

Item 10 (clause 4.9(a)): Outcomes
Not applicable.

Item 11 (clause 7.2): Reporting requirements
<p>Until all of the Recipient's obligations under this Deed related to the carrying out of the Approved purpose have been performed or discharged, the Recipient must give to the Grantor:</p> <ul style="list-style-type: none"> (a) a detailed Project Plan, as identified in Item 4; (b) a Progress Report; (c) an Exit Report, as identified in Item 4; (d) an Acquittal Report ; and (e) any other information, report, progress report, statement or statutory declaration relating to the Approved Purpose as may be reasonably required within 21 days of the Grantor's written request. <p>Each financial statement and report must be in writing, in a form and substance satisfactory to the Grantor.</p>

Item 12 (clause 9): Insurance
<p>Clause 9 is applicable. The amount of insurance required for the purposes of clause 9.2 (a) is \$20,000,000 and the amount of insurance required for the purpose of 9.2(b) is \$10,000,000.</p>

Item 13 (clause 12): Special terms and conditions
<p>The Recipient agrees:</p> <ul style="list-style-type: none"> (a) to provide a monthly update to the Department of State Growth in the form of a verbal briefing, together with a written progress report in a form and substance satisfactory to the Grantor on 31 May 2021; (b) to provide, in a form and substance satisfactory to the Grantor, written evidence of the satisfaction of each condition precedent; (c) that any interest received and/or accrued on the Grant forms part of the Grant and is to be used solely for the Approved Purpose; (d) to provide to the Grantor any other information, report, progress report, statement or Statutory Declaration relating to the Approved Purpose that the Grantor reasonably requests, within ten Business Days of the Grantor's written request; (e) that any information to be provided by the Recipient under the terms of this Deed is to be in a form acceptable to the Grantor; (f) to participate in any funding evaluation that may be undertaken by the Grantor; and (g) without limiting clause 5.3, the Recipient is to liaise with the Department of State Growth regarding any planned major media announcements and provide at least one weeks' notice prior to each function. <p>GLOSSARY</p> <p>"Acquittal Report" means, in respect of the Approved Purpose, a detailed financial acquittal report due no later than four weeks after the provision of the Exit Report, outlining the Recipient's use and expenditure of the Grant against the budget detailed in the Project Plan for</p>

each of the activities.

“Exit Report” means, in respect of the Approved Purpose, a report due no later than 30 September 2021 detailing:

- that all items identified within the Project Plan have been delivered as planned;
- key outcomes of the mental health support package, including number of vignettes filmed and produced, venues filmed and the reach and engagement of the vignettes;
- a report on the pilot mentoring program and advisory service including number of businesses who participated in the program, regularity of the service, types of advice provided and outcomes of the service along with a report on the types of issues the industry is currently faced with and qualitative feedback from participants; and
- a report on the partnership with Lifeline Tasmania including number of businesses and individuals who have participated in the Mental Health First Aid training program and a regional breakdown of participation;

“Progress Report” means, in respect to the Approved Purpose, a report due no later than 31 May 2021, a report detailing progress against the Project Plan.

“Project Plan” means, in respect of the Approved Purpose, a report detailing project goals and objectives, tasks and initiatives that will be achieved.

Released under RTI

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 11.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grant Account has the meaning in clause 3.3.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Personnel means any person who is an officer, employee, agent, or professional advisor of the Recipient.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

Security Interest means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Payment of Grant instalments linked to performance):** If:
 - (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
 - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 13.

3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
 - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
 - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (**Agreed Budget**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

4.6 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.7 Carrying out activity

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

4.8 Contractors

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

4.9 Outcomes

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
 - (i) ensure that it achieves all of the Outcomes;

- (ii) provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.10 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.10 survives the termination of this Deed.

4.11 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.12 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

5.1 Acknowledgement

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

5.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

5.3 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, **Specified Event** means:
 - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
 - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

6 Repayment of Grant by Recipient

6.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

6.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

6.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

6.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

6.5 Interpretation

Nothing in this clause 6 limits the generality of any thing else in this clause.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 11.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 11, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

8 Indemnities

8.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

8.2 Continuing obligation

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

9 Insurance

9.1 Application

This clause 9 applies if Item 12 states that this clause applies.

9.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) loss or damage to the property of any person,for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that

the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

10 Representations and warranties

10.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes):** except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;

- (b) **(transaction permitted):** the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
 - (i) any applicable Law or any order or ruling of a Government Body;
 - (ii) any agreement binding on the Recipient;
 - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation):** if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations):** if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power):** the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation):** this Deed:
 - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
 - (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (g) **(information):** all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event):** except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties):** if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) **(trustee and personal capacity):** the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) **(sole trustee):** the Recipient is the only trustee of the trust;
 - (iii) **(additional trustee):** no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) **(power):** the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) **(full force and effect):** the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) **(due administration):** the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;

- (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
- (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:
 - (A) are current and have not been amended, altered or revoked in any way; and
 - (B) contain all of the terms of the trust; and
- (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

10.3 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

11 Default Events, termination, scope reduction and suspension

11.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach)**: If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.

- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
 - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

11.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 15.3 (or any later date specified in the notice).

11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
 - (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and

- (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.
- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

11.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - (ii) subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

11.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):

- (i) operates on and from the date of the Suspension Notice; and
- (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:
 - (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

13 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 13 as if it were an actual payment made pursuant to this Deed.

- (g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

14 Dispute resolution

14.1 Application

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

14.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

14.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:

- (i) any settlement proposal made to, or considered by, a party;
- (ii) the willingness of a party to consider a settlement proposal;
- (iii) any statement made by, or on behalf of, a party during the negotiations; and
- (iv) any document prepared for the purposes of the negotiations.

- (b) Nothing in clause 14.3(a)

- (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
- (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
- (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

14.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

14.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

14.6 Injunctive and other discretionary relief

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

15 Notices

15.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

15.2 Method and address for delivery

- (a) Subject to clause 15.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

15.3 Time of receipt

- (a) Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

- (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

15.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

16 Miscellaneous

16.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

16.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

16.3 Entire agreements clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 16.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

16.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

16.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

16.6 Compliance with obligations

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

- (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

16.7 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

16.8 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

16.9 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

16.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

16.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

16.12 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

16.13 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

16.14 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

16.15 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

16.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

16.17 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

16.18 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

16.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

16.20 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

16.21 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.

- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

16.22 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

16.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

16.24 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

16.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed;
 - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).

- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 16.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

s 36

Being a person who has authority to sign this Deed on behalf of the Grantor

*Print name and position:

JARONI ALLEN
DEP SECRETARY

Witness' signature:
>

s 36

*Witness print name and position:

s 36
Public Servant

*Use BLOCK LETTERS

*Witness print address:

4 Salamanca Place
Hobart Tas 7000

Execution by the Recipient

Executed as a deed for and on behalf of **Australian Hotels Association Tasmanian Hospitality Association** in accordance with the resolution of the Committee dated by its authorised officer(s) in the presence of the witness named below:

Authorised Officer's signature:
→

s 36

Authorised Officer's signature:
>

s 36

Witness' signature:
>

*Witness print name:

s 36

*Use BLOCK LETTERS

*Witness print address:

s 36

Tasmanian Hospitality Association

Playing It Safe

Exit Report

April 2021

Introduction

The following report has been drafted to meet the requirements of the Tasmanian government grant of \$150,000 to the Tasmanian Hospitality Association (THA) to "Develop a hospitality specific public awareness campaign to keep patrons informed of the current restrictions in place in Tasmania".

The campaign also had an underlying objective to encourage patrons to behave in an appropriate manner towards hospitality industry staff. As the restrictions due to the Coronavirus began to ease the industry noted a significant rise in poor patron behaviour, particularly towards venue staff advising of the new regulatory and operating requirements.

The on air and in-venue campaign was delivered between 12 February 2021 and 15 April 2021.

There were three main elements to the campaign:

- Television advertisements;
- Social media advertising; and
- In-venue static displays.

The advertising was supported by a campaign landing page www.playitcovidsafe.com.au and a media event was held to launch the campaign.

Attached are the final reports from the media placement company CorComms detailing the engagement and reach achieved.

The Creative

The messaging approach centred around shared responsibility and polite prompting, raising an awareness of the need to maintain Covid-safe behaviours to keep enjoying hospitality venues. We favoured an amenable approach, seeking viewer empathy for the hospitality employee dealing with the sometimes-tiresome task of asking for patron compliance.

The campaign tagline was 'Play it Covid-Safe' with the key message "Please follow staff directions to play it Covid-safe and we can all keep up the good times."

Summary of Outcomes

1. Television Advertisements

The full details of the advertising are provided in the attached TV Performance Report from Cor Comms.

The advertisements were placed with 7TAS and TDT9 and consisted of a 1 x 30 second commercial and a 1 x 15 second commercial.

The advertisements were placed over a total of 2387 spots consisting of 165 paid spots and 2222 bonus spots.

The attached reports note that, averaged over the two television stations, the target audience (18+) viewed the advertisements as follows:

- 51.6% at least twice;
- 45.6% at least three times; and
- 42.4% at least four times.

Over the course of the campaign a gross audience total of 8,142,675 were impacted across the two television stations, with an average of 56.7% of all individuals over 18+ having viewed the advertisements at least once.

A run through of the commercial can be viewed at

<https://www.youtube.com/watch?v=G9A6BTVPs2U&t=1s>

2. Social Media Advertising

The campaign featured paid placement on Facebook, Instagram and Youtube, with both static and video posts. The full details of the social media campaign are provided in the attached Cor Comms social media report.

According to the report the social media advertisements performed well, reaching a total of 192,228 people with 2,028,810 impressions. The advertisements also generated "a massive" 8,107 clicks to the website and a click through rate of 0.40%. Together with the video feed placements a strong click through rate of 0.72% was achieved, just slightly below the Facebook average of 0.89%.

Importantly the report notes that there were 75,255 Thruplays with 36,171 viewed through to completion, meaning almost half of the viewers watched the videos through to completion.

Youtube placements also performed exceptionally well with a view rate of 19.07% (compared to the average Youtube rate of 15%).

There was a high degree of engagement with the social content. Some comments, such as those that were disparaging or featured conspiracy theories, were moderated.

3. In-venue static displays

The full details of the static display campaign are provided in the attached Convenience Advertising report.

The campaign was estimated to reach 104,925 patrons each week and in excess of 944,000 patrons over the course of the campaign. Venues included 81 hotels, 9 clubs, 5 bars, 3 bowling clubs, 1 golf club and 1 casino.


The attached report also provides details of the regional locations of the venues, with a broad distribution across Tasmania and a more intensive placement in the city and larger urban centres.

The report also provides details of the venue type and demographics.



DEPARTMENT OF STATE GROWTH

Dept. Ref D21/I10462
 Critical Date _____

APPROVED/ NOT APPROVED	
	
SIGNED:	_____
DATE:	21 May 2021

Minute to the Deputy Secretary

SUBJECT: TASMANIAN HOSPITALITY ASSOCIATION – EXIT REPORT AND FINAL PAYMENT – PLAYING IT SAFE CAMPAIGN FUNDING

Deputy Secretary's notation:

Recommendation:

That you:

1. Note that in accordance with the grant deed, the Tasmanian Hospitality Association (THA) have submitted an exit report for the Playing it Safe campaign (Attachment A); and
2. Note this reporting, approve the second instalment of funding and sign the grant drawdown form (Attachment B).

Background:

In late 2020, in response to Tasmanian borders re-opening to interstate visitors, the Tasmanian Hospitality Association (THA) submitted a proposal to the Tasmanian Government which outlined the need for an awareness campaign regarding COVID-19 restrictions, with a focus on respect for hospitality workers co-ordinating compliance.

On 19 January 2021, the Crown in Right of Tasmania entered into a grant deed with the THA to provide \$150 000 (excluding GST) to deliver a hospitality industry specific public awareness campaign to keep patrons informed of COVID-19 restrictions (D21/8922).

Current Situation:

Under the grant deed, funding is provided in two instalments:

- \$100 000 upon the provision of a progress report; and

- \$50 000 on the provision of an exit report, including key outcomes of the campaign and a financial acquittal.

As per the conditions of the grant, the THA has submitted an exit report on the Playing it Safe Campaign (see Attachment A).

The aim of the campaign was to inform the public about requirements for physical distancing and density, restrictions on activities and general COVID-safety, so hospitality experiences could be enjoyed safely. The campaign tagline was 'Play it COVID-Safe' with the key message "Please follow staff directions to play it COVID-safe and we can all keep up the good times".

The campaign was delivered between 12 February 2021 and 15 April 2021 and had three main elements including television advertisements, social media advertising and in-venue static displays. This was supported by a campaign landing page www.playitcovidsafe.com.au

Results provided by the THA are summarised below.

Television advertisements

- Advertisements were placed with 7TAS and TDT9 and consisted of a 1 x 30 second commercial and a 1 x 15 second commercial.
- The advertisements were placed over a total of 2387 spots consisting of 165 paid spots and 2222 bonus spots.
- During the campaign across the two television stations a gross audience total of 8,142,675 were impacted, with an average of 56.7% of all individuals over 18+ having viewed the advertisements at least once.

Social Media advertisements

- The campaign featured paid placement on Facebook, Instagram and Youtube, with both static and video posts.
- Social media advertisement reached a total of 192, 228 people with 2,028,810 impressions. The advertisements generated 8,107 clicks through to the website.
- Almost half the viewers on Facebook (36,171), watched the advertisement through to completion and Youtube placements performed well with a view completion rate of 19.07% (compared to the average Youtube rate of 15%).

In-venue displays

- The campaign was estimated to reach at least 944,000 patrons over the course of the campaign.
- Venues included 81 hotels, 9 clubs, 5 bars, 3 bowling clubs, 1 golf club and 1 casino.
- There was a broad distribution of venues across Tasmania and more placements in cities and larger urban centres.

Financial reporting by the THA shows that all of the grant funds were expended. Nearly 30 per cent of the funding was spent on creative and production, 60 per cent on advertising and placement of collateral and the remainder on social media promotion and venue expenses.

Campaign outcomes

The reporting provided by the THA and media consultancy provided a large amount of statistical data on audience reach and key messaging. However, the exit report did not provide any detail on campaign outcomes in terms of patron behaviour. Detail on behaviour change as a result of the

campaign was not a requirement under the grant deed, and therefore this analysis was not undertaken by the THA.

It is recommended that funding any future campaigns, which aim to change public behaviour include a component of research to gauge its effectiveness.

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Tourism and Hospitality Supply-side Unit

18 May 2021

Prepared by:	s 36	Cleared by:	s 36
Position:		Position:	
Email:	s 36	Email:	s 36
Date:	17/05/2021	Date:	17/05/2021
Phone:	s 36	Phone:	s 36

Attachments

A – Exit Report – Playing it Safe campaign (D21/I04111)

B – Grant Drawdown – Instalment 2 - Playing it Safe campaign (D21/90408)

Released under

Acquittal Declaration

Grant details:

Grant Program	Playing It Safe Campaign
Organisation:	Australian Hotels Association Tasmanian Hospitality Association
Contact officer:	Steve Old, General Manager
Address:	PO Box 191, Battery Point Tasmania 7004
Grant amount:	\$150,000 (GST exclusive)
Purpose:	To develop a hospitality industry specific public awareness campaign to keep patrons informed of the current restrictions in place in Tasmania.
Agreed Period:	19 January 2021 to 30 April 2021.

Statutory declaration:

I, STEVE OLD, CEO TASMANIAN HOSPITALITY ASSOCIATION
25/93 SALAMANCA PLACE, HOBART, TAS 7000
 (print name, address and role in organisation)

do solemnly and sincerely declare that the (Tasmanian Hospitality Association) received \$150,000 (GST exclusive) and has expended those funds in accordance with the purpose for which it was granted. I make this solemn declaration under the Oaths Act 2001.

Declared at

On

(date)

Before me

(Name and signature of justice, Commissioner for declarations or authorised person)



Grant deed

The Crown in Right of Tasmania
(represented by the Department of State Growth)
(Grantor)

and

Australian Hotels Association Tasmanian Hospitality Association
(Recipient)

OCS NS PRECEDENTS
Grant Docs-Grant deed (short form) template-3-2014
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: State Growth

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Grant deed

Details and recitals

Date:

19 Jan 2021

Parties:

Name

The Crown in Right of Tasmania

(represented by the Department of State Growth)

Short form name

Grantor

Notice details

C/- Department of State Growth, GPO Box 536 Hobart in Tasmania 7001

Facsimile: (03) 6173 0287

Email: cis@stategrowth.tas.gov.au

Attention: Secretary, Department of State Growth

Name

Australian Hotels Association Tasmanian Hospitality Association

ACN/ARBN/ABN

16 231 925 997

Short form name

Recipient

Notice details

PO Box 191 Battery Point in Tasmania 7004

Facsimile:

Email: [REDACTED] s 36

Attention: Steve Old

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To develop a hospitality industry specific public awareness campaign to keep patrons informed of the current restrictions in place in Tasmania.	
Item 2 (clause 2.1):	Grant Amount
\$150,000 (One Hundred and Fifty Thousand Dollars) (excluding GST) payable by instalments in accordance with Item 3.	
Item 3 (clause 3.1):	Payment method for the Grant
<p>Instalments are to be paid upon satisfaction of the Conditions precedent outlined in Item 4 as follows:</p> <p>Instalment 1 - \$100,000 by the anticipated date of 22 January 2021; and</p> <p>Instalment 2 - \$50,000 by the anticipated date of 16 April 2021.</p>	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
<p>With respect to:</p> <p>Instalment 1 - provision of a detailed Progress Report to the satisfaction of the Grantor upon signing of the Grant Deed; and</p> <p>Instalment 2 - provision of an Exit Report by the anticipated date of 9 April 2021.</p>	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date of this Deed.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
30 April 2021.	
Item 7 (clause 7.2):	Reporting requirements
<p>The Recipient must provide:</p> <ul style="list-style-type: none"> a) a Progress Report upon signing of the Grant Deed; and b) an Exit Report no later than 9 April 2021. <p>All information and reports that are required to be provided to the Grantor by the Recipient must be in writing and of a form and substance satisfactory to the Grantor.</p>	
Item 8 (clause 10):	Special terms and conditions

The Recipient agrees:

- a) to provide, in a form and substance satisfactory to the Grantor, written evidence of the satisfaction of each condition precedent;
- b) that any interest received and/or accrued on the Grant forms part of the Grant and is to be used solely for the Approved Purpose;
- c) to provide to the Grantor any other information, report, progress report, statement or Statutory Declaration relating to the Approved Purpose that the Grantor reasonably requests, within ten (10) Business Days of the Grantor's written request;
- d) that any information to be provided by the Recipient under the terms of this Deed is to be in a form acceptable to the Grantor;
- e) to participate in any funding evaluation that may be undertaken by the Grantor; and
- f) without limiting clause 5, to liaise with the Department of State Growth regarding any planned major media announcements and provide at least one weeks' notice prior to each function.

GLOSSARY

"Progress Report" means, in respect of the Approved Purpose, a report detailing the campaign strategy.

"Exit Report" means, in respect of the Approved Purpose, a report detailing key outcomes of the campaign, along with a financial acquittal.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.

- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

- (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

s 36

Being a person who has authority to sign
this Deed on behalf of the Grantor

*Print
name and
position:

JARQU' ALLEN
DEPUTY SECRETARY

Witness'
signature:
→

s 36

*Witness
print
name and
position:

s 36
Public Servant

*Use BLOCK LETTERS

*Witness
print
address:

4 Salamanca Place
Hobart Tas 7000

Execution by the Recipient

Executed as a deed for and on behalf of **Australian Hotels Association Tasmanian Hospitality Association** in accordance with the resolution of the Committee dated
19 Jan 2021 by its authorised officer(s) in the presence of the witness named below:

Authorised
Officer's
signature:
→

s 36

Authorised
Officer's
signature:
→

s 36

Witness'
signature:
→

s 36

*Witness
print
name:

s 36

*Use BLOCK LETTERS

*Witness
print
address:

s 36

Tasmanian Hospitality Association

Progress Report

"Playing Safe", Public Awareness Campaign Grant Program

Introduction

The following report has been prepared in accordance with the requirements of the Tasmanian Government grant deed approved "To develop a hospitality industry specific public awareness campaign to keep patrons informed of the current restrictions in place in Tasmania."

Details

Marketing consultant, [REDACTED] s 36 was engaged to develop the concepts for the campaign.

A copy of the television advertisement script is attached.

The Tasmanian Hospitality Association (THA) will now proceed to engage the production team, under the direction of [REDACTED] s 36 to film and produce the advertisements and marketing material for the eight-week campaign.

Television Advertising

Placement of the advertisements has now been negotiated through the media company Cōr Comms, with placement scheduled statewide on the 7 Network, 7 Tas and TDT9 over an eight-week period during prime time viewing programs such as Australia's Got Talent, Holey Moley, the Australian Open Tennis, Married at First Site and the AFL (in March 2021).

The first advertisements are scheduled to go to air late January/early February 2021 when filming and production is completed. The Minister for Hospitality has been invited to launch the campaign. If she accepts the invitation, the campaign will commence following a launch media event to be scheduled in accordance with the Minister's availability.

In-Venue Posters

200 Static bathroom panels are scheduled to be posted in 100 venues across Tasmania including licensed venues (bars, pubs and hotels), bowls and gold clubs and one casino.

Social Media

Facebook, Instagram and Youtube advertising has been scheduled for the eight-week campaign with newsfeed 'sponsored posts', pre-roll and in-stream placements of the thirty second videos.

The target audience is all people statewide eighteen years and over.

Placement of the in-venue posters and commencement of the social media campaign will coincide with the commencement of the television advertising campaign.

Consultation

The Public Information Unit will be consulted regarding the campaign concepts and media scheduling.

Television Script

VISION

We follow a staff member prepping for opening time in a pub, cycling through the safety rules they'll say to customers repeatedly throughout their shift...

Staff member looks at reflection in mirrored splash back or close-up on a wine glass – straightening their collar.

Staff member replacing sanitizer in the upright dispenser. They smell it themselves.

Staff member sweeping the floor over a social distance marker.

Staff member opens the front door.

The first customer of the day walks in... he's a gruff looking guy.

Staff member gives him a big smile and pours a beer.

SUPER: Campaign device, THA logo + CTA

AUDIO

Staff member: *Hello... I just need you to register your details...*

Staff member: Feel free to use our sanitiser. It actually smells ok!

Staff member: *Are you able to wait on the marker?...*

Staff member: [Pointing to a QR code in the doorway]. *If you can just scan in with your phone?*

Customer: [Smiles] *Too easy mate!*

VO: Remember, play it safe... and keep up the good times.

Bounce back: [Customer] *Cheers!*

March 2021 Progress Report - Clubs Tasmania Program

Program/Project	Activities completed in the Reporting Period	Progress	Outcomes (including feedback received)	Additional comments	Planned Activities Next Quarter (to be reported on at next Steering Committee meeting)
Regional Club Forums <i>The objective of the forums is to engage with representatives of the community club industry to better understand the priority issues impacting on each region.</i> <i>Of particular focus will be unpacking the new rules that community clubs will</i>	20 community club forums delivered in regions across the state up to December 2020, including Southern Midlands at Campania attended by the Minister for Racing, Sport and Recreation. Evaluation forms completed and feedback reviewed A comprehensive review of forums delivered has been completed Regular review meetings with THA staff	Completed Completed Completed Ongoing Completed	Regional forums highlighted key issues (infrastructure, profitability, energy costs, training for volunteers and boards and rising costs) Feedback from 2020 forums indicated additional support required for Ticket to Play program Forum outcomes informs future recommendations, up the line to Government 213 clubs attended	Liaise with broader THA network, to identify where resources can be shared, to maximise benefits Review budget allocation for each regional forum Lobbied Government for increase Ticket to Play funding Lobbied Government for increased funding re infrastructure Lobbied Government for COVID grants to assist clubs to Return to Play	8 forums to be delivered in 2021 (Flinders Island, King Island, Tasman Peninsula, Sorell, Clarence, Central Highlands, Kingborough and Northern Midlands) Report to be collated once all 29 forums delivered and copy provided to State Growth in 2022 Identify a list of guest speakers for remaining regional forums Collaborate with local government for remaining regional forums

be operating under, post COVID 19	Liaised with stakeholders to develop content for 2021 forums		forums in 2020 Feedback from forums identified reward, recognition and retention of volunteers, as key issues for community club industry		Provide Minister for Racing, Sport and Recreation with update on each forum when delivered Collaborate with stakeholders to develop a response re recognising and retaining volunteers
Capacity building clubs <i>As COVID 19 restrictions are eased, and the number of peak bodies that have significantly reduced workforce for remainder of 2020, there is a strong likelihood of increased demand from the broader community club industry, for advice, support and leadership.</i>	Research conducted to identify grants Grants Fact Sheet reviewed, updated and loaded to webpage Grant funding campaigns are promoted across digital platforms Grants webinar created in partnership with CSR and TCF and loaded to digital platforms Email campaign sent to community clubs for specific grant funding rounds	Completed Completed Completed Completed Completed	Fact Sheet loaded to website More than 780 clubs received information on available grants Community, Sport and Recreation consulted around key funding programs MYP database reflects average of 8 calls a day to our toll free 1300 125 827 hotline Advice and support from THA Industrial Relations staff Range of advice provided	MYP database reflects inquiries from clubs re grants MYP database reflects advice from clubs re grants Link on website to CSR funding page Link on website to TCF funding page 17 clubs successful in small grants round of Improving the Playing Field 9 clubs successful in small grants round of Improving the Playing Field	Electronic copy of Grants Fact Sheet reviewed Content for 2021 regional forums reviewed and refined Continue to work closely with Communities, Sport and Recreation Tasmania around GOVERNANCE Liaise with Tas Leaders Program around application to TCF re ILEAD program for community club industry Liaise internally with THA workforce development team, around how we can work together to increase employment in the community club sector

	Compliance campaign is promoted across digital platforms	Completed	to community clubs on wages, contracts and IR support	Maximise benefits of the program by working with other THA funded Government programs	Liaise internally with THA Great Customer Experience team, around how we can work together to increase employment in the community club sector
	Liaise with State Sporting Associations and identify where collaboration can occur to save costs and maximise impact	Completed			Continue consultation with Volunteering Tasmania

Released under RMA

Community Clubs Information Kit <i>The purpose of the kit is to provide community clubs with a valuable reference to assist them in better managing their businesses and to increase participation.</i>	Clubs kit converted to e-reader from 2021	Completed	Cost savings with shift to e-reader model	Review and update e-reader when required with key stakeholders	Launch e-reader
	Review meetings held with key stakeholders who contributed to 2019 kits	Completed	Easier to update content for an e-reader each year	Approval sought from stakeholders, prior to launch	Seek feedback at club forums on e-reader format
	Stakeholder content updated	Completed			Measure number of downloads for 2021 e-reader
	Content list reviewed, mapped and updated	Completed			Review e-reader at club forums in 2021
	Regular meetings held with graphic artist and printer	Ongoing			
	One page IR page, planned and included as part of community clubs information kit	Completed			

<p>Mental Health and Wellbeing awareness</p> <p><i>A key, overall objective in supporting the growth and development of clubs is to promote healthy lifestyles</i></p>	<p>Broader THA campaign promoted</p> <p>Link to support included as part of community clubs kit</p> <p>Link to support included as part of THA webpage</p>	Completed	Volunteers and staff know where to go for support	<p>We want to support and build a strong, mentally healthy industry that can improve the quality of life of so many people in our community.</p> <p>Messaging incorporated as part of Clubs Tasmanian purpose</p>	<p>Content included as part of 2021 conference</p> <p>Content included as part of scheduled 2021 clubs forums</p> <p>Survey developed and referral data analysed</p>
<p>THRIVE (Club Accreditation Program)</p> <p><i>A six step process (THRIVE) so clubs can play a role in promoting and maintaining healthy communities</i></p>	<p>Planning phase - program (vignettes, videos and course material) will be developed and made available to the community and sporting clubs online.</p> <p>Collaborate with CSR from March 2021 on concept</p> <p>Collaborate with State Sporting Associations from March 2021 on concept and content</p>	In motion	<p>Once launched, a strategy to help community clubs remain viable and sustainable</p> <p>Clubs will then progress through the six modules and receive non-accredited recognition/certification when the course is completed.</p>	Builds on the notion of a supported club improvement and accreditation program	<p>Plan and create support materials and videos for THRIVE strategy to engage with and support community club industry and explore how we can leverage digital platforms</p> <p>Launch in second half of 2021</p>

<p>Advocacy for the community club industry</p> <p><i>Advocacy is a key function of Clubs Tasmania.</i></p> <p><i>Clubs Tasmania, ensures the interests of community clubs are well represented in dealings with Government, media, peak bodies and the broader community.</i></p>	Commenced second phase of implementation from a tuning in /awareness phase, to phase two – advocacy on key issues	Ongoing	Approximately 1400 community and sporting clubs benefitting from the program	Surety and confidence established within community club sector	A series of webinars, videos, media stories, photography and audio podcasts developed to celebrate the contribution that clubs make in keeping communities connected.
	Survey to identify current priorities conducted in February 2021, Teleconference held in March 2020, & CEO lunch in April 2021 to collaborate and build on feedback and program so far.	Completed	Ticket to Play initiative has helped increase participation with over 7000 vouchers applied to help Tasmanian families	In order for community clubs to provide the services that are important to their members and their communities, clubs need to be supported.	
	Clubs Tasmania now recognised as the peak body for community clubs	Completed	Levelling the Playing Field funding has delivered \$10million in funding to over 20 projects that will help increase participation	Keeping our communities strong and connected is important to us all and community clubs play an essential role in the health and wellbeing of Tasmanians.	
	Established relationship with local media and monthly article submitted for CSR "In Touch"	Ongoing	Additional resources for community clubs, assists clubs to thrive and survive		
	Promoted campaigns and with peak bodies and state sporting associations				
	Meet with State Sporting Associations, local government when required				
	Meet with Minister for Racing, Sport and Recreation each month.				

Digital Engagement	Completed Winter Webinar series (8 webinars)	Completed	Increased reach of digital platforms	Our use of technology complements our phone support and face to face contact at forums, held across the state.	Develop additional content that tell the stories of how our program is helping strengthen the community club industry (narratives and story)
<i>Continue to update & review digital platforms so we can promote and communicate information in regard to the easing of COVID 19 restrictions and subsequent support materials and packages, along with content that provides clubs with tools to remain viable and sustainable</i>	ZOOM, TEAMS and other IT platforms to connect with community club industry and state sporting associations	Completed	Webinars loaded to webpage Referrals to existing Government program (Digital ready) loaded on digital platforms		Continue to be strategic in developing relationships / partnerships with stakeholders that have expertise on issues, that matter to clubs and who can contribute digital content
	COVID 19 has impacted the way we work. We are travelling less but connecting more regularly via technology. Each month we hold an open ZOOM conference and add to our existing suite of webinars, on issues that matter for community clubs.	Completed	Referrals to existing Government program (Business Enterprise Centre) loaded on digital platforms Average of 1600 users across our digital platforms per month Community clubs recognise the importance of using social media to promote their activities and drive traffic		Plan and film a series of videos on success stories, as direct follow up from club forums by end of 2021
	Input into weekly radio show on RSN 927.	Ongoing			
	Diagnostic testing is reviewed monthly on the suite of webinars and tools on our digital platform.	Ongoing	Community clubs recognise that IT can help reduce the workload on volunteers		
	A refined webpage and digital platforms was established by December 2020.				Identify State Sporting Associations we can collaborate with

<p>Maintain strategic relationships</p> <p><i>Maintaining effective partnerships will be important in delivering the objectives of the Clubs Tasmania program.</i></p>	Maintained consistent communication with CSR, peak bodies, local government, State Sporting Associations, members and non-members via face to face meetings, phone calls and access via digital platforms	Completed	Partnership agreements in place with 7 State Sporting Associations to deliver shared services that enable community clubs to remain viable and sustainable	To maximise benefits of the program, liaison with broader THA network is encouraged	Plan events that help community clubs recover and get back on their feet and promotes core business for Clubs Tasmania – to strengthen the community club industry
	Established relationships with additional state sporting associations	Completed	Relationship developed with Variety, the children's charity	Developing effective partnerships will be important in delivering the objectives of the Clubs Tasmania program.	Promote and deliver Peak Body lunch with Minister for Racing, Sport and Recreation
	Monthly meeting with Minister for Racing, Sport and Recreation	Ongoing	Created a database with key details for over 750 community clubs (contact names, club numbers, participants, events and key issues facing their sport)		Develop calendar of events to support for 2021
	Peak body lunch planned with Minister for Racing, Sport and Recreation	Ongoing	All contact and touch points with stakeholders are recorded in MYP database		Identify who else can help increase capability and reduce costs for community clubs?
	Attend networking events and maintain relationships with stakeholders and partners	Completed			Identify industry and peak body events and conferences that can add value to program
	Established connection and meeting with DoE Regional Sport Coordinators	Completed			

<p>Clubs Tasmanian Conference</p> <p><i>There is not a stand-alone conference on the Tasmanian calendar that meets the needs of community clubs, peak bodies and state sporting associations.</i></p>	<p>Together with a dedicated industry working party and reference group, liaise, plan and deliver a conference and awards event, for the community club industry in winter 2021. .</p> <p>Surveyed community club industry in January 2021</p> <p>Liaised with State Sporting Associations on key issues impacting their sport.</p>	<p>Ongoing</p> <p>Completed</p> <p>Completed</p>	<p>Survey informed conference theme and content</p> <p>Viable and sustainable clubs is the theme of the conference</p> <p>Location locked in – Hobart</p>	<p>With competition between sports, increasing costs and greater complexity in meeting modern standards and expectations, it is getting harder for our clubs to thrive and survive and COVID 19 has had a significant impact on community clubs.</p>	<p>Finalise running sheet at February 2021 meeting with Minister for Racing, Sport and Recreation</p> <p>Decide on and book venue</p> <p>Create a running sheet</p> <p>Confirm budget</p> <p>Invite and confirm guest speakers</p> <p>Promote conference from March 2021.</p>
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2. Expenditure

Budget Items	2020/21 Allocation	1st quarter 30-Sep-20	2nd quarter 31-Dec-20	3rd quarter 31-Mar-21	4th quarter 30-Jun-21	Total To Date	Balance Remaining
Management	138,000	34,102	31,600	0	0	65702	72298
Motor Vehicle	10,000	1,254	2,400	0	0	3654	6346
Webinars, Workshops & Industry Resources	50,000	374	4,753	0	0	5127	44873
Sporting & Community Club Conference	30,000	500	500	0	0	1000	29000
IT Capacity Building, Website, Communications	35,000	216	0	0	0	216	34784
Networks & Partnership Program	14,950	1,206	2,652	0	0	3858	11092
Totals	277,950	37652	41905	0	0	79557	198393

March 2021 Progress Report: GCE Program

Program/Project	Activities completed in the Reporting Period	Progress	Outcomes (including feedback))	Additional comments	Planned Activities Next Quarter (to be reported on at next Steering Committee meeting)
<i>Project Management Plans reviewed</i>	<i>Reviews complete and recommended amendments submitted to the Steering Committee.</i>	Completed	Interim report updated, to be provided at Steering Committee meeting for approval	The initial Project Management Plan was scheduled for review prior to the inaugural steering committee meeting.	This project management plan will be used as a guide to implement activities for 2018-2022
<i>Manage Contractor Engagement with Venues</i>	<i>Collect data on venue engagement and continue processes of venue progress through Program</i>	Ongoing	Program Delivery managed. Analysis and data outcomes continuing to be developed.	Done with weekly submission of accounts and venue contact details. Contractor fleet continues to evolve and change. 1 Contractor is now Managing Program delivery and Contractor Engagement. 8 Contractors 1/1/20, 1 Manager and 8 Contractors 1/1/21. 5 Current Contractors are new from 1/1/20.	Continue to monitor, evaluate and amend. Seek and Appoint new Contractors. Manage Contractor engagement strategy and Program Delivery
<i>Implement new engagement Strategy following Program Reviews</i>	<i>Shorten number of contacts with venues and provide more video web-based tools to provide venues with info that will promote participation.</i>	Completed	More functional engagements in a shorter timeframe. Capacity to provide Participation Certificates at	Changes to engagement cycle in play. Now a Business Health Check rather than a survey, with Contractors Developing a Business Support Plan for venues	Continue to monitor, evaluate and amend. Maintain focus on venue Awareness and Skills Sessions

	Provide Contractors with better toolkit and capacity to provide more output at the venue.		the end of Awareness and/or Skills Sessions	that provides referrals for venue issues, including a new Mental Health focus. Venues are considered as Completed process after Business Support Plan agreed, with or without Seal of Approval Status. Venues can continue to a Brand enhancement phase with Venue Awareness and Typsy based Skills Sessions, and for long term support embrace Brand Growth through a Typsy membership and training plan. Seal of Approval presented (or not) at Completion Level, or if required after Brand Enhancement processes undertaken.	and promote heavily the Brand Growth options using Typsy Training plans and a continuing growth opportunity for venues.
Redevelop data collection and analysis tools to recast old and cater for new requirements	Redevelop current MSExcel and Access database functionality to show all records in new format. Update analysis tools to cope with new formats and develop new tools.	Complete	Redeveloped since COVID-19. Gives greater capacity for Business Health Check and provision of more targeted assistance. Contractor outputs to be monitored provision of support measured.	More mature systems being implemented continually giving greater capacity. Continuing to look at more systemic solutions and improvements – less work at back end but stronger measurement of performance and deliverables.	Seek further efficiencies in processing for Contractor and THA. Continuing work being undertaken – new THA Customer Relationship Management system to give potential

Construct Website and Social Media and other Media engagement process and sites	Work with THA Media suppliers to have a better website presence that will promote participation and recognises successes and participation levels across State, Regions and types and sizes of venues. Develop messaging across Social Media channels that promotes participation. Develop advertising framework.	In Progress	A valuable introduction to the Program with up to date statistics and testimonials available to any venue. Public information that will promote understanding and participation.	Website presence now finalised and launched. Options being investigated with focus on creation of marketing Ambassadors with national or international training that provides major engagement and profile for the Program and Government.	opportunities to fine tune. Website finalised and put into play – used as part of Contractors toolkit for venue engagement.
Continued analysis of engagement profiles and resourcing requirements	Ongoing task that provides analytical data that drives reporting and change processes. Progress in 2018-19 is being monitored to see what impacts the current level of contractors engaged are having in meeting the Government target. Assessment at end 2018-19 will drive engagement of more Contractors or establish the status quo as capable of meeting the targets.	Ongoing	Provides data for Government and Industry. Manage Program ability to deliver 2,000 venues	Gathered from numerous different Contractors and recognising dates of changes in venue status is key to information that shows profiles of engagement and Contractor workloads along with seasonal abilities to engage venues at all levels. Analysis shows a growing level of engagement with Venue Awareness and Skill Sessions. Venues are considered as Completed Program when Business Support Plan is agreed and referrals etc are done. Further assistance is at the call of the Venue but Integration of a Brand Enhancement	Continuing to develop more analytical capacity and information. Used to drive continuing change. Seek and Appoint new Contractors. Manage Contractor engagement strategy and Program Delivery

				and Growth philosophies using Venue Awareness Sessions, Skill Sessions and Typsy as a venue tool for ongoing training and skills improvements is promoted. Further employment of additional Contractors is planned.	
Implement Employment Relations Survey process and follow up strategies	Finalise operational and legal issues and implement as part of Program.	Ongoing	Program component to provide Compliance Data for Government and Industry. Make industry more compliant and address venue profitability issues by provision of cost-effective solutions.	Base venue information is referred to ER officer for follow up with Venue. Processes have now been implemented. Continue to collect and develop processes and outcome realisation. Business Health Check has an outcome of direct referral through THA ER for venues where assistance is required.	Integrated new ER/ HR resource into Program. Implemented process, monitoring and adapting.
Develop re-visit strategies and data collection and analysis profiles	Develop revisit Program, tasks and materials. Develop re-visit data collection and analytical tools.	Ongoing	Program component will develop data for Government and Industry. Information will be shared with the Department of State Growth (Skills Tasmania and Hospitality Unit) and other stakeholders	Halted by COVID-19 and Program restarted following changes across 2020. Program basics have not changed but some tweaking of process has provided better outcomes. Focusing on Business Health Check and opportunities and Venue is considered as completing	New strategy developed based on original concepts and knowledge gained from Business Health Checks and After Care program.

				Program when Business Support Plans are agreed with Seal of Approval decisions. Venues can agree to participate in extra Brand related opportunities available during discussion about Business Support Plans and opportunities.	
Finalise Venue Packs and Coaster supplies and implement	Finalise Branding and printing and provide to Contractors to improve venue engagement ability.	Completed	Provide valuable social contacts for venues, staff and patrons. Mitigate situations that can affect the industry views of others.	Moving to development of a THA GCE App that will contain this information and links to other parts of the GCE program. The Website and App and maybe Coasters allow Contractors to give something to the venue that is valued and this will create interest – the social aspects of the offering will provide venues with information and capacity that they may not have. A safe venue is a better Customer Experience. The Website and App allows better marketing and a stronger engagement of more venues.	This has been overtaken by development of a THA Comms strategy, issues addressed at forums and standalone sessions and through Corporate partners.
Commence visit programs to collect testimonials and evaluate	Travel program to get video testimonials and Contractor comments – critical part of engagement strategy.	Ongoing	Provide evidence of success to Industry, venues, THA Board and Government	Venue Health Check process and subsequent program completion with presentation of Venue	Implement during program of visits.

Contractor Engagement	Feed out new participants to Contractors from list already developed	Ongoing	As Contractor loads are shed more venues are put into play. Outcome is the bettering of 2,000 venue target by Election 2022.	Opportunities will include requests for testimonials. Venue lists have been restructured during COVID-19 works with many changes – starting from scratch based on information developed over COVID-19. Many venues closed, new venues opening.	Ongoing process
Continue to gather data on GCE certificates and skills sessions presented	Part of continuing evaluation but provides valuable information to Government. Profile of these components needs to be rising and to be monitored separate from other general program evaluation.	Ongoing	Information to the Department of State Growth (Skills Tasmania, Hospitality Unit and other stakeholders about what is required) – real time, real world outcomes. As at 31 st December 2019 venue participation is: <ul style="list-style-type: none">• 148 venues• 1,618 staff• 4,609 elements of venue awareness, Typsy, or other video product and practical sessions.	Program commenced and Information current. Information to drive sharing process with Skills Tas and allow THA to develop further strategies. The results from skills and awareness sessions will not be accredited but will represent abilities to do daily jobs better, to satisfy real time customer needs, and to provide real outcomes for venues that were not attainable prior to this Program. New component relates to Typsy membership opportunities now available with Training Plans and support from Contractors contributing to	Continues to be ongoing

				Brand growth across longer periods. Only incomplete portion is from Skills Tas 2016 Skill Sets Tender where Skills Tas refuse to provide venue and product information.	
Contractor quality assurance meetings	Bi Monthly QA meetings to be held with contractors	Ongoing	Review Contractor performance. Make changes to Program using Contractor experience. The Program is ever evolving and process, procedure and offerings change with it. It is a new Program and continual learning takes place and is recognised for the opportunities it presents.	Face to face review and update with individual Contractors is done monthly and together as required – bi monthly to start. Currently engaging in weekly Zoom meetings to facilitate the re-start in 2021 with some new Contractors and the greater focus on the Business Health of the venue.	Ongoing
Develop stakeholder engagement processes with Skills Tasmania	Commenced discussions and require formal process and agreements to be included in THA/ Skills Tasmania MoU	In Progress	Formal agreement to be put into place – involves more of THA than just GCE	Part of greater relationship between THA and Government, not just GCE based	Process in place.

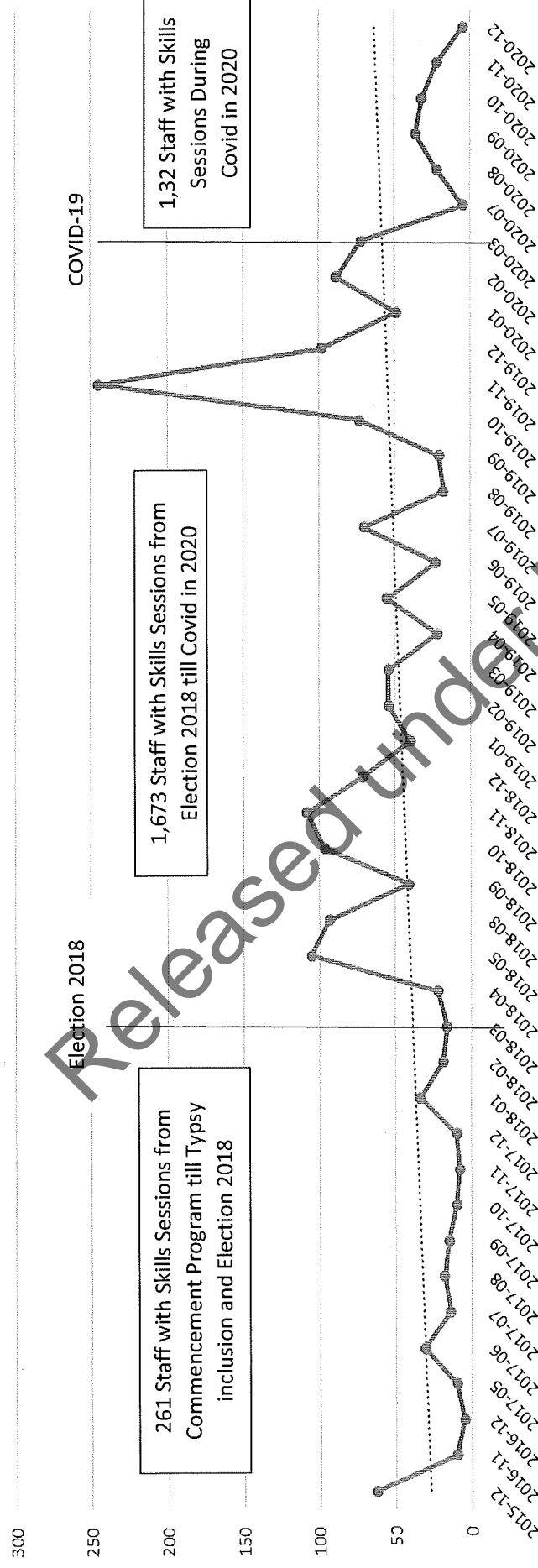
2. Expenditure

Budget Items	2020/21 Allocation	1st quarter 30-Sep-20	2nd quarter 31-Dec-20	3rd quarter 31-Mar-21	4th quarter 30-Jun-21	Total To Date	Balance Remaining
Management	150,000	54,218	43,754	0	0	97972	52028
Marketing	65,000	0	0	0	0	0	65000
ER Component	120,000	19,081	21,740	0	0	40821	79179
Contractors	744,151	149,922	121,866	0	0	271788	472363
Totals	1,079,151	223221	187360	0	0	410581	668570

Performance Data

1. Progressive Performance

Awareness and Skill Sessions December 2015 to December 2020



Number Elements - Summary

Tourism and Brand	19	Wine Knowledge	177
Social Media Basics	98	Dealing with Unhappy Customers	202
Beer Knowledge	110	Employment	226
The Customer Experience	129	Coffee Skills	289
Upselling to Customers	136	Dealing with Customers	333
Management	162	Service Skills	629
		GCE Awareness at venue	4341

Grand Total = 6,851 Total Elements

2. Venues completed in Program and Targets 2020/2021

	Pre COVID-19	Post COVID-19
Venues Completed	869	32
Venues Engaged	345	58
Venues Ready to be Allocated	1,061	1,890

Venue Target by next Election is minimum of 1,100 venues to Completion stage.

Contactor Fleet includes 3 new contractors who will assimilate slower than others, and issues with Contractor weariness resulting in some time off after a very comprehensive COVID-19 process. Target will be met.

Venue re-visits have demonstrated significant improvement, including social media ratings.

3. Engagement as Part of the Collins SBA program

A major focus of the GCE program and the program contractors during the reporting period was direct, personal and one on one engagement with venue owners and operators as part of the Collins SBA program, assisting them in navigating their way through the lockdown and operating restrictions during the Coronavirus pandemic, and then our Venue Revival Program.

The Venue Revival Program provided information, links and assistance through the rest of the calendar year. Full details regarding the content of the program can be provided on request and via secured access.

Collins SBA Round 1

Row Labels	Count of Engaged - Yes/No
Continuity Guide	295
Continuity Guide and Explanatory Video	8
Webinar	70
Webinar with Continuity Guide	133
Webinar with Continuity Guide and Explanatory Video	328
Webinar then Appointment	3
Appointment	227
Contacted - Waiting for more detail	49
No Engagement - Already Covered	279
No Engagement - Closed	647
No Engagement - No Response	293
No Engagement - Not Interested	155
Grand Total	2,487

Collins SBA Round 2

Row Labels	Count of Engaged - Yes/ No
Coaching Sessions	19

Peak body sending out and encouraging take up	187	Venues with
Webinar	140	Engagement
Webinar then Coaching Sessions	54	555
Webinar Video	50	
Engaged but no follow up	105	
No Engagement	41	
No Engagement - Already Covered	234	Venues with no
No Engagement - Closed	308	Engagement
No Engagement - No Response	273	963
No Engagement - Not Interested	107	
Grand Total	1518	

4. Venue Revival Program

Completed	841
In Progress	95
Grand Total	936

5. Venue Feedback

Venue re-visits have demonstrated significant improvement, including social media ratings.

Venue feedback about the THA and GCE contractors during the Collins SBA program.

"Perfect! Thanks to THA - there is so much information we needed someone to sort through it and it makes our lives a whole lot better. "

"As a smaller venue we were very happy that the THA worked across all the industry and included us in this process. Grateful for the lobby strength of THA helping the whole of the industry get through this situation."

"Thought the THA's effort was fantastic - quote "I'm a little guy I do everything got no-one to help me, now I have, great feeling."

"Repeated thanks to the THA they stood up and pulled the industry together. "

"The call came out of the blue and it was nice to know someone cared.""

"From the information at hand the lobbying being done by the THA is proving that the THA are there for all within the industry. Fantastic initiative by the THA and Government to ensure someone is listening and willing to offer assistance."

"Thank you so much for reaching out to us. We really appreciate the assistance, plus all the information given."

"Once again, I would really like to say thank you to the THA for throwing us the lifeline during this crisis."

"I think it is good that the THA is lobbying on behalf of the whole industry. Someone needs to be doing it for everyone and the THA is in a good position to represent it."

"I was very happy to be included in the program. I needed some help."

"I am all for the THA representing the whole industry. I have been in the industry for 30 years but still needed help so it is good the THA has assisted us. We need that support network."

"I was really happy to be contacted about this program and more so afterwards!"

"I am all for the THA taking the lead in lobbying especially when things vary state to state."

"I was very happy the THA reached out to offer support."

"I am very happy that the THA is lobbying for support for the industry. We definitely need it."

"I was very happy the [REDACTED] was included in the program."

"It is good that the THA is lobbying for the whole industry because they know what the industry is needing & thinking."

"I was very happy to be included. XXXXXXXXXXXX may be a large brand but I am only a small business franchise so I needed help."

"The THA is well positioned to lobby for the industry. A whole industry approach is always the best. A collaborative effort which is what the THA seems to have been able to do."

"I was very pleased to be included & contacted."

"I was able to pass on information to my boss. They have a 6 property business so they were on the mark with information but still thought it was great assistance for the THA as a whole of industry body."

"It is good that the THA is lobbying for us all. Someone has to represent the whole industry and the THA is in a prime position to keep in contact. I think they can help us with Typsy training during the downtime to improve staff training for when we resume."

"I was very happy to be included."

"It is good that the THA lobbies, they are in a good position to represent us as they are in contact."

"I was very happy to be included."

"It is fabulous that the THA is lobbying for the industry."

"I was very happy to be included."

"It is a massive benefit for the THA to be lobbying. They need to continue to assist the industry to survive and lobby to refine the support criteria."

"I was very happy to be approached."

"It is good that the THA is lobbying and I was very happy to be included."

"The THA lobbying is fantastic. We need it, are desperate for it."

"I was very happy to be contacted about this program."

"The THA have been very helpful. The THA is brilliant and as a member they explain and help me all the time. The cost of membership has paid off well & truly."

"It was great to be included."

"Should the THA be lobbying for the industry? Hell yeah! The THA needs to be lobbying to stop people being financially crippled by this."

"It was great to be involved."

"The THA lobbying for us gives more scope & options to get advice to get feedback for us."

" I was very pleased to be included."

"In terms of lobbying for all levels of tourism and business, there is a vacuum there that the THA can fill because they have been more effective than other industry organisations."

" I was very happy to be included."

Background Paper

Development of the GCE program.

Released under RTI

Great Customer Experience Program

What is a customer experience?

A 'Customer Experience' is developed through every single engagement a customer has with a business.

A 'Great Customer Experience' relies on each component of the customer experience meeting or exceeding the customers' expectations.

What is the Great Customer Experience Program and How is it Delivered?

Positive customer experiences are critical to the success of Tasmanian hospitality businesses because a happy customer is likely to become a loyal customer who can help boost revenue, promote the state as a destination of choice through word-of-mouth marketing and advocate the Tasmanian Brand, produce and services.

The Tasmanian Government task for the Tasmanian Hospitality Association is to enhance Tasmania's visitor experience through the delivery of Great Customer Experience Program to more than 2000 venues by 31 July 2022.

We do this by supporting business operators to assess their performance from an operator and from a customer's perspective by providing the operator with a detailed analysis of their customer reviews sourced from active social media channels, paired with a Business Health Check of the venue to identify the individual businesses operational practices, customer and staff dynamics, business strengths, and weaknesses.

We support the business to improve through recommendations and referrals and by identifying other areas where we can assist to grow their Brand. We provide a Seal of Approval where warranted or offer further assistance to get venues to a stage where an SoA is awarded.

This is the point where the GCE program ends for a venue if that is their choice or they can choose to participate further.

Venues can choose to undertake Venue Awareness Sessions that have great scope to engage staff and identify further areas for improvement and use our Typsy product to provide Skill Improvement sessions that improve skills across a number of areas, and for long term sustainability we provide to each staff member a Typsy membership and support to promote continual learning.

Program Participation and Completion

Includes a stepped process:

1. Social Media Review of the Business
2. Contact and Business Health Check
3. Business Support Plan developed and negotiated
 - o Supporting increased Great Customer Experiences in the Venue

4. Completion

- o Business Opportunities referred
- o Mental Health referral
- o Seal of Approval Status determined
- o Brand Enhancement and Support Processes agreed, if required

This constitutes Venue Completion of the program and will include a Seal of Approval presentation if warranted, or the development and engagement of Brand Enhancement strategies that include awarding of the SoA once further engagement is undertaken.

5. Brand Enhancement and Support Processes delivered

- o Venue Awareness and/ or Skills Sessions
- o Ongoing Training Plan Developed (Brand Growth)

6. Growing the Brand – Training Plan implemented through Typsy Support

Social Media Analysis

A Social Media review focuses on the customer rating of the venue. It includes comments and Keyword analysis of the main factors that are both good and bad across the review spectrum.

The SM feedback is now more timely. Previously the reviews were done and left till the venues were engaged, in many cases this produced a less than timely engagement.

Under the new structure SM reviews are done as and when the venue is about to be visited, and can be requested urgently.

Contact and Business Health Check – originally known as “Survey”

Contact arrangements have not varied – phone, email or Cold Call.

Question and answer sessions that are now tied to specific solutions that result in Contractor follow up for Venue Awareness Sessions, Skill sessions and Typsu support, and referral by the Contractor to THA for follow up.

The Business Health Check has been enhanced by experiences of the COVID era and is now more targeted to Customer, business, staff and other issues that create “business health”. Questions are generally Yes/ No and there are drop down boxes for most of the others. Some free text fields are allowed but in general the Business Health Check is now more focused and easier to get through.

Importantly there is now a Mental Health Component included.

Business Support Plan developed and negotiated

Contractors, once the Business Health Check is done, will then take the issues away, formulate a plan of action and revisit the venue.

Once “the Plan” has been presented to Venue operators and key set of recommendations or assistance will be put into place. This includes the referral of issues to the THA to follow up where appropriate, or referral on to others (like Mental Health). At this stage recommendations about presentation of a Seal of Approval will be made – venues may qualify at this stage or be deemed to need further work to be done before it is awarded.

Venues will be able to declare their involvement. Complete at this stage or seek further assistance.

- Further assistance is provided by Contractor assistance with Venue Awareness and Skills sessions, and a long term option that will continue to grow their Brand by setting up a Typsy Training Program that will be supported long term to continue to improve the Customer Experience in the venue.

After Venue Completion plan we continue to assist venues in:

Brand enhancement

Driving up employee engagement and lifting skills.

Venue Awareness Sessions

Includes:

One or more sessions at the Venue that includes Venue Management and Staff. The Session continues to focus on Staff engagement with the venue and on what would be of advantage to support the venue improve its Customer Experience.

Contractors have the capacity and approval to modify the presentation to suit individual, venue or other needs. The underlying requirements of major efforts to get engagement and participation have not varied.

Skill Sessions using Typsy

Skill Sessions:

One or more sessions at the Venue that address issues of Venue Management and Staff. The Sessions focuses on Typsy capacity, with other materials or knowledge being used where required.

Brand Growth

Typsy Membership:

Has been made available as a result of COVID-19 funding - includes a membership package that is free to users till Easter 2022 – it's long term assistance product that will keep Venues using Typsy and includes a dedicated Training Plan and Contractor support to keep venues focused on ongoing improvement.

Progress Report - Strategic Plan and Workforce Development March 2021

Program/Project	Planned Activities in the Reporting Period	Progress	Expected Outcomes (including feedback)	Comments	Planned Activities Next Sixth Months (to be reported on at next Steering Committee meeting)
Industry Forums/Webinars Five (5) forums/webinars, one for each regional area, the content to focus on COVID-19 and key issues focussed on rebuilding Tasmania's hospitality industry.	<p>The format of the forums will be changed from the approach in 2018/19 and 2019/20.</p> <p>While the initial events were successful and well-received, interest began to drop in the second year.</p> <p>This was largely as a result of the initial forums being two day events, and in the second year being single day events.</p> <p>The main feedback was that the venues owners, operators and their staff were simply unable to be absent from the venue for such a</p>	<p>Forums are tentatively scheduled for June 2021.</p>	<p>Feedback directly from venue owners, operators and their staff about the current situation in the industry around Tasmania and what the immediate future looks like, particularly as we head into the next winter.</p> <p>Some of the forums will also be scheduled around the final workshop series, planned as far as the Collins SBA program is concerned.</p>		<p>Outcomes from the forums.</p>

<p>Industry Development Plan</p> <p>The industry development plans have been largely shelved, overtaken by the Coronavirus pandemic and government and industry initiatives,</p>	<p>period of time.</p> <p>The forums in 2020/2021 will instead consist of shorter events (2 hours) and involve a selected group of THA and industry representatives travelling by bus to a number of location, to engage directly with hospitality business owners and operators.</p> <p>Webinars will also be organised where this is of value.</p> <p>Visits are also being planned for King and Flinders Island as part of the forum series.</p>					<p>Minister's response on mobile phone and internet services;</p> <p>Feedback on engagement with AirBnB;</p> <p>Report on technology loaded on THA</p>
	<p>Advise the Minister for Hospitality on critical internet and mobile phone service issues;</p> <p>Develop relationship with OTAs;</p>	<p>Letter sent to the Minister advising of critical mobile phone and internet issues and locations;</p> <p>THA contact by AirBnB to discuss future opportunities for</p>	<p>Waiting the response of the Minister regarding mobile phone and internet options;</p> <p>Will progress dialogue with AirBnB;</p>			

<p>implemented to assist industry managing their way through the lockdown and subsequent operating restrictions.</p> <p>Three initiatives arising from the industry development plans remain active, being:</p> <p>Working with the Tasmanian government on internet and mobile phone coverage in the rural and regional areas;</p> <p>Better engagement with OTAs;</p> <p>The adoption of modern technology.</p>	<p>Finalise Modern Hospitality Technology Review.</p>	<p>cooperation;</p> <p>Technology Report completed but undergoing a review to be more user friendly.</p>	<p>Technology report to become a resource for the Tasmanian hospitality industry.</p>		<p>website.</p>
<p>Mental Health Program</p> <p>Development of online resources for hospitality venue owners, operators and their staff.</p>	<p>Stage 1. Development of an online portal.</p> <p>Stage II Development of Tasmanian content to provide Tasmanian hospitality businesses with confidence in being able to manage mental health issues in their workplace and manage them</p>	<p>Stage 1</p> <p>The online portal was developed and has been highly successful, achieving a high degree of traffic in its first week.</p> <p>Feedback has been that the site is well developed and user friendly.</p> <p>In particular the site</p>	<p>The main outcome will be to assist Tasmania's hospitality business owners and their staff managing their way through what is a difficult and stressful situation.</p> <p>These resources are also just as important as we re-emerge from the pandemic and as businesses look to rebuild, at a time when</p>	<p>The additional funding provided by the Tasmanian government under a new grant deed to further develop the mental health resources available to the Tasmanian hospitality industry was very welcome by the industry and provided the scope to develop a more comprehensive</p>	<p>For the purposes of the steering committee's oversight of the Strategic Plan and Workforce Development grant deed, this initiative is now complete.</p>

	well.	<p>assists the user in quickly navigating their way through what can be only be described as an overwhelming array of information on the internet.</p> <p>This has been done by focussing on three key areas:</p> <p>Assisting venue owner and their staff understanding what is mental health;</p> <p>How to help yourself or your staff if you are experiencing mental health issues;</p> <p>How to create a mentally healthy workplace.</p> <p>Stage II will now be progressed under the auspices of a new and larger grant initiative agreed with the Tasmanian government, to develop and provide mental health resources and support for the Tasmanian</p>	<p>government support (such as Job Keeper) is being withdrawn.</p>	<p>resource and service.</p> <p>It also provided the opportunity to develop an effective working relationship with Lifeline Tasmania and the two organisations are both benefitting from the relationship.</p> <p>These initiatives are the subject of a separate grant deed and reporting requirement.</p>	
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<p>Profitability Program</p> <p>Better marketing and business guides completed and five profitability forums/webinars presented by 30 June 2021.</p>	<p>With the changes to the industry as a result of the Coronavirus pandemic, and the operating limits and restrictions still in place, the nature of the better marketing and business guides will now be reviewed.</p> <p>When this review is completed, the objective will be to have these resources available as an on-line resource by 30 June 2021.</p> <p>Similarly the profitability forums, scheduled to be delivered at the same time as the industry, need to be reviewed. Instead of being focussed on profitability in a more prosperous time, the focus now needs to be how to rebuild the</p>	<p>hospitality industry.</p>	<p>The review of the better marketing and business guides will be completed by the end of March 2021 and the guides developed by 30 June 2021.</p> <p>The series of Collins SBA workshops will be completed by 30 June 2021.</p>	<p>The review of the better marketing and business guides is expected to focus on a resource that can assist with rebuilding businesses in the wake of the Coronavirus pandemic, complementing the Collins SBA workshop sessions.</p> <p>As an on-line resource this is anticipated to provide value across the industry.</p>	<p>Better Marketing and Business guide completed, and the profitability forums/Collins SBA session completed 30 June 2021.</p>
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	businesses in the wake of the pandemic. As this is the purpose of the proposed Collins SBA workshops, then it is logical that these initiatives be combined.				
Social Media and Communications THA to engage a Communications and Media specialist And develop a communications strategy.	<p>The Communications and Media specialist to develop a communications strategy for the THA and to effectively communicate the outcomes and benefits of the Tasmanian government grant programs.</p> <p>The Communications and Media specialist has now been employed by the THA and has made substantial improvement to the strategic and day to day communication of the grant program outcomes.</p> <p>A key example is the launching of the THA web based mental health resource.</p> <p>The communications strategy has now been developed and provides guidance on promoting the outcomes from the Tasmanian government programs.</p>	<p>The key and important outcome is for the Tasmanian community to be more fully aware of the wide-ranging benefits and outcomes of the grant programs and the benefits for the Tasmanian hospitality industry.</p>			Ongoing

<p>Best Practice and Innovation.</p> <p>To assist Tasmanian businesses and enterprises in adopting best practice in the hospitality industry.</p>	<p>Two key initiatives were scheduled, with one nearing completion while the other was cancelled as a consequence of the Coronavirus pandemic.</p> <p>The international scan of technology used in the hospitality industry has been drafted, and is currently undergoing a major edit to help ensure the final report is user friendly.</p> <p>This is because of the enormous amount of information that has been gathered during the project and the need to better present this for the reader.</p> <p>The international review of hospitality legislation, training and organisations was cancelled. This was because the review was to be</p>	<p>Delays have also occurred in completing the revisions, the University of South Australia consultant's role being changed in response to the Coronavirus pandemic.</p> <p>When completed the final report will be provided on-line for all Tasmanian hospitality industry venue owners and operators to access.</p>	<p>There final outcome will be of immense value to the industry, providing them with a detailed resource on the current technology used in the international hospitality industry.</p>	<p>International review of hospitality industry technology completed 30 June 2021.</p>
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					<p>delivered by engaging directly with around 15 hospitality associations around the world – similar to the THA, to understand the legislation, training and service organisations their jurisdiction.</p> <p>As a result of the Coronavirus pandemic the decision was taken to cancel the project as the priorities of the international organisations were very much focussed on managing the crisis.</p> <p>A third initiative, the development of a better marketing and business development guide, was put on hold as a consequence of the industry lockdowns and will be reviewed to determine if it is appropriate to continue with this initiative.</p>

	<p>Showcasing Tasmanian Produce</p> <p>Participate in two or three regional events that have a strong focus on promoting local produce.</p>	<p>The Coronavirus pandemic has severely limited the options for progressing this initiative.</p> <p>Now that the restrictions are beginning to ease and small to medium events are starting to re-appear, the THA will review the opportunities where there is the potential to promote local produce.</p> <p>There are also a number of larger scale campaigns and events in the pipeline that may provide the ideal opportunity for the THA to participate and promote local produce and producers.</p>	Under Review		<p>The outcomes are to increase the opportunity for local producers to engage with hospitality venues at the same time as promoting local produce. The benefits extend to Tasmania's visitor market, with modern discerning visitors very interested in the provenance of the food and beverages on offer.</p>			<p>The objective remains to participate in at least two events by 30 June that have a strong focus on promoting local produce.</p>
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<p>THA Awards for Excellence</p> <p>The purpose of the awards is to showcase the best and most innovative hospitality businesses in Tasmania, recognising the hard work and dedication of members of the industry</p>	<p>Due to the Coronavirus pandemic the 2020 awards had to be cancelled.</p>	<p>2020 event cancelled. However the 2021 awards will be held in 24th May 2021.</p>	<p>The 2021 awards will be held in 24th May 2021.</p> <p>One additional item on the 2021 Calendar is that the national hospitality awards will be held in Hobart in September 2021.</p> <p>This important event provides a valuable opportunity to showcase Tasmania's industry on the national stage and the THA will be working closely with Events Tasmania, Brand Tasmania and Tourism Tasmania to maximise the benefits of this event.</p>	<p>The 2021 awards held 24th May 2021.</p>
<p>Industry Promotion</p> <p>This program is focused on providing a greater awareness of Tasmania's unique hospitality offerings, particularly in the regional areas, and increasing the patronage</p>	<p>The first series of videos/vignette film work is planned to be completed in February 2021 with the videos going to air in March 2021, depending on the post-production task.</p>	<p>Filming is well underway and will be completed by the end of February 2021.</p>	<p>The filming and televising of videos of hospitality enterprises along with their staff telling their stories will provide a powerful means of showcasing the</p>	<p>Outcomes from the first series of videos and vignettes.</p>

of venues over the coming twelve months.			<p>industry. This initiative has also provided an important vehicle to promote hospitality careers.</p> <p>Venue interest has been strong and positive.</p> <p>Importantly this has provided a valuable opportunity to showcase businesses and enterprises in a way not previously available to them, particularly in the rural and regional areas.</p>	<p>series.</p> <p>This is important as the first series will be of value to go to air for a period time, after which it will be important to renew the content.</p> <p>It is anticipated that this second series will be filmed in June 2021.</p> <p>It will be important to measure the response to these videos and this will be done using the web page diagnostics as well as interviewing the participating venues, to determine whether the videos have generated the desired response.</p>	
<p>Events</p> <p>Up to five (5) events in 2020/2021 with a focus on supporting Tasmania's hospitality enterprises, as they look to rebuild their businesses.</p>	<p>In the first half of 2020/2021 planning for events, both large and small scale, has not been practical.</p> <p>The strict limitations on numbers, social</p>	<p>No events were planned in the first half of 2020/2021 due to the Coronavirus restrictions and uncertainty.</p>	<p>Events have a number of key benefits:</p> <ul style="list-style-type: none"> Increasing demand for hospitality venues; Providing 	<p>The THA has now commenced a review of the potential to develop and promote events for the second half of 2020/2021.</p>	<p>Details of events held up until 30 June 2021.</p>

<p>Strategic Partnerships and Engagement</p> <p>Engagement with targeted state, national and international hospitality organisations.</p>	<p>distancing requirements, and the uncertainty ahead where planned events may need to be cancelled if stricter conditions were imposed, due to an outbreak, have resulted in event planning being placed on hold.</p>	<p>The main partnership initiatives planned for 2020/2021 are:</p> <ul style="list-style-type: none"> • Development of an MOU with Hospitality NZ; • Roundtable meeting with Hospitality NZ; • Study Tour of New Zealand hospitality industry. <p>A planned engagement with between 10-15 international hospitality organisations on their legislation,</p>	<p>The MOU has been signed and tentative dates are in place for the roundtable. The study tour will be organised to coincide with Hospitality NZ's annual awards.</p> <p>Hospitality NZ will also be invited to attend the national hospitality awards in September and will include an opportunity for the THA to host Hospitality NZ participants and showcase Tasmania hospitality programs and venues.</p>	<p>The relationship has already provided substantial benefits for the THA and Hospitality NZ.</p> <p>Both organisations freely shared the work they were doing to address the impacts of the Coronavirus pandemic and the systems developed and in place to manage the spread of the virus.</p>	<p>The THA and Hospitality NZ are keen to further develop the relationship, both organisations recognising the benefits.</p>	<p>Noting that a number of major events for Tasmania have been cancelled due to the current restrictions, the THA will take a cautious approach in any events hosted in the second half of 2020/2021</p> <p>For this reason any events are likely to be small in scale.</p>	<p>Progress towards the planned roundtable meeting.</p>
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<p>Workforce Development Fund</p> <p>This proposed fund is in line with the key initiatives outlined in the Strategic Plan and provides funding to support non-accredited training capabilities, as well as initiatives aimed at developing a sustainable hospitality workforce</p>	<p>training programs and industry services has been cancelled due to the Coronavirus pandemic. This initiative will be revisited when these organisations are less focussed on managing their way through the pandemic.</p>	<p>N/A</p>	<p>Following the success of the non-accredited training initiatives, in consultation with the new industry led Registered Training Organisation (RTO) the non-accredited training programs are will be expanded when safely to do so again due to COVID.</p>	<p>N/A</p>	<p>The THA will collaborate with the new industry-led RTO in relation to future workforce development programs.</p>	<p>Report on consultation with the CEO of the new RTO on potential future workforce development programs.</p>
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Hospitality Awareness Program Engagement with potential employees and generating an understanding of, and interest in the hospitality industry	Nil due to COVID	N/A	Awareness days provide opportunities for participants to see if they are suited to the hospitality industry and enables participants that are not right for industry to look for other forms of employment that is more suitable to them. The awareness days allow participants to get an authentic understanding of what the hospitality industry is really like.	We will continue to liaise with Not for Profits, the migrant sectors, disability sector, and job actives to promote the hospitality industry . The awareness program will also be incorporated into our hospitality programs and schools programs.	As required by demand
Hospitality Awareness Program - Redundancy Programs The program is intended to identify alternative employment opportunities in the hospitality industry, when workers in another industry become redundant or industries close. The THA presents options for Hospitality awareness sessions that promote employment and training opportunities resulting in employment outcomes for displaced staff and link with employment opportunities known in hospitality.	Continue to attend and promote the hospitality industry at sessions for employees made redundant through liaising with State Growth Rapid Response Unit	In Progress	Ongoing program as and when required The THA presence gives exposure for the hospitality industry and presents an opportunity for finding a new employee source for the industry	The THA presented to 9 employees from Cadburys Dec 2020	The THA participates as required

<p>Schools Program- Hospitality Awareness Days (HAD)</p> <p>Hospitality Awareness Sessions (HAS)</p> <p>The schools program is run and managed by the THA to link engagement between industry and schools, with the purpose of creating opportunities for school based apprenticeships</p>	Continue to roll program out	Completed on-going	<p>Schools that completed an awareness session in 2020: 18</p> <ul style="list-style-type: none"> * Wynyard High School * Sacred Heart College * Cressy District High School * Riverside High School * Geneva Christian College x 2 * Collegiate x 2 * Ed-Zone Online * Don College * Yolla District High * Leighland Christian School * Ulverstone Secondary College * Prospect High School * Big Picture School - Launceston * Elizabeth College x 2 * St Mary's College * Guilford Young College * Clarence High School * Dominic College <p>Number of students to participate in 2020 awareness session: 420</p>	<p>Due to COVID no awareness days were held in venue, with a switch to a online version and when safe to do so, back into schools. These sessions were 2 hour approximately in duration. Great feedback from students and teachers regarding the two hour sessions that fit into a double lesson. The awareness sessions will complement the awareness days, awareness sessions will be targeted at year 9-10, whilst awareness days moving forward will focus on colleges, so as to differentiate the two experiences and lead to more meaningful outcomes. The awareness sessions have enabled us to reach a far wider audience and in particular allow us to reach the west and east coast school as well as the islands, that previously wouldn't have been able to participate.</p>	<p>Continue working with both Public and Private schools and lock in dates for awareness sessions for 2021. Five schools already locked in dates for 2021 before school ended 2020. Awareness days to resume for schools wishing to participate from Term1 2021 onwards, if safe to do so and our current restrictions remain in place.</p>
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<p>Schools Program - Hospitality Showcases</p> <p>These are events aimed to inspire students to explore careers in hospitality and highlighted key aspects of working in the industry.</p>	<p>Continue to roll program out</p>	<p>2020 saw the THA partner with Beacon to deliver 3 hospitality showcases (Hobart, Launceston & Burnie).</p> <p>Workshops held were a combination of industry experts talking about their career journey and hands on experiences.</p> <p>The sessions finished with an expert panel Q&A.</p> <p>Hobart</p> <p>8 schools (Rose Bay, MacKillop, Cosgrove, Huonville, Clarence, Sacred Heart Hobart College, Cambridge) 120 students</p> <p>Rotations – cocktails, kitchen & barista</p> <p>Expert panel – ASbA, Work & Training, Federal, THA</p> <p>Launceston</p> <p>6 schools (Kings Meadows, Prospect, Riverside, Deloraine, Queechy, Brooks) 108 students</p> <p>Rotations – cocktails, kitchen & front of house</p> <p>Expert panel – ASbA,</p>	<p>This year's event was by invite only. All schools invited either attended or would have attended if the event hadn't clashed with other engagements. Several schools heard about the Showcase and asked to attend. The consensus is that there is enough demand for the Showcase to be held over 2 days in each region, with the possibility of extending to an event on the East and West Coasts. There is also the possibility of separating the Showcase into 2 streams – one for years 9 & 10 & one for years 11 & 12.</p>	<p>Embedding the Showcase into our School Events Calendar at the beginning of the year will ensure maximum exposure and participation. The Showcase whilst being its own separate event will be integrated as a key component that supports our ASbA pathway program.</p>	<p>Booking venues to host the 2021 showcases</p>
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			Work & Training, Federal, THA Burnie 5 schools (Burnie, Yolla, Devonport, Ulverstone, Penguin) 98 students Rotations – cocktails, kitchen & barista Expert panel – ASbA, Burnie Arts & Function Centre, chef, bar & barista Total schools engaged - 19 Total students engaged - 326	