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**CATERING SERVICES AGREEMENT**

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Scolarest (Australia) Pty Ltd  
Level 2, 737 New South Head Road Rose Bay 2029  
A.B.N 60 129 203 998

## CATERING SERVICES AGREEMENT (the "Agreement")

**BETWEEN:** SCOLAREST (AUSTRALIA) PTY LIMITED  
(ABN: 60 129 203 998) of Level 2, 737 New South Head Road Rose Bay NSW  
2029 ("**Scolarest**").

**AND:** The party specified in Schedule Item 1 (the "**Client**").

### WHEREAS:

- A) The Client has the exclusive right to occupy the premises specified in Schedule Item 2 (the "**Premises**").
- B) The Client has requested that Scolarest conduct and manage the services specified in Schedule Item 3 (the "**Services**") at the Premises.
- C) Scolarest has agreed to provide the Services on the terms and conditions contained in this Agreement.
- D) The parties now wish to evidence their agreement.

### IT IS AGREED:

#### 1 SERVICES

- 1.1 The Client grants to Scolarest the right to provide the Services for the duration of this Agreement at the Premises and in consideration of the due performance of the Services, the Client will pay Scolarest in accordance with this Agreement.

#### 2 DURATION

- 2.1 Provision of the Services by Scolarest shall commence on the date specified in Schedule Item 4 (the "**Commencement Date**") and shall not during the period specified in Schedule Item 5 (the "**Initial Term**"), be terminated by either party for any reason whatsoever, other than as provided under Clause 17.
- 2.2 Upon the expiration of the Initial Term this Agreement shall be renewed for the period specified in Schedule Item 6, unless Scolarest has breached a fundamental term of this Agreement and such breach remains unrectified at the date of due expiry of the Initial Term.

#### 3 NOMINATED CONTACTS

- 3.1 Within seven (7) calendar days of the Commencement Date each party will nominate in writing a representative who will be available at all reasonable times for consultation with the other party in connection with any and all matters arising under this Agreement.



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- 3.2 The appointed representatives (or any authorized substitute), will attend meetings at such times and locations as may be agreed upon between the parties from time to time. If requested by a party, minutes will be taken by the parties, in which case both representatives will be required to sign the minutes to signify that they are a true and correct record of discussions undertaken at the meeting.

#### 4 SCOLAREST'S OBLIGATIONS

- 4.1 For the duration of this Agreement and subject to these terms and conditions Scolarest shall:
- (a) provide all necessary staff, who shall be adequately trained and hold all necessary permits and qualifications to complete their duties under this Agreement;
  - (b) with assistance from the Client, make all reasonable endeavours to obtain all permits, consents, licences and other similar approvals necessary to perform its obligations under this Agreement, subject to the Client being responsible for the costs directly incurred in obtaining or transferring any such licenses including without limitation in respect of liquor;
  - (c) ensure that any plant, equipment or machinery supplied by Scolarest and used by it to carry out the Services are insured by Scolarest for loss or damage to the item or loss or damage caused by the item, and are properly maintained and kept in good working order and condition; and
  - (d) comply with all relevant laws relating to the creation and maintenance of a safe working environment.
- 4.2 Scolarest shall provide all necessary supervision of its staff when carrying out the Services and shall have at all working times a competent representative as notified per Clause 3.1 who shall be authorized to receive on behalf of the Client any reasonable instructions from the Client's representative. This representative will also attend meetings as noted in Clause 3.2.
- 4.3 In performing these Services, Scolarest shall 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.
- 4.4 Scolarest shall be responsible for all repair or replacement of plant and equipment owned by the Client but made available to Scolarest where such repair or replacement is the direct result of any wilful or negligent act or omission of Scolarest, its servants, agents or employee, fair wear and tear excepted.
- 4.5 Scolarest will comply with, and will require that its employees, agents and subcontractors comply with, all requirements of applicable:
- (a) occupational health, safety and welfare legislation and codes of practice and the Client's policies and procedures in safety related matters; and



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(b) telecommunications usage policies,  
where the Client provides written copy of same to Scolarest.

4.6 It is acknowledged that Scolarest shall be 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.

## 5 CLIENT'S OBLIGATIONS

5.1 The Client 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 Agreement by Scolarest;
- (b) all necessary equipment, including without limitation, kitchenware, china, crockery, cutlery, glassware, tableware and utensils to enable Scolarest to properly prepare, serve and store food, beverages and other products;
- (c) the cleaning of internal walls in the kitchen area above a height of one point eight (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 Scolarest staff employed on the Premises;
- (d) all toilet facilities and other amenities for staff employed on the Premises as may from time to time be required under any Industrial Award or other Statute;
- (e) connection to and an outside telephone line for the computer, the ongoing charges of which will be for the account of the Client; and
- (f) such other facilities and services as may from time to time be required by any relevant Statute or Regulation.

5.2 The Client shall at all times make available those parts of the Premises as may be reasonably required by Scolarest, its duly authorized representatives and employees to fulfil their obligations under this Agreement. Such access will include the provision of appropriate work, office and storage facilities by the Client so as to enable Scolarest to carry out the Services in a proper, efficient and safe working environment in accordance with the relevant legislation.

5.3 Subject to clause 4.4, the Client shall at its cost ensure that the Premises and any plant, equipment or machinery provided by it to Scolarest to be used to carry out the Services are properly maintained and kept in good working order and condition in order to maintain day-



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to-day operational efficiency and to ensure compliance with statutory health and safety requirements.

- 5.4 At the Commencement Date, the Client shall ensure that the Premises are clean and tidy, comply with all health and safety laws and are in a suitable condition, to the reasonable satisfaction of Scolarest, to enable Scolarest to commence the Services immediately it enters into occupation. In the event Scolarest notifies the Client in writing that the Premises are not in a satisfactory state to commence provision of the Services and the Client does not rectify within twenty four (24) hours, then any expenses reasonably incurred by Scolarest in cleaning the Premises will be a debt immediately due and payable by the Client to Scolarest. Scolarest will not be liable for any delays or deficiencies in the Services that result.
- 5.5 The Client accepts and acknowledges that in the satisfactory provision of the Services, Scolarest is reliant on information in relation to the Client's particular requirements as provided to Scolarest by the Client both before the Commencement Date and while this Agreement is in force. Accordingly, the Client undertakes to promptly disclose to Scolarest all information reasonably required by Scolarest and to notify Scolarest of any changes to such information from time to time.

## 6 CONTRACT PRICE AND SELLING PRICES

- 6.1 In consideration of Scolarest providing the Services, the Client shall pay to Scolarest the Contract Price specified in Schedule Item 7 (the "**Contract Price**"), subject to variation in accordance with the terms and conditions of this Agreement.
- 6.2 The Contract Price has been calculated by Scolarest based on information provided by the Client and the Client acknowledges that Scolarest has relied on such information. Accordingly, the Contract Price shall be reviewed annually and varied:
- (a) to the extent that information provided by the Client is not true and correct, or is no longer true and correct;
  - (b) to reflect changes in the costs of labour and goods and services used in the provision of the Services in accordance with the procedure set out in Clause 6.3;
  - (c) to reflect changes in the scope of the Services and/or the duties performed by Scolarest in accordance with the procedure set out in Clause 9; or
  - (d) to reflect any matter beyond the reasonable control of Scolarest.



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- 6.3 The Parties will review the Contract Price on an annual basis by meeting in July each year to discuss Contract Price for the following twelve month period. Any agreed pricing changes will take effect from the start of the next calendar year. The review will include:
- (a) Forecasting budget costs for labour;
  - (b) Forecasting budget costs for expenses (other than food expenses); and
  - (c) Forecasting increases in the Scolarest margin in accordance with the Consumer Price Index Sydney All Group.
- 6.4 In addition to clause 6.3, Scolarest may seek approval from the Client to increase the Contract Price where costs have increased so as to financially disadvantage Scolarest in its performance of the Services. Scolarest must apply to the Client in writing (the "**Application**") at least seven (7) calendar days before such increase is to become effective. Such increases should take into account any abnormal factors. The Client must approve in writing the Application and the date upon which the increase becomes effective.

## **7 PAYMENT**

- 7.1 Not used.
- 7.2 The Client shall pay all invoices in full within thirty (30) calendar days of the date of receipt of the invoice.
- 7.3 If the Client does not pay any invoice on the due date, and the Client has not advised Scolarest of any dispute regarding the invoice, then Scolarest may charge interest on the invoice amount at the rate of fifteen per centum per annum (15%pa) from the due date of payment until the date of payment in full.
- 7.4 If the Client dispute all or part of an invoice, the Client must notify Scolarest of the disputed amount. If the disputed amount is not resolved within 60 days from the date of notice, the parties will manage the dispute pursuant to clause 18 (dispute resolution).
- 7.5 Any expenses, costs or disbursements incurred by Scolarest in recovering any outstanding monies including debt collection agency fees and solicitors' reasonable costs shall be paid by the Client and any such monies which are outstanding after demand by Scolarest shall constitute a debt to Scolarest and interest shall accrue in accordance with the terms of Clause 7.3.
- 7.6 Scolarest shall be entitled without notice to immediately terminate any credit arrangement with the Client in the event of the Client breaching any of the terms and conditions contained in this Clause 7.
- 7.7 Without prejudice to any other rights, Scolarest may deduct from any monies which may be, or become, payable to the Client any money due from the Client to Scolarest pursuant to the Agreement (other than those amounts under dispute). Nothing in this Clause shall affect the



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right of Scolarest to recover from the Client the whole of the debt, or any balance of the debt, which remains owing after such a deduction has been made.

## 8 GOODS AND SERVICES TAX

- 8.1 If a Goods and Services Tax ("GST") applies to any supply made by either party under or in connection with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
- 8.2 If a change in the GST law is accompanied by or undertaken in connection with the abolition of or a reduction in any existing taxes, duties or statutory charges (in this Clause "taxes"), the consideration payable by the recipient of the supply made under this Agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.
- 8.3 Any invoice rendered by a party to this Agreement in connection with a supply under this Agreement which seeks to recover an amount of GST payable by that party must conform to the requirements for a tax invoice (as that term is defined in the GST law). If requested to do so by the recipient of the supply, the supplier must provide a tax invoice within fourteen (14) business days.

## 9 VARIATION OF SERVICES

- 9.1 Subject to the terms and conditions of this Agreement, the Client may upon providing Scolarest with reasonable written notice ("**Client Variation**") specifying the details of variation, request that the Services be varied to meet the Client's revised requirements.
- 9.2 As a result of variation of the Services, the Contract Price will vary by that amount as agreed between the parties as a reasonable amount to account for such variation.
- 9.3 Scolarest shall not be required to undertake the Client Variation until such time as the parties have agreed the resultant variation of the Contract Price in writing.

## 10 CHANGE IN LEGISLATION

- 10.1 If after the Commencement Date, the introduction of any statute, regulation or by-law or the imposition by government or by a local authority of any tax, royalty, fee or toll increases or decreases the cost to Scolarest of performing the Agreement, such increase or decrease not otherwise being provided for in this Agreement shall be automatically treated as a permitted and Client approved variation to the Contract Price as per Clause 6.3 above, with effect from the date of such change of law.

## 11 EMPLOYMENT OF STAFF

- 11.1 In the event any industrial action by the Client's employees prevents the provision of the Services at the Premises then the Client shall reimburse Scolarest throughout the period that



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trading is affected for the full amount of the associated labour costs plus any additional damages and losses incurred by Scolarest.

- 11.2 This Clause 11 shall survive the termination or expiry of this Agreement to the maximum extent permitted by law.

## 12 INSURANCE

- 12.1 Scolarest will effect and maintain at its cost, with a reputable insurance company, all insurance required by law to be effected by it, and without limiting the generality thereof, the following policies of insurance:

- (a) Workers' Compensation Insurance as required by law for injury to or death of its employees; and
- (b) Public Liability Insurance and product liability insurance to a minimum cover of ten million dollars (\$10,000,000) insuring Scolarest against all actions, costs, claims, charges and expenses which may be brought or made or claimed against it arising out of or in relation to the negligent actions or omissions of Scolarest or its employees, agents or subcontractor in respect to the performance of its obligations under the provisions of this Agreement.

- 12.2 Scolarest will ensure that certificates of currency for the above mentioned insurance policies are provided to the Client upon demand for the duration of this Agreement.

## 13 INDEMNITY

- 13.1 Subject to Clause 13.2, each of the parties (for the purposes of this Clause "the **Indemnifier**") agrees to indemnify and keep indemnified the other party, its servants and agents and each of them (in this Clause "**the Indemnified**"), from and against all loss, damage or injury or actions, costs, claims, charges and expenses whatsoever which may be brought or made or claimed against the Indemnified by third parties ("**Loss or Liability**"), where such Loss or Liability was directly caused by:-

- (a) the wilful or negligent actions or omissions of the Indemnifier or its employees, agents or contractors in the performance of its obligations under the provisions of this Agreement; and/or
  - (b) the Indemnifier's plant, equipment or machinery used on the Premises;
- (together "the **Conduct**").

- 13.2 The Indemnifier's liability to indemnify the Indemnified under this Clause 13 shall be reduced proportionately to the extent that the Conduct of the Indemnified contributed to the relevant Loss or Liability.



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- 13.3 In no event will either party be liable to the other party, its servants or agents 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 Agreement, including without limitation, any interruption of business, whether or not resulting from breach of contract or breach of warranty, even if that party has been advised of the possibility of such damages.
- 13.4 Scolarest holds this indemnity and all other rights, protections and benefits contained in this Agreement as trustee for the benefit of its officers, employees, directors and related bodies corporate.
- 13.5 This Clause 13 shall survive the termination or expiry of this Agreement to the maximum extent permitted by law.

#### 14 NOTIFICATION OF CLAIMS

- 14.1 Each party will notify the other in writing within one month 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 subcontractors.
- 14.2 This Clause 14 shall survive termination or expiry of this Agreement to the maximum extent permitted by law.

#### 15 SCOLAREST MATERIALS AND EQUIPMENT

- 15.1 The Client shall not have, nor acquire, any right, title or interest in the stock-in-trade or any plant or equipment brought onto the Premises by Scolarest which is more particularly described in Schedule Item 10 ("**Scolarest Material and Equipment**").
- 15.2 All Scolarest Material and Equipment remains the property of Scolarest and on termination or expiry of this Agreement, the Client shall immediately return to Scolarest all such Scolarest Material and Equipment which is in the Client's possession, custody or control.
- 15.3 The Client acknowledges that Scolarest retains ownership at all times of the "**Scolarest Intellectual Property**" which term includes:
- (a) the Scolarest name;
  - (b) the Scolarest trade marks;
  - (c) the Scolarest Confidential Information;
  - (d) the Scolarest copyright works; and
  - (e) all patents, patent applications, discoveries, inventions, systems, registered and unregistered designs and similar rights owned by Scolarest, or any of its related corporations.

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## 16 CONFIDENTIAL INFORMATION

- 16.1 A party may provide to the other party under this Agreement information that is either labelled as confidential, or due to the nature of the information the receiving party ought reasonably know is confidential ("**Confidential Information**"). Each party agrees that it will not, and that it will use its best efforts to ensure that its employees, subcontractors or agents will not, make use of any confidential information disclosed to it by the other party in connection with this Agreement and the other party which may come within its knowledge during the term of this Agreement.
- 16.2 The foregoing obligations of confidentiality shall not apply to information which either party can prove:
- (a) was known by, or became known to, the receiving party before the date it was received from the disclosing party; or
  - (b) is, or later becomes publicly known without breach of the Agreement; or
  - (c) is obtained from a third party who is not under an obligation of confidentiality; or
  - (d) is developed independently;
  - (e) becomes available by market analysis; or
  - (f) is required to be disclosed by law, including but not limited to the Client's obligations under the Government Information (Public Access) Act 2009 to disclose details of this Agreement and its terms.
- 16.3 Scolarest must, within 7 days of receiving a written request by the Client, provide the Client with immediate access to the following information contained in records held by Scolarest:
- (a) information that relates directly to the performance of the Services provided to the Client by Scolarest pursuant to the Agreement;
  - (b) information collected by Scolarest from members of the public to whom it provides, or offers to provide, the Services pursuant to the Agreement; and
  - (c) information received by Scolarest from the Client to enable it to provide the Services pursuant to the Agreement.
- 16.4 For the purposes of Clause 16.3, information does not include:
- (a) information that discloses or would tend to disclose Scolarest's financing arrangements, financial modelling, cost structure or profit margin;
  - (b) information that Scolarest is prohibited from disclosing to the Client by provision made by or under any legislation, whether of any State or Territory or of the Commonwealth; or
  - (c) information that, if disclosed to the Client, could reasonably be expected to place Scolarest at a substantial commercial disadvantage in relation to the Client, whether at present or in the future.



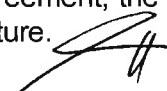
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- 16.5 Scolarest will provide copies of any of the information in Clause 16.3 as requested by the Client, at Scolarest's own expense.
- 16.6 Any failure by Scolarest to comply with any request pursuant to Clause 16.3 or 16.5 will be considered a breach of an essential term and will allow the Client to terminate the Agreement by providing notice in writing of its intention to do so with the termination to take effect 30 days after receipt of the notice. Once Scolarest receives the notice, if it fails to remedy the breach within the 30 day period to the satisfaction of the Client, then the termination will take effect 30 days after receipt of the notice.
- 16.7 The obligations of both parties pursuant to this Clause 16 shall survive termination or expiration of this Agreement to the maximum extent permitted by law.

## **17 TERMINATION**

- 17.1 If one party is unable to pay its debts as they fall due or goes into liquidation or receivership or an administrator or other corporate controller is appointed, then the other party may by notice in writing immediately terminate this Agreement.
- 17.2 If either party is in breach of a material term of this Agreement and (having been given written notice of the breach by the other party requiring the breach to be rectified) has failed to rectify the breach (provided that the breach can be remedied) within sixty (60) calendar days of receipt of the written notice, the party not in breach may terminate this Agreement immediately.
- 17.3 If the Client decides to close down its operations at the Premises, this Agreement may be terminated by the Client giving at least sixty (60) calendar days' written notice to Scolarest. If this Agreement is terminated under clause 17.3, Scolarest has an obligation to mitigate losses arising from termination, and the Client will be responsible for the reasonable and unmitigatable demobilization costs of Scolarest.
- 17.4 Scolarest may terminate this Agreement without cause upon giving at least twelve (12) months written notice to the other party. 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.
- 17.5 Capital Expenditure (as defined by Item 11 in the Schedule) will be amortised in a straight line over the Initial Term. If the Agreement is terminated for any reason whatsoever before the expiry of the Initial Term, then the Client will immediately reimburse to Scolarest upon the date of such termination the unamortised portion of such Capital Expenditure. Interest shall accrue at the rate of 15% per annum on the balance unpaid from the date of termination to the date of payment in full. At the expiration or termination of this Agreement, but subject to payment in full of all amounts due to Scolarest under this Agreement, the Client will acquire title to all equipment and works funded by the Capital Expenditure.



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## 18 DISPUTE RESOLUTION

- 18.1 Neither party shall commence court proceedings to seek resolution of a dispute under this Agreement without first attempting by alternative means to resolve the dispute in accordance with this Clause 18.
- 18.2 Notice of a dispute under this Agreement must be given in writing by one party to the other, stating the issues that are in dispute (the "**Dispute**") and naming a representative to whom the disputing party gives authority to negotiate and settle the Dispute. The other party must respond to such notice within seven (7) business days of receipt of same and name a representative with authority to negotiate and settle the Dispute on its behalf.
- 18.3 Within fourteen (14) calendar days of the second party notifying the first of its representative, the parties must act in good faith to resolve the Dispute. The terms of any settlement reached are to be recorded in writing and signed by each representative and will be binding on the parties.
- 18.4 Should the Dispute not be resolved within the time period specified in Clause 18.3 either party is at liberty to commence litigation.

## 19 GENERAL

### 19.1 Interpretation

In this Agreement unless otherwise expressly provided:

- (a) reference to a person includes any other entity recognised by law and vice versa;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing one gender include every gender;
- (d) any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;
- (e) expressions and terms expressly defined in the *Corporations Act 2001* that are also referred to in this Agreement have the same meanings as have been ascribed to them in that Act as at the date of this Agreement;
- (f) clause headings are for reference purposes only and do not affect interpretation;
- (g) reference to an Item is a reference to an item in the Schedule to this Agreement;
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (i) a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time; and

- (j) reference to a Statute includes all regulations made under, amendments to that Statute and any Statute passed in substitution for that statute or incorporating any of its provisions.
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

## 19.2 Notices

- (a) A notice, approval, consent or other communication under this Agreement must be in writing and must be delivered or sent by facsimile or registered post to the contact listed in Item 12 of the Schedule or as updated and advised to the other party from time to time..
- (b) A notice, approval, consent or other communication takes effect from the time it is received, unless a later time is specified in it.
- (c) Notices will be taken to be received:
  - (i) if hand delivered during normal business hours at the time of delivery, in all other cases on the following business day;
  - (ii) in the case of a posted letter, on the third business day after posting; and
  - (iii) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

## 19.3 Relationship of Parties

Nothing in this Agreement is or will be taken as constituting the relationship of agent, partnership or joint venturer between the parties or otherwise sharing risks or rewards or constituting any party, the agent, or representative of another party. Scolarest performs all work under this Agreement as an independent contractor.

## 19.4 Costs

Each party must pay its own costs in respect of this Agreement and the documents and transactions contemplated by this Agreement.

## 19.5 Amendment

Any amendment or variation to this Agreement must be made in writing and signed by both parties.

## 19.6 Assignment

Neither party may transfer or assign any of its rights under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.



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## 19.7 Severance

If any term or condition of this Agreement or its application to any party or any circumstance is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then unless that term or condition is fundamental to the operation of the Agreement the remaining terms and conditions of this Agreement will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

## 19.8 Waiver

A power or right may only be waived if it is in writing and signed by the party to be bound by the waiver.

## 19.9 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the State or Territory that is specified in Schedule Item 9. Each party agrees that courts with valid jurisdiction in that State or Territory have authority to settle any claim or matter arising under this Agreement subject to the reasonable endeavours of at least one party to resolve any Dispute pursuant to Clause 18 above and each party submits to the non-exclusive jurisdiction of those courts.

## 19.10 Counterparts

This Agreement may be executed in any number of counterparts, and provided such counterparts are signed by all parties then those counterparts taken together shall constitute a binding agreement between the parties effective from the date last signed.

## 19.11 Rights cumulative

The rights, remedies and powers of the parties under this Agreement are cumulative and do not exclude any other rights, remedies or powers.

## 19.12 Entire Agreement

This Agreement contains the entire understanding and agreement between the parties as to its subject matter. This Agreement supersedes all other oral and written communications and agreements between the parties. The parties may not be bound by any term other than stated herein.

## 19.13 Further Assurances

Each party agrees to take all steps, execute all documents and do everything in good faith as may be necessary or reasonably required to give full effect to the provisions of this Agreement and the transactions contemplated by it, and to refrain from doing all acts or things which are contrary to the intention of this Agreement.



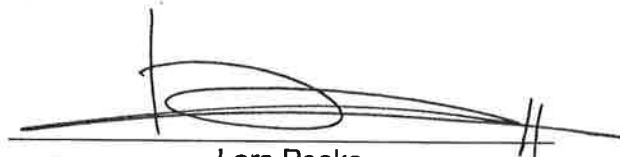
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## EXECUTED AS AN AGREEMENT

**SIGNED** for and on behalf of **Scolarest  
(Australia) Pty Ltd** ABN: 60 129 203 998 by:

the delegated authority of it's authorised  
representative:

  
Lara Peake  
Company Secretary

Date: 19<sup>th</sup> April 2011

**SIGNED** for and on behalf of **University of  
Wollongong**, by its duly authorized  
representative:

  
Signed by

DAMIEN ISRAEL  
Name (print)

Date: 27/6 2011

  
Witness signature

B. SINKUNAS  
Name (print)

Date: 27/6 2011



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## SCHEDULE

1. **THE CLIENT (name, registered address and ABN):** *University of Wollongong  
ABN 61 060 567 686  
Northfields Avenue  
Wollongong NSW 2522*
2. **THE PREMISES:** *Campus East  
Weerona College  
International house*
3. **THE SERVICES:** *Catering Services  
see attached Schedule 1 Contract Specification*
4. **THE COMMENCEMENT DATE:** *1<sup>st</sup> February 2007*
5. **INITIAL TERM:** *3 years to 31 January 2010*
6. **FURTHER TERM:** *2 years commencement 1<sup>st</sup> February 2010*
7. **THE CONTRACT PRICE:**  
*The Contract Price will include:*
  - A. *See attachment*

### **B. Expenses Reimbursements**

*Client will reimburse Scolarest for all valid food expenses arising from food delivery at each residence, provided Scolarest:*

- *Provides on an annual basis a detailed schedule listing all supplier food costs; and*
- *Upon request by Client, provides original invoices for substantiation.*



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C. See attachment

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8. **OTHER SERVICES:** *NIL*
9. **GOVERNING LAW:** *New South Wales*
10. **SCOLAREST EQUIPMENT:** *NIL*
11. *See attachment*

**12. PARTY CONTACTS**

**For Scolarest:**

Company Secretary  
Compass Group  
737 - 739 New South Head Road  
Rose Bay 2029  
Fax: + 61 8 9223 4604

**For Client:**

General Manager, Accommodation Services  
Building 36  
University of Wollongong  
Northfields Avenue, Wollongong NSW 2522  
Fax: 02 4221 3797



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# Extension of Term & Variation Agreement

## PARTIES

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**UNIVERSITY OF WOLLONGONG** (ABN 61 060 567 686) of Northfields Avenue, Wollongong, NSW 2522 (**UOW**)

**COMPASS GROUP EDUCATION HOSPITALITY SERVICES PTY LTD** (ABN 60 129 203 998) of Ground Floor, 35-51 Mitchell Street McMahon's Point NSW 2060 (**Chartwells**)

## BACKGROUND

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- A. On or about 21 May 2013, the Parties entered into a Catering Services Agreement regarding the provision of accommodation location catering services, which was subject to variations by agreement on or about 7 March 2017 and on or about 22 September 2020 (**Original Agreement**).
- B. The Parties wish to extend the Term of the Original Agreement, to recommence provision of services at an accommodation facility and to make a number of consequential variations.
- C. The Extension Clause of the Original Agreement requires an agreement to extend the Term to be evidenced in writing and signed by both parties.
- D. The Variation Clause of the Original Agreement provides that the Original Agreement may only be amended in writing and signed by both parties.
- E. The purpose of this Agreement is to extend the Term of the Original Agreement, in accordance with the Extension Clause, and to vary the Original Agreement, in accordance with the Variation Clause.
- F. The Parties agree to extend the Term and vary the terms of the Original Agreement as set out in this Agreement.

## TERMS

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### 1. DEFINITIONS

- 1.1 In this Agreement:
  - (a) **Agreement** means this agreement, including all annexures and schedules to it;
  - (b) **Effective Date** means date of last signature of this Agreement;
  - (c) **Extension Clause** means clause 3.4 in the Original Agreement;
  - (d) **Original Agreement** means the agreement described in paragraph A of the Background;
  - (e) **Original Expiry Date** means 31 December 2022;
  - (f) **Party** means either UOW or Chartwells as the context requires and Parties means both UOW and Chartwells;
  - (g) **Variation Clause** means clause 19.5 in the Original Agreement.
- 1.2 Unless the contrary intention appears, any other capitalised term in this Agreement has the meaning given to it in the Original Agreement.

### 2. INTERPRETATION

- 2.1 In this Agreement, unless the contrary intention appears:
  - (a) words referring to gender include any other gender;
  - (b) words in the singular include the plural and words in the plural include the singular;



- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) all references to dollars or \$ are to Australian dollars;
- (e) reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document;
- (f) reference to any legislation or to any provisions of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (g) reference to the word “including” is not to be construed as an expression of limitation;
- (h) reference to a right or obligation or any two or more persons confers that right or imposes that obligation jointly and severally;
- (i) words referring to a person include a partnership and a body whether corporate or otherwise;
- (j) reference to conduct includes any omission or negligent act;
- (k) where any conflict arises between the terms and conditions contained in this Agreement and any part of the Schedules (and attachments if any), the terms and conditions of this Agreement prevail; and
- (l) where an act is required to be performed or a payment required to be made on a day that is not a business day, the act will be required to be performed or the payment required to be made on the following business day.

### 3. PRELIMINARY MATTERS

- 3.1 The Parties agree that, on and from the Effective Date, the Original Agreement will be read and construed subject to the terms of this Agreement, with the intent that if there is any inconsistency between the terms and conditions of the Original Agreement and the terms and conditions of this Agreement, this Agreement will, to the extent of such inconsistency, prevail.

### 4. EXTENSION OF TERM

- 4.1 The Parties agree to an extension of the Term of the Original Agreement, in accordance with the Extension Clause, for a period of 2 years from the Original Expiry Date (that is, until 31 December 2024).
- 4.2 The Parties acknowledge and agree that an offer has been made and accepted in accordance with clauses 3.3 and 3.4 of the Original Agreement, and that the new expiry date of 31 December 2024 is evidenced by this Agreement.

### 5. VARIATION OF ORIGINAL AGREEMENT

- 5.1 The Parties agree that, on and from the Effective Date, the Original Agreement is varied as follows:
- (a) Immediately following clause 2.1 of the Original Agreement, new clause 2.2 is inserted as follows:
    - 2.2 Services at International House*
    - (a) Chartwells must provide the Services at the Accommodation Facility known as International House, as specified in Schedule 1, for a period of 12 months from 27 February 2022 (“Initial Period”).*
    - (b) The University may, at its sole discretion, offer Chartwells the option to extend provision of Services at International House for a further 12 months, after the expiry of the Initial Period. If the University wishes to do so, it will notify Chartwells of this offer in writing at least 8 weeks prior to expiry of the Initial Period.*
    - (c) Chartwells agrees to notify the University in writing as to its acceptance of this offer or otherwise within 4 weeks of receiving written notification.*
    - (d) If the offer is accepted, the extension of Services will be evidenced in writing signed by an authorized representative of each party, and the Services will continue as specified in Schedule 1.*
    - (e) For clarity, the Parties acknowledge and agree that if the University elects not to offer Chartwells an extension of Services in accordance with this clause 2.2, this will not constitute a reduction in services nor a closure of operations and clause 16.2 will not, on this basis, apply.*
  - (b) *Schedule 1 – Contract Schedule, Item 1 Accommodation Facilities:* insert the text “, International House.” after the words “Campus East”;
  - (c) *Schedule 1 – Contract Schedule, Item 4 Contract Control Officers:* delete the University’s contact details and replace with the following

*Attention: Associate Director, Student Residence  
University of Wollongong  
Northfields Avenue, Gwynneville NSW 2522  
Email: accom-finance@uow.edu.au*

- (d) *Schedule 2 – the Catering Services*: insert new *Section 3 International House*, content as set out in Attachment A to this Agreement;
- (e) *Schedule 3 – Pricing Schedule*: insert new *Item 1.D International House – Contract Price & Equipment Renewal*, content as set out in Attachment B to this Agreement.

## **6. AFFIRMATION OF THE ORIGINAL AGREEMENT**

- 6.1 The Parties affirm in all other respects the terms and conditions of the Original Agreement as varied by this Agreement.
- 6.2 The Original Agreement, as varied by this Agreement, comprises the entire agreement between the Parties in respect of its subject matter.
- 6.3 The Parties acknowledge and agree that the Original Agreement, as varied by this Agreement, is and continues to be in full force and effect.

## **7. GENERAL**

### **AMENDMENT**

- 7.1 This Agreement may only be varied by a document duly executed by the Parties.

### **FURTHER ASSURANCE**

- 7.2 Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

### **LEGAL COSTS AND EXPENSES**

- 7.3 Each Party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

### **ASSIGNMENT**

- 7.4 A Party must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

### **WAIVER**

- 7.5 No failure or delay by either Party to exercise a right or remedy under this Agreement will be construed or operate as a waiver of that right or remedy. A right or remedy under this Agreement can only be waived by notice in writing signed by the Party waiving the right. A waiver by one Party under this clause does not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

### **NO DISADVANTAGE**

- 7.6 No part of this Agreement is to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

### **GOVERNING LAW AND JURISDICTION**

- 7.7 This Agreement will be interpreted under and governed by the laws of New South Wales.
- 7.8 The Parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

### **EXECUTION BY COUNTERPARTS**

- 7.9 This Agreement may be executed by each Party separately executing a counterpart and exchanging those counterparts. The counterparts together will constitute one legally binding agreement. Delivery of a signed copy of this Agreement by electronic means will have the same effect as delivering a signed original.

### **SIGNATORIES**

- 7.10 Each Party warrants that its signatories to this Agreement have authority to enter into this Agreement on behalf of that Party.

## EXECUTED AS AN AGREEMENT

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**EXECUTED** for and on behalf of **UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686)**

by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name of Authorised Representative →

Damien Israel

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Signature of Authorised Representative →



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Name of Witness →

Lyndsey Frigo

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Signature of Witness →



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Date of Signature →

15 March 2022

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**EXECUTED** for and on behalf of **COMPASS GROUP EDUCATION HOSPITALITY SERVICES PTY LTD (ABN 60 129 203 998)** by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name of Authorised Representative →

Bart Murray

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Position of Authorised Representative →

Company Secretary

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Signature of Authorised Representative →

  
Bart Murray (Mar 14, 2022 10:13 GMT+8)

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Name of Witness →

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Signature of Witness →



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Date of Signature →

14 March 2022

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### 3. INTERNATIONAL HOUSE

Chartwells is required to provide breakfast and dinner on weekdays; and brunch (either Saturday or Sunday, as agreed between the Parties) and dinner on weekends for:

- Up to 220 students during a 48 week accommodation contract period (usually February to mid-December, in 2022 commencing on 27<sup>th</sup> Feb), inclusive of the 34 week academic year;
- Variable numbers during semester breaks.

#### Standard Meal Service

- Breakfast – 7.30am to 10:30am Monday to Friday
- Dinner - 5:30pm to 7:30 pm (7 days)
- Brunch – 9:00am to 11:00am (Saturday or Sunday) (Brunch is one of the 4 x hot breakfasts, see below)

#### Meal Requirements

- Breakfast- continental breakfast is required daily including Brunch and a hot breakfast 4 times a week of which one is a Brunch. Breakfast may include: Flavoured yoghurt, fresh fruit, cereals, and assorted breads, condiments, and accompanying beverages. A selection of four (4) breakfast cereals, including low fat, low sugar and high fibre varieties. Hot breakfast may include: eggs, grilled bacon, and three other hot dishes e.g. baked beans, sausages, and mushrooms. In addition porridge or other hot cereals should be available during the winter months;
- Dinner - Four (4) main meal choices (including a vegetarian option) with accompanying fresh bread, fruit and salad bar; 3 vegetables including 1 potato option and 2 others. White and brown rice to be available nightly. Ice cream/frozen yoghurt machine to be available at dinner service. Cooked desserts available 3 nights per week. In addition, one Halal meat dish to be available to students each night.
- Late Meals - required Monday to Friday during semester periods only comprising dinner options or a light meal that students can take-away and reheat if required. Student must place their request by 3pm on the day.

#### Provide

- A minimum of 2 different varieties of fresh fruit, consistent with the season for each meal service.
- Fresh daily a minimum of 2 different varieties of fresh bread items consistent with the meal service e.g. white, brown, multigrain, rye or wholegrain sliced bread, together with bread rolls, crumpets, muffins and pastries.
- The following beverages at every meal service period:
  - A minimum variety of 1 type of 100% fruit juice;
  - Two varieties of cordial drinks (one is to be low joule variety); and
  - Tea and coffee, including caffeine free varieties, Milo and/or Ovaltine and hot chocolate, (appropriate to the season).
- Appropriate and relevant 'accompaniments' at each meal service e.g. tomato sauce, gravy, hot & sweet chilli sauce, pickles, chutney and mustards.

- Appropriate alternative options for Vegetarian, Halal, food intolerances or other menu requirements for the site population, as advised by the Student Residence Manager.
- Late Meal request process: method of supplying meals for students who may be unable to attend the dining room during normal meal service times. Flexibility and courtesy should be provided to students arriving at the tail end of meal service times, due to lectures, other commitments, illness, injury or cultural/ religious reasons (e.g. Ramadan).
- Discretionary meals can be taken up by purchasing from the reception desk and using the servery as per the meal plan.

## **Agreement and Variation – Provision of catering service**

### **CONTRACT DISCLOSURE**

The University of Wollongong has withheld certain information as allowed under Part 3, Division 5, Section 32 of the Government Information (Public Access) Act 2009. In accordance with the Act, the clauses of the contract that have been redacted, including the reasons for non-disclosure, have been listed below:

#### **Agreement:**

Clause 7A of Schedule	-	financial information
Clause 7C of Schedule	-	financial information
Clause 11 of Schedule	-	financial information

#### **Variation:**

Attachment B	-	financial information
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The above clauses and attachment relate to the commercial-in-confidence provisions of the contract which, if disclosed, would diminish the business' commercial value and would place it at a competitive disadvantage in relation to the service it provides.