

Raleigh Park Community Association

THIRD PARTY SUPPLIER AGREEMENT

DATE:	
PARTIES:	Community Association D.P. No 270003 (ABN 85 645 519 878) of [insert address] (RPCA)
AND:	of (Supplier) [Print supplier's full legal name, ACN/ABN and address above]

1. ACKNOWLEDGEMENTS

- (a) RPCA is the owner of the Venue.
- (b) RPCA and the Hirer have entered into an agreement pursuant to which the Hirer may occupy and use the Venue during the Hire Period for an agreed purpose, subject to the Hirer's compliance with that agreement.
- (c) The Hirer has engaged the Supplier to provide certain services to the Hirer in connection with the Hirer's occupancy and use of the Venue (**Services**).
- (d) The Supplier acknowledges that RPCA:
 - (i) has not engaged it to provide the Services; and
 - (ii) gives no warranty to the Supplier that the Venue will be suitable for the Services.

- (ii) immediately cease supply of the Services if doing so is unsafe or otherwise at risk of causing harm or damage to the persons listed in clause 3(a)(i) or any other person;
- (iii) not cause any damage to the Venue;
- (iv) comply with all Workplace Health and Safety Laws;
- (v) following RPCA's request, immediately demonstrate compliance with the Workplace Health and Safety Laws, including by providing evidence of measures it has taken to achieve compliance;
- (vi) cooperate with RPCA and any other suppliers engaged by the Hirer in order to maintain a high standard of health and safety practices;
- (vii) following any accident or incident, immediately take all steps necessary to mitigate the impact of that accident or incident, provide RPCA with full details of what has occurred and comply with RPCA's directions (if any) in that regard; and
- (viii) if RPCA directs it to do so at any time, immediately cease providing the Services, vacate the Venue and remove its property from the Venue.

2. ACCESS

Subject to the Supplier's compliance with this Agreement, the Supplier and its Personnel may access the Venue during the Hire Period for the sole purpose of providing the Services to the Hirer at the Venue.

3. SUPPLIER'S OBLIGATIONS

- (a) In connection with the Supplier's supply of the Services to the Hirer, the Supplier must (and must ensure that its Personnel):
 - (i) take all reasonable and necessary steps to ensure the health, safety and welfare of:
 - (1) RPCA and its officers, employees, consultants and agents;
 - (2) the Hirer and its Guests;
 - (3) local residents and members of the public; and
 - (4) any other person with access to the Venue, including the Supplier's Personnel;

4. PUBLIC LIABILITY INSURANCE

The Supplier must:

- (a) maintain a public liability insurance policy that:
 - (i) covers its supply of the Services at the Venue (including the activities of its Personnel);
 - (ii) provides a minimum cover of \$20 million in respect of any one claim;
 - (iii) names RPCA as an interested party; and
 - (iv) is issued by an insurer acceptable to RPCA;

- (b) prior to providing the Services to the Supplier at the Venue, provide to RPCA an original certificate of currency for the policy specified in clause 4(a); and
- (c) immediately notify RPCA in writing if that policy lapses or is cancelled by the insurer or if any event arises that may give rise to a Claim under that policy.

5. INDEMNITY

- (a) The Supplier indemnifies RPCA from and against any Claims made against RPCA, and from and against any Loss that RPCA incurs, directly or indirectly arising in connection with:
 - (i) the negligence of, any act or omission by, or any breach of this Agreement by the Supplier; or
 - (ii) any Claims made against RPCA by any of the Supplier's Personnel that attends the Venue.
- (b) The Supplier is not liable for any proportion of Loss to the extent that such Loss has arisen in connection with the negligence, act or omission or breach of this Agreement by RPCA.
- (c) It is not necessary for RPCA to incur expense or make any payment before enforcing the right of indemnity conferred by this Agreement.

6. EXCLUSION OF LIABILITY

To the fullest extent permissible at law, RPCA shall not be liable to the Supplier, either directly or indirectly, for any loss of life or personal injury or damage to or loss of property that may be suffered or incurred in connection with the Supplier's access to the Venue, unless such loss or damage is caused by the negligent act or omission of RPCA.

7. NO ASSIGNMENT

The Supplier must not assign its rights, obligations or other interests under this Agreement.

8. SEVERABILITY

Part or all of any provision of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement will continue in force.

9. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the parties, and supersedes any prior agreement or understanding, on everything connected with the subject matter of this Agreement.

10. GOVERNING LAW

This Agreement will be construed in accordance with the laws of New South Wales and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of New South Wales and the courts entitled to hear appeals from those courts.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts. Any single counterpart or a set of counterparts, executed, in either case, by all the parties will constitute a full and original document for all purposes.

12. DEFINITIONS AND INTERPRETATION

- (a) The following words and phrases have these meanings unless the context requires otherwise:

Agreement means this third party supplier agreement between RPCA and the Supplier.

Claim means any claim, allegation, suit, action, demand, cause of action or proceeding, irrespective of when it arises, whether or not it is actual or contingent, or whether it is made under agreement or in tort (including in negligence), in equity, under statute or otherwise.

Guests means the Hirer's employees, agents, invitees and guests.

Hire Period means the period of time during which the Hirer may occupy and use the Venue pursuant to the applicable community hall venue hire agreement between RPCA and the Hirer.

Loss means actual or contingent damage, debt, loss, penalty, fine, expense, liability or costs (including legal costs on a solicitor/client basis and investigative costs).

Personnel means, in respect of the Supplier, its employees, officers, contractors and agents.

Venue means the building known as the community hall located at 2 Black Lion Place, Kensington NSW 2033 and includes the outside area immediately surrounding the Venue.

Workplace Health and Safety Laws means the *Work Health and Safety Act 2011* (NSW) and all related regulations and instruments.

- (b) In this Agreement, unless the contrary intention appears:
- (i) any gender includes the other;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a person includes an individual, corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;
 - (iv) a statute or regulation includes an amendment, replacement or re-enactment of that statute or regulation;
 - (v) the word "including" and similar expressions are not words of limitation;
 - (vi) headings are for convenience only and do not form part of this Agreement or affect their interpretation;
 - (vii) reference to a "party" is a reference to RPCA or the Supplier (as applicable) and reference to "parties" is a reference to both RPCA and the Supplier; and
 - (viii) a document (including this Agreement) includes any novation, variation or replacement of it.
- (c) No provision in this Agreement will be construed adversely to a party on the ground, irrespective of whether or not it is the only ground, that the party was responsible for the preparation of the provision.

EXECUTED as an agreement

Executed for and on behalf of **Community Association D.P. No 270003** by:)
)
)

Signature of Strata Account Manager

Name of Strata Account Manager

[If the Supplier is an individual, use the following execution block and strike out the block below.]

Executed by **Supplier:**)
)
)

Signature of Supplier

Name of Supplier

[If the Supplier is a corporation, use the following execution block and strike out the block above.]

Executed by **Supplier** pursuant to section 127)
of the *Corporations Act 2001*:)
)

Signature of Director/Secretary

Name of Director/Secretary

Position held

Signature of Director/Secretary

Name of Director/Secretary

Position held