MSA and a Work Order;
- (k) ensure the Services and any Additional Services are completed to a high standard in accordance with best practice;
- (l) satisfactorily complete, and ensure all Supplier Personnel complete, all training required by the University (including access, safety and anti-discrimination);
- (m) keep the University regularly informed of all matters relevant to the Services and any Additional Services;
- (n) meet all the Key Performance Indicators;
- (o) do the work needed to provide the Services and any Additional Services or do the work through Supplier Personnel who have appropriate qualifications and skills. If Key Supplier Personnel are

- specified in Schedule 1, the Supplier must do the work needed to provide the Services and any Additional Services through its Key Supplier Personnel;
- (p) perform the Services and any Additional Services with the degree of skill, care, competence and diligence expected of appropriately qualified, skilled tradesmen, technical or professional persons and contractors experienced in the provision of services of the type set out in Schedule 2;
 - (q) ensure that all, plant, materials, goods, workmanship and methods used by the Supplier and/or its Supplier Personnel:
 - (i) are suitable in all respects for their intended purpose;
 - (ii) meet the requirements set out in this MSA and any Agreement;
 - (iii) not infringe any protected rights; and
 - (iv) comply with all applicable Laws, the University by-laws and regulations, and Standards and Codes of Practice
 - (r) ensure that unless otherwise specified, all materials and goods are in excellent condition and of a kind which are consistent with the nature and character of the part of the Services and any Additional Services for which they are used; and any Additional Services
 - (s) allow University to inspect, examine or test, where relevant, any part of the Services or component of the Services and any Additional Services including any property or equipment the subject of the Services and any Additional Services;
 - (t) obtain the written consent of the University, prior to engaging any Subcontractor to assist in providing the Services or any Additional Services. The Supplier remains fully responsible and liable for the performance of all work provided under this MSA or any Agreement and for all costs incurred with respect to its Subcontractors; and
 - (u) must take all reasonable steps to avoid causing the activation of the fire alarm system at the Premises. The Supplier will reimburse the University for any costs or charges it incurs as a result of any activation of the fire alarm system caused by the negligent actions or omissions of the Supplier or Supplier Personnel, except where the activation was due to a reasonable belief that an emergency existed.

8.2 University Plant & Equipment

The Supplier:

- (a) acknowledges and agrees that all plant, equipment and machinery located in the Premises at the Effective Date are deemed to be University Plant & Equipment;
- (b) must review the list of University Plant & Equipment, including condition of such University Plant & Equipment (Asset Register), provided to the Supplier and confirm its agreement with the Asset Register, on or as soon as practicable after the Effective Date;
- (c) on each anniversary of the Effective Date during the Term and upon request from the University, must audit and report to the University on the quantity and condition of University Plant & Equipment listed on the Asset Register, including providing recommendations regarding the desirability of replacing or supplementing the University Plant & Equipment; and
- (d) will be responsible for all repair or replacement of University Plant & Equipment where such repair or replacement is required due to any wilful or negligent act or omission of Supplier Personnel, fair wear and tear excepted.

9. SUPPLIER PERSONNEL

9.1 Engagement of the Supplier Personnel

General

- (a) The Supplier must:
 - (i) ensure that the Services and any Additional Services are performed by persons who are fit and proper, and suitable to perform the Services and Additional Services; and
 - (ii) not employ or engage any person to perform the Services and/or any Additional Services or permit any person to participate in carrying out the Services and/or any Additional Services who has been found guilty of an indictable offence.

9.2 Entitlement to work in Australia

- (a) The Supplier:
 - (i) warrants that each of its Supplier Personnel is entitled to work in Australia; and
 - (ii) must have procedures in place to ensure, and must verify in accordance with the Migration Act 1958 (Cth), that each of its Supplier Personnel is entitled to work in Australia. On

request by the University the Supplier must provide, within seven (7) Business Days, evidence that it is complying with its obligations under this clause 9.2(a).

9.3 Working With Children Check

- (a) The Supplier:
- (i) acknowledges that the Supplier Personnel may have unsupervised direct contact with children whilst undertaking the Services and/or any Additional Services and that this may qualify as 'child-related work' under the Child Protection (Working With Children) Act 2012 (NSW); and
 - (ii) as a result, must at its own cost and prior to engaging them to work at any Premises, certify that its Supplier Personnel are not a 'prohibited person' under any child protection laws and undertake screening, including 'Working with Children Checks', on all the Supplier Personnel prior to engaging them to work at any Premises.

9.4 Changes to Key Supplier Personnel

- (a) Where there is a change of Key Supplier Personnel, such as Site Managers, the Supplier must notify the University of such change as soon as possible.

9.5 Investigation of Complaints

- (a) If the University Contract Representative notifies the Supplier of any complaints received about the Supplier Personnel, including any breach of any University policy, procedure or rule, including but not limited to those referred to in 8.1(g), the Supplier agrees to investigate such complaints in a timely manner and review the performance of the Supplier Personnel.
- (b) The University in its absolute discretion may by Notice in writing from the University Contract Representative to the Supplier require that any Supplier Personnel, employee, agent or subcontractor be removed, within a stated time, from any activity involved in performing the Services and/or any Additional Services. Upon receipt of such Notice the specified Supplier Personnel, employee, agent or subcontractor is to be removed within the time specified in the Notice.
- (c) The Supplier shall not, without the previous written approval of the University, reinstate in the performance of this MSA or an Agreement any Supplier Personnel, employee, agent or subcontractor removed as described 9.5(b).

9.6 Identification and Presentation of the Supplier Personnel

- (a) The Supplier must ensure the Supplier Personnel wear an identifiable uniform bearing the Supplier's name while they are at the Premises.
- (b) The University may also direct the Supplier as to the required standard of cleanliness, repair and presentation of uniforms and clothing.

9.7 Qualifications, Training and Knowledge

The Supplier must ensure that all the Supplier Personnel:

- (a) have training, skills and knowledge appropriate to undertake the Services and any Additional Services and in a professional and safe manner;
- (b) are adequately supervised to ensure that all Services and any Additional Services are delivered in accordance with the requirements of this MSA and any Agreement, and any relevant legislation and Australian Standards; and
- (c) without limiting the requirement in paragraph 9.7(a) that within one month of commencement and for not less than two half days per year, undertake training as agreed between the parties which will enhance their understanding of safe work practices and other operational requirements as relevant to the performance of the Services and any Additional Services required under this MSA or an Agreement.

9.8 Award Wages and Conditions

Applicable Award Rates

- (a) The Supplier must ensure all the Supplier Personnel are paid wages at rates and employed under conditions of employment and safety not less favourable than those established by any law of the Commonwealth or State in which the person is employed to perform Services and any Additional Services of the same character in the trade or industry concerned. All increases in wages or other entitlements applicable to the Supplier Personnel must be passed on to them in full and promptly.

Declaration of Payment At Award Rates

- (b) Before paying any monies to the Supplier under this MSA or an Agreement, the University may require the Supplier to give the University a statutory declaration by a representative of the Supplier who is in a position to know the facts attested to, that:
 - (i) all employees who have at any time been engaged to perform the Services and any Additional Services under this MSA or Agreement have been paid in full all amounts payable to them by the Supplier in respect of their employment on the Services under this MSA or any Agreement; and
 - (ii) all subcontractors have been paid all monies payable to them in respect of the Services and any Additional Services performed under this MSA or any Agreement.
- (c) If within two days after the request the Supplier fails to provide the statutory declaration, the University may withhold payment of monies due to the Supplier until the statutory declaration is received.
- (d) The Supplier must ensure all eligible persons engaged or employed for carrying out the Services and any Additional Services have been paid their correct superannuation and long service leave entitlements.

Wages Books and Employee Records

- (e) The Supplier must keep proper wages books and time sheets showing the wages paid to and, so far as practicable, the time worked by all employees in connection with this MSA and any Agreement as required by law.

9.9 Minimum Number of Personnel

The Supplier must ensure that, at all times during the performance of the Services and any Additional Services, there is a suitable number of Supplier Personnel engaged to perform the Services and any Additional Services, which must be in accordance with staffing ratios specified in the KPIs, or as otherwise agreed by the parties.

10. UNIVERSITY'S OBLIGATIONS

10.1 Operational Obligations

Except to the extent such services and items are damaged, lost or mislaid by the Supplier, the University shall, at its own cost, provide and maintain at the Premises:

- (a) all heating, gas, light, power, telephone equipment and line rental, water, electricity, sewerage and waste disposal services and any other utilities, facilities or services which are reasonably necessary for the due performance of this MSA by the Supplier;
- (b) all necessary University Plant & Equipment to enable the Supplier to properly prepare, serve and store food, beverages and other products;
- (c) the cleaning of internal walls above a height of 1.8 metres, windows, filters, electric light fittings, the scrubbing, mopping and polishing of floors in the eating areas as often as required to maintain an acceptable standard of cleanliness and safety and any other tasks prohibited by any industrial award affecting the Supplier Personnel providing Services at the Premises;
- (d) all toilet facilities and other amenities for the Supplier Personnel providing Services at the Premises as may from time to time be required under any industrial award or other applicable legislation;
- (e) access to a data and telecommunication services connection at each Premises, with costs associated with reasonable use by the Supplier Personnel payable by the University; and
- (f) such other facilities and services as may from time to time be required by any applicable legislation in respect of the Services.

10.2 Third Party Arrangements

- (a) The Supplier acknowledges that the University may be required to consult with and seek consent from a third party with whom the University has an existing contractual arrangement before replacing or maintaining any part of the Premises or University Plant & Equipment in accordance with this MSA.
- (b) Each Party agrees that in respect of any University Plant & Equipment to be provided, maintained or replaced for the University by a third party with whom the University has an existing contractual arrangement, the University will take all reasonable steps to ensure that such University Plant & Equipment is provided and maintained in accordance with this MSA.

- (c) Despite the University having taken all reasonable steps pursuant to clause 10.2(b) where University Plant & Equipment that is required for the delivery of the Services is not replaced, the parties will negotiate in good faith and enter into a variation to address the effects of that non-replacement.

10.3 Use and Access

Subject to 9.5(b) and 9.5(c), and University policies and procedures, the University must at all reasonable times provide the Supplier and the Supplier Personnel with access to the Premises. Such access will include the provision of appropriate work, office and storage facilities by the University so as to enable the Supplier to carry out the Services in a proper, efficient and safe working environment in accordance with applicable legislation.

10.4 University Plant & Equipment

Subject to clause 10.2 the University must, at its cost, ensure that the Premises and any University Plant & Equipment are properly maintained and kept in good working order and condition in order to maintain day-to-day operational efficiency and to ensure compliance with statutory health and safety requirements.

10.5 Prompt Disclosure of Information

The University:

- (a) accepts and acknowledges that the Supplier may not be able to satisfactorily perform the Services without the University providing relevant information to the Supplier about the University's requirements during the Term; and
- (b) undertakes to:
- (i) promptly disclose to the Supplier all relevant information reasonably required by the Supplier for the performance of the Services; and
 - (ii) to notify the Supplier of any changes to such information as soon as practicable and from time to time during the Term.

11. SUPPLIER'S WARRANTIES – QUALITY

11.1 The Supplier warrants that to the extent permissible by law, all Deliverables and Services provided to the University under this MSA or any Agreement:

- (a) are suitable for the purpose for which they are required;
- (b) are of merchantable quality;
- (c) comply with the requirements of this MSA or relevant Agreement and the Tender Specifications;
- (d) adhere to any Service Levels as agreed to and specified in this MSA or relevant Agreement; and
- (e) will be provided with all due skill and diligence and in a good and workmanlike manner.

11.2 The Supplier warrants that work carried out by the Supplier in the provision of the Services are of the highest quality and standard and in accordance with the best practice within the industry of the Supplier.

11.3 Where specified in the Tender Specification, the Services must adhere to the relevant quality standard.

11.4 Any Services performed by the Supplier must be carried out in accordance with best industry practice and comply with all applicable Australian Standards and/or other referenced codes, the requirements of relevant statutory authorities, and applicable laws.

11.5 The Supplier must correct any defect or failure in the Services without delay and at no cost to the University by way of repair, replacement, modification or other means acceptable to the University.

12. SUPPLIER'S WARRANTIES – OTHER

12.1 The Supplier represents and warrants to the University that:

- (a) it has carefully examined all documents furnished by the University and fully understands all the conditions, risks, contingencies and other circumstances which might affect the supply of the Services and any Additional Services;

- (b) it has the necessary skills, resources and experience to successfully supply the Services and any Additional Services in accordance with the requirements of this MSA, any Work Order issued under this MSA, and the Tender Specifications;
- (c) it has the power and capacity to enter and perform its obligations under this MSA and any Work Order issued under this MSA;
- (d) it has all necessary licences, approvals and consents required to perform its obligations under this MSA and any Work Order issued under this MSA;
- (e) it has personnel who have sufficient skill, expertise, capacity and resources to perform the Services and the Additional Services;
- (f) it will take all the necessary steps to ensure that representations and warranties given by it under this MSA are not breached;
- (g) it will comply with WorkCover legislation or such other equivalent legislation in place relevant to the provision of the Services and any Additional Services;
- (h) other than as previously disclosed to the University at the Effective Date, no Conflicts of Interest of the Supplier or Supplier Personnel exist or are anticipated, relevant to the performance by the Supplier of its obligations under this MSA or an Agreement;
- (i) as soon as the Supplier becomes aware that a Conflict of Interest has arisen or is likely to arise during the Term, the Supplier will immediately notify the University, providing the relevant details relating to the Conflict of Interest and will comply with any reasonable requirements notified by the University to manage the Conflict of Interest; and
- (j) it and its Supplier Personnel will perform its obligations under this MSA in accordance with all applicable acts, ordinances, rules, regulations and by-laws.

13. UNIVERSITY'S WARRANTIES

13.1 The University represents and warrants to the Supplier that:

- (a) it has the power and capacity to enter and perform its obligations under this MSA and any Work Order issued under this MSA;
- (b) it will provide reasonable information and/or direction to the Supplier to the extent necessary to enable the Supplier to perform its obligations under this MSA and any Work Order issued under this MSA;
- (c) it and its personnel will perform its obligations under this MSA and any Work Order issued under this MSA in accordance with all applicable acts, ordinances, rules, regulations and by-laws.

14. SUPPLIER CODE OF CONDUCT

14.1 The Supplier represents and warrants to the University that it and its Supplier Personnel will, at all times:

- (a) comply with the Supplier Code of Conduct;
- (b) comply with any applicable anti-slavery laws in the jurisdictions in which it operates;
- (c) comply with the Supplier's own business conduct guidelines and policies concerning Modern Slavery (where these are more stringent than the above); and
- (d) provide transparent, complete and accurate information about Modern Slavery as requested by the University.

14.2 Breach of this clause 14 may be deemed by the University to be a material breach of this MSA and in such event, the University may, without prejudice to any other rights or remedies the University may

have, withhold further payments to the Supplier and/or terminate this MSA in accordance with clause 32.1 below.

- 14.3 The Supplier Code of Conduct may be modified at any time by publication on the University's publicly available online policy directory, and the most-current version of the Supplier Code of Conduct shall apply to this clause. The University will notify the Supplier in writing if there are changes to the Supplier Code of Conduct.
- 14.4 At the University's reasonable request, the Supplier will confirm in writing that it has complied with its undertakings under clause 14.1 and will provide any information reasonably requested to demonstrate such compliance.
- 14.5 The Supplier shall take reasonable steps to:
- (a) ensure that there is no Modern Slavery in their agent networks, upward supply chains or in any part of their business;
 - (b) implement due diligence procedures for their agents, suppliers and other supply chain participants to ensure that there is no Modern Slavery in its supply chain; and
 - (c) encourage its agents, suppliers and other supply chain participants to conduct similar activities.
- 14.6 The Supplier must promptly notify the University as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain which has a connection with this MSA or an Agreement and provide the University with appropriate details of any such information obtained.

15. RISK AND TITLE

- 15.1 Title to, and risk in, the Deliverables passes to the University upon delivery of those Deliverables to the University, except to the extent that the Intellectual Property rights in those Deliverables are provided under licence from third parties.

16. DELIVERY

Where relevant due to the nature of the Services or Additional Services being provided:

- 16.1 The Supplier must perform the Services and any Additional Services:
- (a) at the Services Location commencing on the Services Start Date, and complete the Services by the Services End Date;
 - (b) in accordance with any specified Service Levels specified in this MSA or Work Order.
- 16.2 If the Supplier fails to perform the Services or any Additional Services by the specified or agreed Service Date(s), the University shall be entitled to terminate this MSA or any Work Order issued under it for default, either in whole or in part, in accordance with clause 32.1 of this MSA as a material breach.
- 16.3 The Supplier must promptly inform the University of anything that it becomes aware of which is likely to affect the cost, quality or timing of delivery of the Services, and must investigate how to and in consultation with the University implement appropriate measures to avoid or minimise any adverse effect.
- 16.4 Oversupply of any Services will not be accepted unless authorised by the University prior to delivery.
- 16.5 No substitute Services will be accepted without prior written authority from the University.

17. WORK HEALTH AND SAFETY

- 17.1 Delivery of all Services must comply with all relevant legislation including work health and safety (WH&S) and environmental legislation.

17.2 The Supplier acknowledges and agrees that the Supplier, and Supplier Personnel (and its subcontractor/s) must:

- (a) at all times work in a safe manner and must not by their conduct expose themselves, University staff or students, or others, including members of the general public, to risks to their health or safety; and
- (b) comply with the University's reasonable directions in relation to compliance with the University's workplace health and safety requirements, which may include completion of a University specific workplace health and safety induction, safe work procedures, and other requirements as determined by the site-specific risk.

17.3 Where relevant due to the nature of the Services, the Supplier must provide:

- (a) All WH&S documentation relevant to the transport and storage of hazardous chemicals under the applicable regulations; and
- (b) Safety Data Sheets (SDS) where required under applicable WH&S legislation.

18. SITE ACCESS

18.1 The University must prepare and maintain any Delivery and Service Locations to reasonably enable the supply of the Deliverables or performance of the Services and allow the Supplier to access the Delivery and Service Locations (as applicable) for such purposes.

18.2 Where the University provides the Supplier with access to the Delivery and Service Locations, the Supplier must, and must ensure its Personnel, comply with all requirements and directions of the University relating to conduct, behaviour, safety and security, and is liable for any damage caused by any negligent act or omission of Supplier Personnel on such sites.

18.3 The University may temporarily deny or suspend access to the Delivery and Service Locations at its discretion.

19. CONTRACT PRICE AND OTHER PAYMENTS

19.1 Contract Price - Standard Meal Services

- (a) In consideration of the Supplier providing the Services, the University must pay to the Supplier the Contract Price specified in Schedule 3 (the "Pricing Schedule"), subject to variation in accordance with the terms and conditions of this MSA.
- (b) The Contract Price is calculated by the Supplier based on information provided by the University, and may be reviewed and varied by agreement of the Parties acting reasonably:
 - (i) to the extent that information provided by the University pursuant to this MSA is not true and correct, or is no longer true and correct; or
 - (ii) to reflect material changes in the costs of labour and goods and services used in the provision of the Services, as determined in accordance with the procedure set out in the Pricing Schedule; or
 - (iii) to reflect variations made to this MSA, made in accordance with clause 36.

19.2 Additional Services

- (a) In consideration of the Supplier providing Additional Services, including non-standard meals, internal functions, and external catering, described in Schedule 2 ("Optional Additional Services"), the University agrees to pay the Supplier the price specified in the relevant Agreement for each Additional Service.
- (b) All Additional Services must be formally ordered using a Work Order under this MSA, which will include the relevant details, pricing, and terms of the order.
- (c) Each Work Order must be pre-approved by the respective Senior Manager, Student Residence (or delegate) at the applicable Student Residence Facility and executed in accordance with the University's Delegation of Authority Policy.

19.3 Engagement Fund



19.4 University Variation Of Services

- (a) Subject to the terms and conditions of this MSA, the University may upon providing the Supplier with reasonable written notice specifying the details of variation ("University Variation"), request that the Services be varied to meet the University's revised requirements.
- (b) If a University Variation reduces the Services, clause 32 will apply.
- (c) As a result of any variation to the Services, the Contract Price will vary by an amount agreed by the parties as a reasonable amount to account for such variation.
- (d) The Supplier shall not be required to undertake any variation to the Services in accordance with a University Variation until such time as the parties have agreed the corresponding variation of the Contract Price in writing.

19.5 Rebates and Subsidies

The parties agree that the Supplier is entitled to retain any benefits provided by its supply chain advantages obtained through its corporate resources, including without limitation, the retention of rebates and subsidies.

20. FEES AND PAYMENT

20.1 The Supplier will invoice the University in accordance with any agreed Fee and related price schedules or payment structures specified Schedule 3 or in the Work Orders issued.

20.2



20.3 Each invoice submitted by the Supplier must:

- (a) set out details of the Services or Additional Services provided, and set out or be accompanied by any other details or reports required under this MSA;
- (b) clearly set out the amount that is due for payment, correctly calculated and in respect of Services and Additional Services that have been performed in accordance with this Agreement; and
- (c) be rendered at the times specified in this MSA or relevant Work Order and addressed to the University's Contract Representative.
- (d) reference the Work Order number (if applicable); and
- (e) be a valid tax invoice under relevant GST laws.

20.4 The Parties acknowledge that all amounts payable under this MSA are expressed on a GST exclusive basis. Where GST is payable in relation to a taxable supply under GST laws, the amount payable will be the amount specified in this MSA or Work Order plus GST.

20.5 The Parties must provide each other with sufficient documentation required for claiming any input tax credits, setting off, rebating or refunding for or in relation to any GST included in any payment made under the MSA or Work Order. Invoices will breakdown the GST component where applicable.

- 20.6 If the invoice is approved by the University, the University will pay that invoice within 30 days from date of receipt of that invoice by the University.
- 20.7 If the invoice is not approved by the University, the Parties will commence dispute resolution regarding that invoice pursuant to clause 32.12 below.
- 20.8 The Supplier shall be responsible for the payment of all relevant taxes, duties and charges payable with respect to the supply of the Services to the Delivery Location, unless otherwise specified. Other than GST, the Agreement price shall be deemed to be inclusive of all such taxes, duties and charges.
- 20.9 Electronic invoices will be paid without the requirement for hard copy invoices.
- 20.10 The Supplier agrees to repay the University any payments credited to the Supplier in error, and the University reserves the right to set off the amount of any overpayments made in error against any future debt or liability owing by the University to the Supplier.

21. RELATIONSHIP AND PERFORMANCE MANAGEMENT

- 21.1 If required by the University (including as specified in a Work Order), the Supplier must:
- (a) provide reports to the University in relation to the provision of the Services or Additional Services and the Supplier's performance of its obligations under this MSA or Agreement, at the frequency specified by the University; and/or
 - (b) attend regular meetings in relation to the performance of the Supplier's obligations under the MSA and any Work Order, at the frequency specified by the University.
- 21.2 The University may adjust any reporting and/or meeting requirements from time to time following consultation with the Supplier.
- 21.3 Reports and performance meetings should contain information regarding the progress of the engagement, and identify any significant issues impacting on future delivery Services against any specified Service Dates.
- 21.4 The Parties will conduct performance reviews as specified in Schedule 4 and any Work Order.

21.5



22. CONFIDENTIALITY

- 22.1 Subject to the remainder of this clause 22, the Parties agree that:
- (a) a receiving Party to the other Party's Confidential Information must only use that Confidential Information to perform the receiving Party's obligations under this MSA or an Agreement;
 - (b) a receiving Party must not disclose any Confidential Information of the other Party to any third party without the prior written consent of the disclosing Party; and

- (c) each Party must keep the other Party's Confidential Information secure so as to ensure that unauthorised persons do not have access to the Confidential Information.
- 22.2 The receiving Party may only disclose the Confidential Information to its employees, representatives or advisers who have a need to know in order for the receiving Party to perform its obligations under this MSA or any Agreement, provided that those recipients are aware that the Confidential Information must be kept confidential and agree to comply with this clause. Each Party agrees that failure by its employees, representatives or advisers to comply with this clause will be deemed to be a breach of this obligation by the responsible Party.
- 22.3 The Supplier must return to the University any copies of the University's Confidential Information, or confirm to the University the destruction of such material, after it completes an Agreement or at the expiry or termination of this MSA, unless it is required to keep the Confidential Information for record-keeping purposes.
- 22.4 The Supplier acknowledges that the University may be required to disclose information under the *Government Information (Public Access) Act 2009* (NSW) regarding this MSA or an Agreement, and this information may include the name of the Supplier, the amount of the fees, the date of the agreement, description of Services and Additional Services and other details, and depending on the value, may require the disclosure of a copy of this MSA or any Agreement.

23. PRIVACY

- 23.1 The Supplier must not collect, use or disclose personal information or health information (as defined in the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Privacy Information Act 2002* (NSW)) in connection with this MSA or any Agreement, except to the extent reasonably necessary to perform the Supplier's obligations under this MSA or any Agreement.
- 23.2 The Supplier agrees that it will:
- (a) take reasonable steps to ensure that the personal information used or held pursuant to this MSA or an Agreement is protected against misuse and loss, and from unauthorised access, modification or disclosure;
 - (b) not disclose any personal information without written authority of the University (except to the individual to whom the personal information relates);
 - (c) notify the University immediately if the Supplier becomes aware that a disclosure of personal information may be required by law;
 - (d) comply with all legislation, principles, industry codes and policies by which the Supplier is bound (including, without limitation, applicable privacy legislation), and by any other limitations which the University, acting reasonably, informs the Supplier from time to time that the Supplier is bound by, in connection with personal information disclosed to it;
 - (e) handle personal information in a manner as directed by the University from time to time, provided that the direction will not cause the Supplier to breach any legislation, principles, industry codes or policies by which the Supplier is bound;
 - (f) promptly notify the University if the Supplier becomes aware of any suspected or actual unauthorised use or disclosure of personal information; and comply with any relevant and reasonable instructions of the University related to the breach;
 - (g) notify the University immediately if the Supplier becomes aware that the Supplier has breached or will breach any of these terms,
 - (h) provide all reasonable assistance and cooperation to the University in the management of any breach of these terms and/or any misuse, loss, unauthorised access, modification or disclosure of personal information; and
 - (i) not do anything with the personal information that will cause the University to breach its obligations under any applicable legislation or regulations relating to privacy or use of personal information.

24. RECORD-KEEPING AND ACCESS TO DOCUMENTS

- 24.1 The Supplier must at all times maintain proper records and accounts relating to its performance under this Agreement.

- 24.2 At the University's request, the Supplier must permit the University and its nominees timely and sufficient access to the Supplier's records or accounts relevant to this MSA and any Agreement for the purpose of monitoring the Supplier's compliance in connection with the Supplier's provision of Services.
- 24.3 The Supplier further acknowledges that the University has obligations under the *Government Information (Public Access) Act 2009* (NSW).
- 24.4 To assist the University in meeting its obligations under the *Government Information (Public Access) Act 2009* (NSW), the Supplier must, within 7 days of receiving a written request by the University, provide the University with immediate access to the following information contained in records held by the Supplier:
- (a) information that relates directly to the performance of the Services provided to the University by the Supplier pursuant to this MSA and any Agreement;
 - (b) information collected by the Supplier from members of the public to whom it provides, or offers to provide, any Services or Additional Services pursuant to this MSA and any Agreement; and
 - (c) information received by the Supplier from the University to enable it to provide the Services or Additional Services pursuant to this MSA and any Agreement.
- 24.5 For the purposes of clause 24.3 above, information does not include:
- (a) information that discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margin;
 - (b) information that the Supplier is prohibited from disclosing to the University by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
 - (c) information that, if disclosed to the University, could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to the University, whether at present or in the future.
- 24.6 The Supplier will provide copies of any of the information in clause 24.3 above, as requested by the University, at the Supplier's own expense.
- 24.7 Any failure by the Supplier to comply with any reasonable request under this clause will be considered a breach of an essential term and will allow the University to terminate this MSA or any Agreement in accordance with clause 32.1 below.
- 24.8 The Supplier must include in any subcontract relating to its performance of this MSA or any Agreement appropriate provisions that will enable the Supplier to comply with its obligations under this clause.
- 24.9 In exercising its rights under clause 24.2, the University will use reasonable endeavours not to unreasonably disrupt the Supplier's conduct of its business, including the performance of this Agreement.

25. INTELLECTUAL PROPERTY

- 25.1 Subject to clause 25.1 below, neither Party assigns any of its existing Intellectual Property rights to the other Party through provision or acceptance of Services under this MSA and any Agreement.
- 25.2 The Supplier agrees that all Intellectual Property created solely in the course of supplying the Services to the University shall vest in and remain the property of the University.
- 25.3 Any goods made or work completed according to University designs, or developed for the University, or any designs supplied (or copies thereof); shall be held by the Supplier on behalf of the University and at the disposal of the University.
- 25.4 Where use of the Services requires the University to access Intellectual Property belonging to third parties, this will be notified to the University in advance by the Supplier and the Supplier will either:
- (a) warrant that it has the right to sublicense such intellectual property to the University and provide the University with warranties regarding the Intellectual Property on no lesser terms than those supplied by the third party owner; or

- (b) provide to the University all relevant licence documentation governing the third party owner's Intellectual Property rights to be entered into with the third party owner by the University at its sole discretion.

25.5 The Supplier warrants that any third party Intellectual Property recommended for use in relation to the Services or any Additional Services is suitable and necessary for the provision of the Services or Additional Services. In the event that the University does not enter into licensing arrangements with the third party owners of Intellectual Property and this degrades the Services or Additional Services to be provided under this MSA or any Work Order, the Parties shall work together in good faith to agree upon an alternative solution. If the Parties fail to agree upon an alternate solution, the University may terminate this MSA and the relevant Work Order with immediate notice subject to payment of any charges for work performed by the Supplier prior to such termination.

26. KEY PERFORMANCE INDICATORS



27. SUBCONTRACTING AND ASSIGNMENT

- 27.1 The Supplier must not subcontract or assign all or any part of this MSA and an Agreement without the prior written consent of the University, which may be conditional. In seeking the University's consent, the Supplier must provide full particulars of the Services to be subcontracted or assigned, together with details of the proposed subcontractor and any other information which the University reasonably requests, including copies of the proposed subcontract documents.
- 27.2 The University's consent to allow subcontracting in no way relieves the Supplier of any of its obligations under this MSA and an Agreement.

28. INSURANCE

- 28.1 The Supplier shall effect and maintain at its expense the following insurances:
 - (a) Public liability insurance and product liability insurance for an amount not less than \$20 million per event (and, in the case of product liability, in the aggregate) insuring the Supplier and the University against all actions, costs, claims, charges and expenses which may be brought or made or claimed against either of them arising out of or in relation to the negligent actions or omissions of the Supplier or its employees, agents or subcontractor(s) in respect to the performance of its obligations under this MSA including clause 29 (Indemnity) and any Agreement.
 - (b) Workers compensation insurance or self-insurance as required by law; and
 - (c) any other insurance that a prudent supplier, providing the same or similar Services or the same or similar Additional Services, would reasonably be expected to maintain.
- 28.2 On or before the Effective Date, on the anniversary of each Effective Date, and upon request by the University, the Supplier shall provide evidence of such insurances to the University in the form of certificates of currency.

28.3 The Supplier must ensure that every permitted subcontractor engaged by the Supplier to supply the Services is insured to the same extent as the obligations of the Supplier set out above.

29. INDEMNITY

29.1 The Supplier must indemnify and keep indemnified the University and its officers, employees and agents against all claims, demands, proceedings, liabilities, costs, charges and expenses, to the extent that such claims, demands, proceedings, liabilities, costs, charges and expenses arise as a result of:

- (a) any act or omission of the Supplier, its employees, agents or subcontractors which constitutes a breach of its obligations under this MSA or an Agreement;
- (b) any negligent or unlawful act or omission of the Supplier, its employees, agents or subcontractors in the performance of the Supplier's obligations under this MSA or an Agreement;
- (c) any claim by a third party arising out of the Supplier providing the Services for personal injury or death, or loss or damage to property;
- (d) any claim, demand, suit, action or proceeding for an infringement, or an alleged infringement, of the Intellectual Property rights of any person, which occurred because of the purchase, possession or use of the Deliverables or the provision of the Services;
- (e) any misuse or disclosure of the University's Confidential Information or personal information by the Supplier, its employees, agents or subcontractors; or
- (f) without limiting clause 20.8, the University being held to be the employer of the Supplier or Supplier Personnel or any payment the University is required to make in respect of the Supplier or Supplier Personnel (including payroll taxes, other taxes, superannuation contributions in order to avoid incurring a superannuation guarantee charge liability and any penalty and legal costs on an indemnity basis).

29.2 The University must indemnify and keep indemnified the Supplier and its officers, employees and agents against all claims, demands, proceedings, liabilities, costs, charges and expenses, to the extent that such claims, demands, proceedings, liabilities, costs, charges and expenses arise as a result of:

- (a) any act or omission of the University, its employees or agents which constitutes a breach of its obligations under this MSA or an Agreement;
- (b) any negligent or unlawful act or omission of the University, its employees or agents in the performance of the University's obligations under this MSA or an Agreement; and
- (c) any misuse or disclosure of the Supplier's Confidential Information or personal information by the University, its employees or agents.

29.3 Each party's liability under the indemnities in clause 29 above will be reduced proportionately to the extent that any part of the claims, demands, proceedings, liabilities, costs, charges and expenses in question result from:

- (a) any breach of this MSA; or
- (b) any wilful misconduct or unlawful or negligent act or omission in connection with the relevant agreement;

by the indemnified party's and its officers, employees and agents.

29.4 In no event will a party be liable to the other party, its employees, agents or contractors for any loss or other damage to revenue, profits or goodwill or other special, incidental, indirect or consequential damages of any kind, resulting from a party's performance or failure to perform pursuant to the terms of this MSA and an Agreement, including without limitation, any interruption of business, whether or not resulting from breach of a term of this MSA and an Agreement, even if that party has been advised of the possibility of such damages.

29.5 The total aggregate liability of the Supplier to the University whether under this MSA, in contract, tort (including, without limitation, in negligence), equity, by operation of statute, or otherwise, will, to the extent permitted by law, not exceed the total amounts paid or payable under this MSA in initial three-year Term of this MSA except for property damage, which is capped at \$20 million.

- 29.6 The limitation in clause 29.5 does not apply to the Supplier's liability:
- (a) for repudiation or wilful breach of this MSA;
 - (b) for loss or damage to any property;
 - (c) for loss or damage arising from any criminal conduct, fraud or dishonesty by the Supplier, its officers, employees, agents or subcontractors;
 - (d) for personal injury or death;
 - (e) for breaches of confidentiality or privacy obligations under this MSA or applicable law;
 - (f) for infringement of third party intellectual property rights in connection with this MSA; or
 - (g) any amount which is recovered under a policy of insurance effected by the Supplier pursuant to the requirements of this MSA or which would have been recovered but for a failure of the Supplier to make or otherwise diligently pursue a claim under those insurance policies, up to the level of cover required in respect of those insurance policies (as applicable).
- 29.7 The total aggregate liability of the University to the Supplier, whether under this MSA, in contract, tort (including, without limitation, negligence), equity, by operation of statute, or otherwise, will, to the extent permitted by law, not exceed the total amounts paid or payable under this MSA in initial three-year Term of this MSA.
- 29.8 The limitation in clause 29.7 does not apply to the University's liability:
- (a) for repudiation or wilful breach of this MSA;
 - (b) for loss or damage arising from any criminal conduct, fraud or dishonesty by the University;
 - (c) for personal injury or death;
 - (d) for breach of confidentiality or privacy obligations under this MSA or applicable law; or
 - (e) for infringement of third-party intellectual property rights in connection with this MSA.

30. NOTIFICATION OF CLAIMS

- 30.1 Each party will notify the other in writing within 30 days of becoming aware that any action or claim is brought or threatened against it or the other party arising out of or in relation to the Services or the actions or omissions of either party or their employees, agents or contractors.

31. SUPPLIER MATERIALS AND EQUIPMENT

- 31.1 The parties acknowledge that, as at the Effective Date, all stock-in-trade, plant or equipment located in the Premises is University Plant & Equipment and does not belong to the Supplier.
- 31.2 The University shall not have, or acquire, any right, title or interest in the stock-in-trade or any plant or equipment brought onto the Premises by the Supplier.
- 31.3 All Supplier material and equipment remains the property of the Supplier and on termination or expiry of this MSA, The University must allow reasonable access to the Supplier to collect all such the Supplier material and equipment which is in the University's possession, custody or control.

32. TERMINATION AND SUSPENSION

For Cause

- 32.1 A party may immediately terminate this MSA or any Agreement in whole or in part if:
- (a) the other party breaches a material term of this MSA and an Agreement; and
 - (b) that party, having been given written notice of the breach, does not remedy the breach within thirty (30) days of the notice, or
 - (c) the breach is not capable of remedy.
- 32.2 The University may immediately terminate this MSA and any Agreement in whole or part if the Supplier:
- (a) becomes insolvent or goes into liquidation or provisional liquidation or enters into any arrangement or composition with its creditors, or any action is taken for the appointment of an administrator or official manager or receiver over the assets of the Supplier;

- (b) fails to commence timely provision of the Services or Additional or to meet any timeframes specified in this MSA or any Agreement; or
- (c) is in breach of clause 11 of this Agreement.

Termination For Convenience, Reduction in Services or Suspension of Services by the University

- 32.3 The University may terminate this MSA or any Agreement any time by providing a minimum of 3 months' written notice to the Supplier.
- 32.4 The University may reduce the Services or Additional Services for any reason at any time by providing reasonable written notice to the Supplier.
- 32.5 In the event of termination of this Agreement, the Supplier shall:
- (a) only be entitled to payment by the University for:
 - (i) payments under this MSA and any Agreement for Services or Additional Services rendered before the date of termination; and
 - (ii) any reasonable costs actually and directly incurred by the Supplier and directly attributable the termination, provided adequate proof of such costs is supplied to the University,
 - and
 - (b) where the University has paid the Supplier, within fourteen (14) days of termination, reimburse the University for the Services or Additional Services not yet delivered or supplied to the University.
- 32.6 In the event of a reduction of Services or Additional Services, the Supplier will only be entitled to payment by the University for any reasonable costs actually and directly incurred by the Supplier and directly attributable the reduction of Services or Additional Services, provided adequate proof of such costs is supplied to the University.
- 32.7 On receipt of a notice of termination or reduction, the Supplier must:
- (a) stop or reduce work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services or Additional Services, and
 - (c) continue to perform any part of the Services not affected by the notice.
- 32.8 In the event of a reduction of the Services, the University's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.
- 32.9 Nothing in this clause prejudices any other rights or remedies of the University in respect of any breach of this MSA or any Agreement.
- 32.10 If the University decides to close down its operations at the Premises, this MSA and/or any Agreement may be terminated by the University giving at least 3 months' written notice to the Supplier in which event the University will be responsible for the reasonable demobilisation costs of the Supplier and redundancy costs of the Supplier's employees, agents or contractors.

Suspension

- 32.11 The University may, at any time by written notice, suspend all or part of the MSA and/or any Work Order for any reason whatsoever. The Supplier must cease work according to the notice of suspension upon the date of receipt of that notice.
- 32.12 Where the University has notified the Supplier that the suspension in accordance with clause 32.11 0 above is lifted, the Supplier must resume the work under the MSA and/or Work Order within a reasonable time of being directed to do so by the University.

Termination for any reason by the Supplier

32.13 The Supplier may terminate this MSA and/or any Agreement without cause upon giving at least 6 months' written notice to the University. For the avoidance of doubt, such termination shall be at no cost to either party, other than the respective rights and liabilities of the parties that have accrued prior to the date of termination.

33.

[REDACTED]

34. DISPUTES

- 34.1 If a dispute arises out of, or relates to this Agreement, a Party may not commence any court proceedings relating to the dispute unless it has complied with this clause except where the Party seeks urgent interlocutory relief.
- 34.2 A Party claiming that a dispute (“**Dispute**”) has arisen under or in relation to this Agreement must give written notice to the other Party specifying the nature of the Dispute.
- 34.3 On receipt of that notice by the other Party, the Parties must endeavour to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation or negotiation or similar techniques agreed by them.
- 34.4 If the Parties are unable to resolve the dispute informally in accordance with clause 34.3, a Party may provide notice to the other Party that it intends to commence formal discussions regarding dispute resolution. If the Parties do not agree within ten 10 business days of receipt of such notice (or such further period as agreed in writing by them) as to:
- (a) the dispute resolution technique and procedures to be adopted;
 - (b) the location and timetable for all steps in those procedures; and
 - (c) the selection and compensation of the independent person required for such technique,

then the Parties must mediate the Dispute in Sydney, Australia in accordance with the Australian Disputes Centre’s Guidelines for Commercial Mediation. The mediation will be conducted in the English language.

34.5 Notwithstanding any Dispute between the Parties, the Supplier's obligations to supply under the Agreement continue in full force and effect.

35. FORCE MAJEURE

35.1 Neither Party will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its reasonable control including but not limited to, acts of God or governmental acts, flood, fire, explosion, accident, civil commotion, industrial dispute, transportation or communications problems, or impossibility of obtaining materials ('Force Majeure').

35.2 If the performance of the Agreement or any obligations under the Agreement, is prevented, restricted, or interfered with by reason of Force Majeure, the affected Party, upon giving prompt notice to the other Party, is excused from such performance to the extent of such prevention, restriction, or interference.

35.3 The affected Party must use its best efforts to avoid or remove the Force Majeure or to limit the impact of the event on its performance and must continue performance of this Agreement as soon as practicable when the Force Majeure is removed.

35.4 If an event of Force Majeure has the effect of substantially preventing performance of this Agreement by a Party for a period of more than 60 days, the unaffected Party may by notice to the affected Party terminate this Agreement.

36. VARIATIONS

36.1 No change or variation to this Agreement shall be valid unless agreed in writing and signed by both the University and the Supplier.

37. SURVIVAL

37.1 The obligations in clauses 11, 12, 14, 15, 22, 23, 24, 25, 29, 30, 31, 31.5, 33.2, 34, 37, 38, 40, 42, 42 and 45, survive the termination or expiry of this Agreement.

38. ENTIRE AGREEMENT

38.1 These Agreement Terms and constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings between the Parties in connection with it.

39. RELATIONSHIP

39.1 The Supplier agrees that it will not be taken to be and must not represent that it is the employee, partner, officer and/or agent of the University or any of its related entities, nor may the Supplier enter into any agreement or incur any liabilities on behalf of the University or represent to any person that it has authority to do so.

40. COMMUNICATION

40.1 Any notice to be given by one Party to the other under this Agreement must be in writing and sent to the other Party using the contact details set out below unless otherwise notified:

UNIVERSITY	<p>Attention: Procurement Manager Financial Services Building 36, Northfields Avenue University of Wollongong NSW 2522 Phone: 02 4221 5971 Fax: 02 4221 3477 Email: uow-procurement@uow.edu.au</p>
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	<p>With a copy to: Legal Services Unit Building 22, Northfields Avenue University of Wollongong NSW 2522 Phone: 02 4221 5202 Fax: 02 4221 4254 Email: legal-enquiry@uow.edu.au</p>
SUPPLIER	<p>Attention: [REDACTED] Address: 35-51 Mitchell St McMahons Point NSW 2060 Phone: [REDACTED] Email: [REDACTED]@compass-group.com.au</p>

40.2 A notice, approval, consent or other communication is taken to have been received:

- (a) if sent by electronic mail, upon receipt by the addressee provided that the sender does not receive notification of invalid email delivery address or other transmission error;
- (b) 4 business days after sending if sent by priority letter (7 Business Days if sent to or from outside Australia); and
- (c) if sent by courier, at the time indicated by the records of the courier;

but if the result is that a notice would be taken to be given on a day which is not a Business Day, or is later than 4.00pm (local time), it will be taken to have been duly given on the next Business Day.

40.3 In the event the sender elects to send a notice, approval, consent or other communication by electronic mail and receives a transmission error report, the sender must re-send the notice by one of the other means.

41. ASSIGNMENT AND NOVATION

41.1 A Party must not assign in whole or in part or this Agreement without obtaining the prior written consent of the other Party, whose consent may not be unreasonably withheld.

42. WAIVER

42.1 A waiver in respect of a breach of a provision of this Agreement by a Party shall not be taken to be a waiver in respect of any other breach. The failure of either party to enforce any provision of this Agreement will not be interpreted as a waiver of that provision.

43. SEVERABILITY

43.1 If any part of this Agreement is void or voidable, then that part is severed from this Agreement without affecting the continued operation of the remainder of this Agreement.

44. COUNTERPARTS

44.1 If there are a number of counterparts of this Agreement, the counterparts taken together constitute one and the same instrument.

45. GOVERNING LAW

45.1 This Agreement is governed by the laws of New South Wales and the Parties submit to the exclusive jurisdiction of the courts of New South Wales and any court which is entitled to hear appeals from those courts.

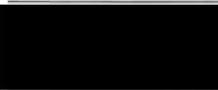
46. DOCUMENT PRECEDENCE

46.1 To the extent of any inconsistency between any of the documents that form this Agreement, the order of priority (from highest to lowest) for the purpose of any interpretation is:



- (a) The terms of this Agreement;
- (b) Schedules 1-4;
- (c) Appendix A;
- (d) Appendix B.

EXECUTED for and on behalf of **UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686)**
by its authorised representative, who warrants by signing that they have authority to sign this agreement

Name of Authorised Representative	Mr Stephen Phillips
Position of Authorised Representative	Vice-President (Operations)
Signature of Authorised Representative	
Name of Witness	Tracy Panton
Signature of Witness	
Date of Signature	22/12/20205

EXECUTED for and on behalf of
Compass Group Education Hospitality Services Pty Ltd (ACN 129 203 998)
pursuant to section 127(1) of the *Corporations Act 2001* (Cth)

	
Signature of Director	Signature of Director/Company Secretary
Ann-Marie Schmidt	Bart Murray Company Secretary
Name of Director	Name of Director/Company Secretary
17 December 2025	17 December 2025
Date of Signature	Date of Signature

*a company must enter this agreement by one of the following methods:

- signature of two company directors; or
- signature of one company director and company secretary; or
- if a one director company, signature of one director; or
- by the company's authorised delegate – proof must be provided to the University of the authority of the signatory if this option is used and the Supplier warrants that the authorised delegate has the power to bind the Supplier to this Agreement.

SCHEDULE 1 - CONTRACT SCHEDULE

1. STUDENT RESIDENCE FACILITIES: Campus East and International House
2. THE COMMENCEMENT DATE: 1 February 2026
3. THE EXPIRY DATE: 31 January 2029
4. CONTRACT CONTROL OFFICERS:

Simon O'Dea
Associate Director, Student Residence
Northfields Avenue, Wollongong, NSW 2522 Australia
T:61 422 542 328

Email: sodea@uow.edu.au

[REDACTED]
General Manager – Chartwells
35-51 Mitchell St McMahon's Point NSW 2060
Email: [REDACTED]@compass-group.com.au

5. KEY SUPPLIER PERSONNEL

Name: [REDACTED]
Title: Key Account Manager
35-51 Mitchell St McMahon's Point NSW 2060
Email: [REDACTED]@compass-group.com.au

5. ADDRESS FOR NOTICES:

For the University:
Attention: Procurement Manager
Financial Services
Building 36, Northfields Avenue
University of Wollongong NSW 2522
Phone: 02 4221 5971
Fax: 02 4221 3477
Email: uow-procurement@uow.edu.au

With a copy to:
Legal Services Unit
Building 22, Northfields Avenue
University of Wollongong NSW 2522
Phone: 02 4221 5202
Fax: 02 4221 4254
Email: legal-enquiry@uow.edu.au



For the Supplier:

Name: [REDACTED]
Title: General Manager – Chartwells
35-51 Mitchell St McMahon's Point NSW 2060
Email: [REDACTED]@compass-group.com.au

With a copy to:
Email: [REDACTED]@compass-group.com.au

COMPASS GROUP EDUCATION HOSPITALITY SERVICES PTY LTD

CONTRACT DISCLOSURE

The University of Wollongong has withheld certain information from this contract as allowed under Part 3, Division 5, Section 32 of the Government Information (Public Access) Act 2009.

In accordance with the Act, this document outlines any clauses of the contract where redactions have been applied, sections removed and the reasons for non-disclosure.

This information was redacted or removed on the basis that the nature of the information is commercial in confidence and disclosure would result in an overriding public interest against disclosure of the record. The reason for this is that disclosure would prejudice the business and commercial interests of an individual, diminish the business' commercial value and place it at a competitive disadvantage in relation to the service it provides.

The provisions listed below are not intended to be included in the register at a later date.

Contract Information Schedule:		
Information	Type	Reason
Clause 19.3	Redacted	Commercial in confidence provisions as per 32(1)(a) of the GIPA Act - Financial Information
Clause 20.2	Redacted	Commercial in confidence provisions as per 32(1)(a) of the GIPA Act - Financial information
Clause 21.5	Redacted	Commercial in confidence provisions as per 32(1)(a) of the GIPA Act - Relationship & performance management
Clause 26	Redacted	Commercial in confidence provisions as per 32(1)(a) of the GIPA Act - Key performance indicator
Clause 33	Redacted	Commercial in confidence provisions as per 32(1)(a) of the GIPA Act - Payment terms
Schedules 2, 3 & 4	Removed	Overriding public interest against disclosure - clause 4(b) & 4(d) as per 32(1)(d) of the GIPA Act
UOW Request for Proposal	Removed	Overriding public interest against disclosure - clause 4(b) & 4(d) as per 32(1)(d) of the GIPA Act
UOW Request for Proposal Stage 2	Removed	Overriding public interest against disclosure - clause 4(b) & 4(d) as per 32(1)(d) of the GIPA Act
Response to Tender – Chartwells	Removed	Tender proposal responses - commercial-in-confidence as per 32(1)(a) of the GIPA Act
Response to Tender Stage 2 – Chartwells	Removed	Tender proposal responses - commercial-in-confidence as per 32(1)(a) of the GIPA Act

Further redactions have been applied to signatures, names and contact details where this information could reasonably be expected to reveal an individual's personal information and/or contravene an IPP (section 14(3)(a); 14(3)(b) of the GIPA Act). Additional consideration has also been given to the potential risk of cybercrime and identity theft.

Clause 40.1 – communication	Personal information
Schedule 1 – contract control officers	Personal information
Execution page	Personal information