

| | | | | | |
|--|-------------------------------------|---|--|---|---|
| <p>Schools Program - ASBA Career Pathway Program</p> | <p>Continue to roll program out</p> | <p>Expressions of interest were strong with 30 students signing up at beginning of the year. Due to COVID program was halted.</p> | <p>Numerous opportunities presented themselves for students during the COVID affected year. Five Students gained employment directly through THA linkage to industry. THA also linked DoE ASBA unit with multiple venues to investigate ASBA possibilities. Private Facebook group set up to keep students engaged and up to date on any opportunities that may have arisen. Students were given access to TYPsy to continue their learning for free. Students offered TYPsy through awareness sessions and also any students during year interested in pursuing ASBA 2021 to make contact with us</p> | <p>Active database of 100+ students that have expressed interest in pursuing ASBA in hospitality School based apprenticeships in hospitality fields grown from 11 in 2019 to 28 in 2020</p> | <p>New EOI to begin Term 1 2021. Engage host venues to support employment of students</p> |
| <p>Non-accredited Skill Sets - Job Ready Programs</p> | <p>Nil due to COVID</p> | <p>N/A</p> | <p>N/A</p> | <p>Will be developed in consultation with the new industry led RTO.</p> | <p>Will report on the future initiatives developed in consultation with the new industry led RTO.</p> |

| | | | | | |
|--|--|--|--|---|---|
| <p>Non-accredited Barista Pilot</p> | <p>3-month trial commenced December 2020</p> | <p>Quality coffee is now synonymous with hospitality service around the world and is an important component in meeting the expectation of tourists and local travellers alike. Access to quality training can be a significant issue for hospitality businesses in the rural and regional areas of Tasmania and this can have an impact on the quality of service travellers can experience around the state. For this reason, the THA has planned a three month pilot program of providing barista training for venues in the rural and regional areas by engaging a skilled barista to provide in person non-accredited training for staff in their venues around the state.</p> | <p>Expressions of interest were advertised via email and social media platforms. Over 100 venues expressed interest with over 500 staff registering for the training</p> | <p>As at January 2021 19 sessions completed with approximately 140 staff attending the sessions</p> | <p>By April 2021 completed 50 sessions with approximately 500 staff</p> |
|--|--|--|--|---|---|

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 |
|-------------------------------------|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------|-------------------|
| Industry Development Initiatives | 270,000 | 39,631 | 29,603 | | | 69234 | 200766 |
| Workforce Development Initiatives | 270,000 | 84,378 | 25,512 | | | 109890 | 160110 |
| Promoting Excellence | 75,000 | 0 | 0 | | | 0 | 75000 |
| Industry Promotion & Events | 200,000 | 15,566 | 26,710 | | | 42276 | 157724 |
| Social Media and Communications | 120,000 | 19,989 | 34,184 | | | 54173 | 65827 |
| Strategic Partnerships & engagement | 18,067 | 0 | 0 | | | 0 | 18067 |
| Totals | 953067 | 159564 | 116009 | | | 275573 | 677494 |

Tourism and Hospitality Association Grants**THA Supplemental Gap Report****Application THA1 From Australian Hotels Association Tasmanian Hospitality Association**

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Great Customer Experience*** indicates a required field****2.3 Continued Employment relations support**

a) Provide a support services to venues that enable successful ER management practices and procedure.

b) The role of the GCE based ER officer will be reviewed inline with the review of the GCE program scheduled by Jan 21 and the nature of the scale will be redefined then.

Have you provided support services to venues that enable successful ER management practices and procedure. *

☒ Yes ☐ No

Please advise how many venues have received this support in each region.

South *

96

Must be a number.

North *

40

Must be a number.

North West *

22

Must be a number.

Please list the support types offered to all venues *

Numbers not kept specifically, particularly during COVID. Since start of COVID GCE ER support has been used as assistance to other THA ER support staff member due to opening up support for the whole of the Tourism and Hospitality industries. This support continues and the more focused GCE Business Health Check process is raising more ER related issues to be dealt with.

Was the ER Officer role reviewed in line with the GCE Program review? *

☒ Yes ☐ No

What was the outcome of the review? *

The review demonstrated that the role is still required. Also the recent Fair Work Commission report into Restaurants in Tasmania highlights continued on-going issues with IR payments throughout the industry and the need for ER/IR support for venues in the hospitality industry.

2.4 Testimonials

One operator a month over the next ten months.

Have the testimonials (filmed) been completed for the GCE website and THA social media? *

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☒ Yes ☐ No

How many testimonials have been completed for the GCE website and THA social media? *

20

Must be a number.

Please provide a link to the website *

<https://www.google.com/maps/d/viewer?mid=1GUwIPtBOqVG3zyguUKGw3MQo002LuDNq&ll=-42.045101590712754%2C146.71538619999998&z=8>

Must be a URL.

Please provide a list of operators.

Use the + and - buttons at the right hand side to add and remove rows.

| |
|---------------------------------|
| Venues listed in the above URL. |
|---------------------------------|

2.5 Redevelop Great Customer Experience Program concept

A new, modified program will be developed by January 2021 which will support the initial goal of achieving a culture of customer experience excellence.

Has the program been modified to support the goal of achieving a culture of customer experience excellence? *

☒ Yes ☐ No

Provide details of how the program has been modified *

Learnings from COVID included as part of Program presentation - no modifications made to Program structure, delivery or content generally, simply a more focused intelligence gathering capacity.

What have the outcomes of these changes been? *

More focused assistance to venues to enable them to operate better (survival) and to identify and provide brand enhancing support (thriving) off the back of Covid.

2.6 Specific COVID-19 Recovery Initiatives: Development of COVID-19 Safety Plans for the hospitality industry

Number of plans developed, number of businesses receiving advice

Have COVID-19 Safety Plans been developed for venues in line with WorkSafe Tasmania Guidelines? *

☐ Yes ☒ No

Tourism and Hospitality Association Grants

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Did you complete any other activities in place of this one? *

☒ Yes ☐ No

Please provide details of these activities *

Venues have been advised that compliance is mandatory, support was provided where appropriate/available and referral to WorkSafe and any other areas of support, like Business Tas were made. WorkSafe have publicly thanked the THA and Contractors for being a valuable support to the process.

Strategic Plan and Workforce Development Program

*** indicates a required field**

2.2 Industry Development Plan Initiatives

Delivery and finalisation of key initiatives commenced in 2019/2020 and practical outcomes achieved for key issues identified in the regional industry development plans.

Have the following key initiatives identified in the regional industry development plans been delivered and finalised?

Working with the Tasmanian Government to identify the means to address internet and mobile phone coverage, particularly in regional Tasmania *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

This is a long term issue. Currently waiting on a meeting between the Minister for Hospitality and the THA to determine priority areas and plan for progressing this issue. There have been several meetings and letters back and forth between THA and Government on this issue and a meeting has been planned to determine the next steps. The meeting hasn't taken place yet as the election was called.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

The proposed meeting with the Minister will establish the forward plan.

A number of measures designed to promote best practice in the hospitality industry *

☐ Yes ☒ No

Did you complete any other activities in place of this one? *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

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The reporting period is up until 31st December 2020 and the international pandemic prevented this initiative being progressed during this period. The proposed review of international hospitality legislation, training and service organisations was not proceeded with as the project was based on engagement with between 10 and 15 hospitality associations around the world. As these organisations were very much focused on responding to the international pandemic, the decision was taken to discontinue this project until the pandemic had ended.

Another key initiative was to develop a better business and marketing guide for the hospitality industry. However this is now under review as the needs of the industry have changed as a consequence of the Coronavirus pandemic and the focus will now be on supporting venues in rebuilding their businesses.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

New initiatives are now under review and will be presented for the consideration of the steering committee, taking into account any relevant government initiatives arising from the current State election.

Better engagement with On-Line Travel Agencies *

☒ Yes ☐ No

Please provide details of the activities undertaken during the period to address initiative *

The THA has engaged with OTAs including Bookings.com and Expedia.

Please provide details of the outcomes of activities *

The OTAs and the THA now have regular ongoing discussions and have agreed to work more closely, particularly as the industry looks to rebuild following the Coronavirus pandemic.

Adoption of modern technology *

☒ Yes ☐ No

Please provide details of the activities undertaken during the period to address initiative *

The international review of technology used in the hospitality industry was completed. The report is still undergoing final edits so that it will be more user friendly for hospitality businesses to use when uploaded on the THA website.

Please provide details of the outcomes of activities *

The international review of technology will provide Tasmanian hospitality businesses with valuable information on innovation and advances in the industry to support their profitability and service offering.

2.3 Mental Health Program

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Online mental health resources available for hospitality businesses and enterprises across Tasmania.

It is noted that the reporting states stage 1 of the KPI (Development of online resources) has been met.

Have the following stage 2 indicators been met?

Development of Tasmanian specific collateral (eg videos with Tasmanian business owners and operators and their staff) and a pilot trial with a Tasmanian Venue to look at the benefits of venues undertaking mental health first aid training and the benefits this represents to their venue *

☒ Yes ☐ No

What Collateral has been developed? *

The "Lived Experience" video series is in production and will go to air by the end of April 2021. In all 5 or 6 videos are being produced, depending whether more than one theme can be represented by a single video. Measurement of the engagement will commence as soon as the videos are posted. The pilot mentoring program and its outcomes are now the subject of a separate grant deed and its reporting requirements. The THA has also announced its partnership with Lifeline Tasmania, to help ensure the hospitality industry fully accesses Lifeline Tasmania's Minding Your Business program.

Example: Number of videos, number of venues engaged, link to collateral on social media, results of pilot trial and outcomes

Website

<https://tha.asn.au/mental-health-wellbeing>

Must be a URL.

2.5 Social Media and Communications

The development and delivery of a comprehensive and effective communications plan, to inform Tasmanians and key stakeholders about the outcomes and achievements of the Tasmanian grant funded programs. Communications plan finalised and implemented by 31 December 2020.

Was a communications plan finalised and implemented by 31 December 2019? *

☒ Yes ☐ No

Please upload a copy of the communications plan or excerpt that shows how the outcomes and achievements of the Tasmanian grant funded programs will be communicated to Tasmanian's and key stakeholders *

Filename: THA Communications PLAN_Govt Grant Programs_FINAL.pdf

File size: 302.5 kB

2.6 Skills and Training Initiatives

Over 100 participants across: Job Ready Program, Middle Management Training, Barista Training and Hamlet Training Initiative.

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Please outline the number of Participants for each of the following programs during the reporting period (1 July 2020 – December 31 2020)

| | | |
|--------------------------|--|-------------------------------------|
| Job Ready Program | *Middle Management Barista Training * | Hamlet Training Initiative * |
| 0 | 61 | 0 |
| Must be a number. | Must be a number. | Must be a number. |

Please outline activities undertaken for each of the programs during the reporting period

Job Ready Program *
 nil due to covid

Middle Management Training *
 nil due to covid

Barista Training *
 8 venues completed the barista training in the period with 61 participants

Hamlet Training Initiative *
 nil - we were awaiting response from Hamlet to continue with initiative.

2.7 Hospitality Awareness Program
 Sixty Job active participants in the year

Have job active participants taken part in the Hospitality Awareness Program? *
☐ Yes ☒ No

Did you complete any other activities in place of this one? *
☒ Yes ☐ No

Please provide details of these activities *
 During the reporting period we developed our hospitality awareness sessions to be delivered via online. No job actives completed the online sessions, but this was very valuable for our schools program, with 19 schools and approximately 250 students participating.

2.9.2 Recruitment Day Program
 Fifty (50) start up positions taken up

Were activities undertaken to progress towards achieving this KPI by June 30 2021 *

We are in contact with the team at the Marriot constantly, but they have now pushed their

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opening back until October 2021 at this stage, and thus recruitment won't start until Aug/Sep for this program to commence.

Example: Has a pilot initiative with larger hotels commenced? Did two day recruitment programs take place? Which regions?

If no activities towards this KPI took place, did you complete any other activities in place of this one? *

☒ Yes ☐ No

Please provide details of these activities *

Yes we ran two first impressions restaurant specific training sessions, in December, with participants from Colony 47's transition to work participants. 16 participants completed the sessions. Colony 47 had promised 40 participants to the two sessions, but only provided 16.

2.10 Develop a Communications Strategy for THA activities

A Communications Strategy for the THA's activities

Please outline how this KPI differs from 2.5 and whether this KPI needs to be redefined for the next reporting period. *

This activity is essentially the same as 2.5, other than 2.5 is more specifically focussed on the THA's social media communications whereas 2.10 is a broader outline, as well as highlighting the steering committee's agreement that the THA engage a communications consultant to ensure the grant programs are effectively promoted. The communications consultant has been engaged and an outline of the communications plan has been uploaded with section 2.5

2.11 Best Practice and Innovation

Three best practice initiatives completed/implemented

Reporting indicates one initiative (scan of technology) has progressed towards being completed by 30 June 2021.

Reporting also indicates that the international review of hospitality legislation, training and associations has been cancelled.

Did you complete any other activities in place of the legislative review? *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

See response in section 2.2.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

See response in section 2.2.

Please outline the third initiative to be completed by June 30 2021 *

See response in section 2.2.

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2.12 Showcasing Tasmanian Produce

Participation in a minimum of two regional events that have a strong focus on promoting local produce.

The reporting indicates that covid-19 limited the options for progressing this initiative.

Did you complete any other activities in place of these events? *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

The Coronavirus pandemic restrictions have prevented any opportunities to host events to promote local produce during the reporting period.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

Planning has now commenced to promote Tasmanian produce as part of the upcoming state hospitality industry awards for excellence to be held in May 2021, as well as a major opportunity to showcase Tasmania's produce to the national hospitality industry as part of the national hospitality industry awards for excellence, being hosted in Tasmania in September 2021.

2.15 Events

Up to 5 events in 2020-21 with a focus on supporting Tasmania's hospitality business and enterprises as they look to rebuild their businesses.

The reporting indicates that planning for events in the first half of 2020/21 has not been practical due to COVID-19.

Did you complete any other activities in place of these events? *

☒ Yes ☐ No

Please provide details of these activities *

The THA has lodged a submission with the Tasmanian government to work with the Eat It Tasmania! marketing and events platform, to develop, promote and deliver a series of events. The purpose of these large scale events is to assist in creating demand and to support rebuilding the Tasmanian hospitality industry. The THA is waiting on the advice from the Tasmanian government whether this initiative will be supported. The THA has also hosted a restaurant industry speaker dinner and has planned a number of networking events, to be held in Launceston February 2021, and a series of networking events to coincide with the recommencement of the industry forums, scheduled to recommence in June 2021.

2.16 Strategic Partnerships and Engagement

Engagement with targeted state, national and international hospitality organisations.

The reporting indicates there has been progress in engaging with the New Zealand hospitality industry.

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Did any other activities take place with other state, national or other international hospitality organisations? *

☒ Yes ☐ No

Please provide details of these activities *

The relationship with Hospitality NZ has now progressed to the signing of an MOU with the THA and a number of opportunities for engagement and collaboration have been agreed.

Engagement with the national hospitality organisations is an ongoing process. Covid has prevented any discussions in this period.

A planned engagement with between 10-15 international hospitality organisations on their legislation, training programs and

industry services has been cancelled due to the Coronavirus pandemic. This initiative will be revisited when these organisations are less focused on managing their way through the pandemic.

Example: Outline the nature of activities, number of organisations

Clubs Tasmania Program

*** indicates a required field**

2.2 Capacity building

(Clubs kit, online resources, key initiatives) RSL and Community clubs kit available online in e-reader format and distributed in hard copy form by 31 December 2020.

Were the Clubs Kits and online resources made available in e-reader format and distributed in hard copy form? *

☐ Yes ☒ No

Did you complete any other activities in place of this one? *

☒ Yes ☐ No

Please provide details of these activities *

E-reader is scheduled for first half of 2021, on the back of COVID 19.

RSL and community clubs kit was made available and distributed in 2019 and 2020.

Online resources are regularly updated on our digital platforms

2.4 Mental Health and Wellbeing awareness

Thirteen (13) mental health and well-being information sessions at each of the forums.

It was noted in the reporting that presentations on mental health were not conducted at the forums and an alternative approach was adopted.

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Please provide details of these activities *

The THA's mental health resources were detailed and discussed at the 20 Club forums held up until 31st December 2021. Key activities relating to mental health have also been actively promoted in the period, including participation in the annual MIND GAMES events and the provision of regular updates in our fortnightly bulletins..

As part of our responses to calls on our 1300 125 827 toll free number, a number of referrals were also made during the period to mental health services.

Example: How were mental health resources provided? Number of downloads. Types of resources.

2.5 THRIVE (Club Accreditation Program)

Six step club accreditation process. Program up and running by 30 June 2021.

Were any activities undertaken towards achieving this KPI during the reporting period? *

☒ Yes ☐ No

Please provide details of these activities *

Planning, community consultation and review of draft framework has been completed with key stakeholders. Next steps will include the development of a suite of digital support materials, following scheduled meetings with Communities, Sports and Recreation in early May 2021 to review content. Clubs Tasmania meets monthly with State Sporting Associations, and the THRIVE program is actively promoted and discussed as part of these meetings.

Did Clubs Tasmania collaborate with CSR and State sporting Associations in the design of the accreditation program? (provide detail) Was program material developed (vignettes, videos and course material)?

Is THRIVE (Club Accreditation Program) on track to be up and running by 30 June 2021? *

☒ Yes ☐ No

Financial Report

For the purposes of this report we are only asking for supplemental financial information to what has already been provided.

Grant funds unspent

Please see below grant amounts provided to date for each of the deeds.

Please advise grant amount unspent, if any.

**Great Customer
Experience \$1,750,000**

Clubs Tasmania \$375,000

**Strategic Plan and
Workforce Development
\$1,700,000**

| | | |
|-----------|--------------|--------------|
| \$300,070 | \$123,393.00 | \$303,394.00 |
|-----------|--------------|--------------|

Tourism and Hospitality Association Grants

THA Supplemental Gap Report

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Must be a dollar amount.

Must be a dollar amount.

Must be a dollar amount.

Additional Information

Are there any KPIs that require amending before the next reporting period (ending 30 June 2021).

Is there anything else you would like to add?

No files have been uploaded

Certification

*** indicates a required field**

I declare that by submitting this form:

- all information provided in this report is a true and accurate record of the project and grant activities against those outlined within the grant funding agreement or deed and any subsequent variation,
- the expenditure of the grant funding received has been solely used on achieving the grant approved purpose and the objectives,
- I have attached all required documentation as applicable and,
- there is no matter or circumstances of which I am aware, that would constitute a breach of any term of the grant funding agreement or deed.

I agree *

☒ Yes



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Tasmanian Hospitality Association

Compilation Report

Please find attached the statement of accounts for the following Tasmanian Government grant programs

- Strategic Plan and Workforce Development Program
- Great Customer Experience Program
- Clubs Tasmania Program
- Cowards Punch Program

These finalised accounts record the income and expenditure for each program up until 30 June 2021. The financial statements of the fund are currently subject to audit and so should be considered as draft.

Your faithfully,

s 36

Adviser

29 July 2021



CHARTERED ACCOUNTANTS
AUSTRALIA • NEW ZEALAND

Profit & Loss
RAILIAN HOTELS ASSOCIATION TASMANIAN HOSPITALITY ASSOCIATION
For the 12 months ended 30 June 2021

Actual

Income

State Government Deeds (State Election)

| | |
|--|------------------|
| State - Clubs Tasmania | 162,665 |
| State - Cowards Punch | 9,680 |
| State - Great Customer Exper | 776,405 |
| State - Strategic Planning | 639,421 |
| Total State Government Deeds (State Election) | 1,588,170 |

Non-operating Expenses

Clubs Tasmania Program

| | |
|--|----------------|
| CT001 Project Manager-Clubs Tasmania Program | 140,472 |
| CT002 Motor Vehicle Expenses | 10,468 |
| CT003 Accommodation, phone and fuel | 5,155 |
| CT004 Workshops and Forums | 5,904 |
| CT006 IT Awareness Program | 474 |
| CT007 Networks & Partnership programs | 192 |
| Total Clubs Tasmania Program | 162,665 |

State Cowards Punch

| | |
|----------------------------------|--------------|
| CP001 Cowards Punch | 9,680 |
| Total State Cowards Punch | 9,680 |

State Great Customer Exper

| | |
|---|----------------|
| GCE001 - Management | 292,437 |
| GCE002 - Marketing | 25,023 |
| GCE003 - ER Component | 72,287 |
| GCE004 - Contractors Fees | 386,336 |
| GCE005 - Admin & Materials | 323 |
| Total State Great Customer Exper | 776,405 |

Strategic Plan and Workforce Development

| | |
|---|----------------|
| SP001 Industry Development Initiatives | 178,294 |
| SP002 Workforce Development Initiatives | 262,502 |
| SP004 Industry Promotion & Events | 98,803 |
| SP005 Social Media and Communications | 96,656 |
| SP006 Strategic Partnerships & engagement | 3,166 |
| Total Strategic Plan and Workforce Development | 639,421 |

TOTAL: 1,588,170

Profit: 0



Business continuity support and advice to the Tasmanian hospitality industry

Feedback, observations & recommendations

May 11th 2020

Written by S36 Collins SBA for the benefit of the THA

This report has been based on feedback received from hospitality operators throughout the period of provision of Covid-19 business continuity support meetings and webinars. Over 220 one-on-one meetings were held with business owners together with interactive webinars engaging a further 120 operators. We have structured the resulting report under the following headings:

Contents

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Executive Summary

Hospitality businesses are facing at least 18 months of financial challenge which directly threatens the survival of many businesses and the employment of thousands of Tasmanians. This is the direct feedback we have received from the majority of operators we have spoken to over the past five weeks who fear what the new 'normal' is going to look like.

Numerous factors are combining which indicate a devastating hit to the financial sustainability of the industry. These factors include a decline in overall market size, operational restrictions, expected changes to social behavior, required repayment of deferred expenses and an end to government financial support packages. These point directly to the likelihood of many businesses not re-opening and associated loss of employment.

A well-funded and coordinated response is required if the industry is to be successfully rebuilt into a thriving contributor to Tasmania's economy, where a collaborative approach between the Government, THA, Collins SBA and other stakeholders for at least the next 18 months is going to be critical.

This collaboration must start with the Government providing financial support to the THA to support the restructuring and rebuilding of the industry. Collins SBA will be leveraging our recent work and insights to provide industry specific advice and direction to hospitality operators with respect to a new best practice for:

1. Recovery of revenue
2. Rebuilding operations
3. Rethinking their business and redesign of sustainable financial models

We have outlined specific recommendations (page 8) in relation to:

- **Business owner action:** proactively redesigning business models to fit a new market environment
- **THA coordination:** supporting and guiding the industry to implement new working models
- **Government funding:** for i) professional training and advice ii) support of an orderly industry contraction and iii) support of required industry changes

ROADMAP TO RECOVERY

| | |
|---|--|
| Industry recovery Gameplan | Collins SBA to facilitate a joint Government & THA strategy document with specific actions and accountability required to achieve the best outcomes for the industry |
| Implementation through weekly meetings | Project team established between Government, THA and Collins SBA to ensure communication is transparent, enacted through weekly meetings to keep on track with the Gameplan, and to ensure accountability for all involved |
| Operational recovery plan | THA to finalise and roll out to venues |
| Business owner coaching and support | Structured program of engagement with owners and operators to ensure adequate education, planning and support to identify new best practices and implement required changes |

Commentary on the effectiveness of crisis support mechanisms and prospects for immediate term survival

The businesses we spoke to were, on the whole, extremely appreciative of the efforts of the THA and other industry bodies as well as the overall intent signaled by the various levels of government to provide significant support packages to assist them in dealing with this crisis.

Virtually all hospitality business owners have advised they can survive the immediate period of trading restrictions after accessing all the available support from both Federal and state Government, the ATO, their landlords, banks and suppliers.

As an overview we can provide the following feedback with respect to the government grants and support on which we received the most comments and feedback.

| State Government Industry Specific Support | |
|--|---|
| <ul style="list-style-type: none"> • \$2,500 Emergency Support Grant | A very good response rate, well received by business owners due to simplicity and speed and administered very well by Government. |
| <ul style="list-style-type: none"> • \$15,000 Business Hardship Grant | Most business owners found this to be an excellent concept and a useful quantum however have been frustrated with the speed of implementation. It was slow to release and now slow to process and pay (e.g. one operator applied on 8th April and received an email on 4th May noting they will be advised within the next 3 weeks). This grant could have possibly helped the smaller operators fund Jobkeeper, albeit that window is closing fast with the 8th May as a deadline for back payments for April. |
| <ul style="list-style-type: none"> • Zero interest business continuity loans | Many operators have been wary of taking on more debt. For some operators' new debt is an appropriate move whilst for others it has been a last resort. Implementation has been perceived as slow with little to no communication after lodgment of applications. These funds are likely to be needed rapidly, not in a few months' time, if they are to have maximal impact on industry recovery and sustainability. |
| Other support areas of note | |
| <ul style="list-style-type: none"> • Aurora | The requirement for total business consumption to be less than 150 MWh per annum across all sites ruled out many operators, including some small operators, who needed assistance. All venues who have energy costs must be supported regardless of whether the supplier is Aurora. |
| <ul style="list-style-type: none"> • Local Council Rates | There has been little communication or support from councils to date. It is important that there is a consistent response across the local government regions with a collaborative approach. |
| Federal Government support packages | |
| <ul style="list-style-type: none"> • Jobkeeper | Funding the cash flow requirements of this scheme has been a significant challenge for business owners, which is compromising the intent. There has been significant confusion with respect to the eligibility rules which have |

| | |
|---|---|
| | <p>been changed on a regular basis. The inclusion of only one partner in a 'partnership' is a severe shortcoming for the many businesses in hospitality and tourism, where there are two working partners.</p> <p>We see this as helping keep the unemployment rate down but after 30th September we envisage many employees on Jobkeeper will have their employment terminated as operators understand the financial reality of repaying deferred expenses and of the 'revenue lag' with respect to returning to revenue levels that they were achieving pre Covid-19.</p> <p>The extension of this support to 31st December would be invaluable to the hospitality industry as would provide additional time to keep people employed, bridging the gap leading into the summer trading period.</p> |
| <ul style="list-style-type: none"> • Boosting cashflow PAYG rebates | <p>Confusion around how and when paid, but well received and no additional process for practical simplicity.</p> |

There is currently a concerning gap in support available for the following categories of people:

- Employees on visas (now with some state govt funding)
- Casual employees who have not been employed > 12 months. This is of particular note for business who have been operating < 12 months. In these cases, there is limited opportunity for casual employees to be eligible for JobKeeper

As a general comment, it was observed that business owners who had been proactive and made historical investments in modernising their business operations through the use of on-line platforms, were best placed to adapt to the sudden economic shock and therefore more likely to be able to operate throughout this period, potentially strengthening their brand recognition in the local market.

Preparing for a new industry normal

The high level of government assistance into the industry at this time is successfully facilitating a “pause” on industry activity, however, this has now established a false economy and there are significant questions as to how the industry will be best placed to transition as stimulus is turned off, deferred costs need repayment, and a new marketplace emerges with a different set of operational requirements and competitive pressures.

Our initial observations from the impact of Covid-19 industry restrictions indicate there are anecdotally 3 segments of hospitality venues (percentages indicative estimate only) with differing prospects of surviving this crisis:

| Segment | Typical characteristics | Likely prospects of survival |
|----------------------------|--|--|
| 1. Fragile 10% | A small number of venues were trading at minimal profits (or losses) prior to the crisis and had low cash reserves. The crisis quickly wiped out any available cash and these businesses are in immediate need of cash and will be challenged to survive post crisis and likely to close. | At high risk of failure due to unsustainable business model and/or poor cash flow management |
| 2. Majority 75% | Most operators in this segment were profitable prior to the crisis and had some cash reserves and lines of credit to survive the initial 6 to 12 weeks with low or no income. Government grants and support have ensured these businesses are able to survive through the lock down period. They have a solid proportion of local customer base and potentially have been able to continue with some level of reduced trading to generate some income. | Stable but will likely need to redesign their business model and reorganise operations to maintain adequate profitability in a market with reduced demand levels, at least in a transitional period of ‘normal’ operations |
| 3. Premium 15% | These venues target the high end of the market and, whilst profitable prior to the crisis with good cash balances, have major concerns about their ability to profitability trade post crises given their reliance on tourists. The loss of these operators could represent a significant dent to the premium Tasmanian brand positioning. | At risk of failure due to significant reduction in target market demand post Covid-19 restrictions |

As trading restrictions relax and the market returns there are very unclear prospects for how soon the market will rebound, to what level, and how that will differ across various segments of the market. Undoubtedly the increase in local unemployment levels, reduced industry stimulus activity through events & conferences (e.g. lack of dark mofo etc.) together with a major short to medium term drop in domestic and international tourism trade, will see a significant reduction in overall industry revenue. The reality is the rebound will look different for all businesses depending on their specific market mix, however for most a return to levels pre crises is likely to take years, not months.

Many industry venues rely on a high ratio of customers to available floorspace for their business models to be viable. Therefore, there are concerns that a return to trading at significantly reduced capacity due to social distancing requirements will represent an unsustainable financial model. Add to this pre-existing cost pressures arising from wage increases, rental increases, and a lack of skilled employees that were already hampering profit margins.

Some operators commented that they would prefer to see trading resume at 100% capacity once the risk of potential Covid-19 transmission was minimised, as opposed to a gradual resumption of trade at reduced levels where they felt they needed to operate at or below break-even levels to maintain a presence in the market.

Whilst the lifting of restrictions will have immediate and significant implications for operators in segments 1 and 3, we strongly recommend all operators carefully re think their business model and operations, and plan for a reduced level of revenue for at least 18 months. As a result, hospitality operators will need to make appropriate adjustments to staffing structures, training plans, technology, products, supply chains, branding and marketing. We have reviewed best practice in these areas and are preparing educational and coaching roll out plans to further support industry venues adapt to the new environment.

Released under RMA

An orderly shake out – preventing systemic industry disruption

For the hospitality industry to rebuild to a sustainable level it is reasonable to assume there will need to be an immediate short-term reduction of industry capacity, given the expected reduction in demand. This will be an uncomfortable reality but necessary. A reduction in venue numbers will ease pressure on the availability of skilled workers, increase the market share of remaining operators and see improved productivity within individual venues. The impact will be felt by business owners who have personal debt obligations, unsecured creditors including suppliers and landlords, and employees with unpaid entitlements with the likelihood of reduced future employment prospects.

It's important that the wider industry sector is considered to ensure systematic damage is not inflicted. Secured creditors should see most of their value retained and employee entitlements maybe covered through the FEGS scheme should businesses undertake an orderly wind up. However, one of the more vulnerable corners of the industry, and yet critical to industry quality and sustainability, is the food and beverage supply chain who are typically unsecured creditors with significant debts currently at risk. Bad debts infecting this part of the supply chain and leading to a domino of further business failures could see systematic damage throughout the hospitality industry.

There may also be an argument for providing some level of support to landlords who are likely to see significant profitability reductions, however the impact of damage to this sector of the economy is far less likely to have systematic ramifications for the broader hospitality industry.

The THA have a role to play in supporting vulnerable business owners to carefully review their prospects and facilitate the appropriate advice and support to exit the industry in a way that minimises collateral damage to the wider industry and supply chain. Some targeted financial assistance from government may significantly reduce the prospects of this market transition inflicting wider damage.

Summary of recommendations – Business, Industry & Government

1. Business owners

Business owners must invest in the following to maximise their chance of success in a post Covid-19 marketplace:

- Prepare for new operational requirements in a Covid-19 world including increase in infection minimisation practices and procedures as well as social distancing requirements (part of the THA's recovery plan)
- Review business model and cashflow forecasting with consideration to a range of scenarios including a significant reduction in income and repayment of deferred expenses
- Remodel operational aspects of a new business model including investment in business advice, training and new technology
- Accelerate digital adoption to enable the new business model

2. Industry level support (THA)

The THA have a number of opportunities to support the industry through this next phase of recovery:

- Development of operational best practice procedures for operating with Covid-19 risks
- Increase operational training using Typsy and other specific training providers
- Provide advice on business model rethinking using Collins SBA and facilitated by the THA
- THA to provide free access to Typsy for any unemployed workers wishing to increase their industry skills (e.g. value of \$250/employee, partially government funded?)
- Facilitation of an industry wide working forum to review industry changes and provide further recommendations to the THA and government on required industry support to optimise prospects for a successful recovery

3. Government support

Financial support to assist with the most orderly restructuring of the hospitality industry:

1. Funding of education and support targeted at the stable majority (as noted above) facilitated by Collins SBA, to assist with redesigning business models and planning for operations through the recovery period
2. Funding of education targeted at the at risk component of the industry (noted above) as to how to wind up their operations in an orderly way that will minimise risk and impact to owners (depending on the structure they are operating through) and maximise returns to creditors. EG an industry webinar series run by local liquidation firm Paul Cook & Associates
3. Financial support to pay for a liquidator to assist with the voluntary orderly winding up of businesses (e.g. \$10,000 per wind up)
4. Financial support to provide some financial relief for suppliers who are left with bad debts due to being an unsecured creditor of a business that is winding up (e.g. 50% of a bad debt up to the value of \$20,000 per business wind up). It should be noted that this support should be from

government directly to suppliers and not via the business winding up to ensure the funds are not at risk of being redirected to higher ranked creditors

5. Financial support for additional resources needed to manage hygiene and distancing
6. The waiving of taxes and licenses for the year ended 30th June 2021 for all operators
7. Land tax waiver for Tasmanian producers

Released under RTI

Collins SBA Phase 2 & 3 support and advice

Collins SBA in conjunction with the THA, should now initiate phase 2 of the business support plan, which we anticipate would run until around the end of July. The focus of this phase is on the redesign of business models and forward cash flow planning to help businesses prepare for a new business environment. This is to be a broad industry approach focused on capturing as many business owners as possible.

We are designing several options with respect to delivery mechanisms that will ensure this can be rolled out in the most impactful and efficient way to as many operators as possible. Phase 2 support already has most of the funding secured.

Phase 3 of our support beginning around August is providing more specific advice to business owners, who need intensive change to cope with the new operating environment. This would be in the form of one-on-one support and will need further funding from government.

We also recommend weekly webinars with a THA representative, prominent hospitality operators, external advisers with specific skillsets, and Collins SBA, with specific topics every week to help the industry collaborate and survive. It is so important that all those in the hospitality industry feel comfortable about asking for help and that appropriate help is available.

s36 [REDACTED] Collins SBA would facilitate the above in their dedicated role as strategic business advisers and business coaches.

Appendix 1: Report context and author details

This report has been prepared by s36 Collins SBA. s36 are Business Advisers with Collins SBA specialising in assisting business owners develop and execute strategic business plans suitable for rapidly changing environments.

Collins SBA are a multi-disciplinary business advice firm. Further details can be found at:
<https://collinssba.com.au/team/#strategy-team>

The report summarises feedback gathered in speaking with hospitality businesses in the early stages of the Covid-19 lock down. The report was prepared for the THA.

For further information, please contact:

s 36
s 36
s 36

Released under RTI

Exit Report

Grant Program

Business Continuity Planning Support for the Tasmanian Hospitality Industry

1. Introduction

On 29 May 2020 the Tasmanian Hospitality Association (THA) and the Tasmanian Government entered into a grant deed to implement a program of business support, for those businesses impacted by the consequences of the Coronavirus pandemic and subsequent industry lockdown.

2. The Program

The program was delivered in three main phases, overseen by the THA and delivered by the business advisory firm Collins SBA.

Phase 1 involved one on one meetings and webinar sessions with representatives from Collins SBA. The key focus of this initial phase was on providing hospitality businesses with advice and guidance on ways to continue their operations while the government restrictions remained in place, helping businesses navigate their way through government financial support options, and providing planning advice for the future.

Phase 2 involved a series of online group coaching programs with the focus being "recovering" revenue, "rebuilding" operations, and "rethinking" their businesses in the new operating environment.

Phase 3 involved a series of five (5) three-hourly forums held around Tasmania, with the key themes focused on rethinking their businesses and supporting structures, strategic positioning, customer experience, cashflow planning, technology, marketing and mindset.

3. Outcomes

The success of this program, implemented at the height of the lockdown, was in a large part due to the role played by the Great Customer Experience (GCE) program contractors. The contractors made personal, one to one contact with around 2,300 business owners (in some case involving multiple contacts), to ensure all hospitality businesses were aware of the program and were able to maximise the benefits the program provided. In all, over 7,000 phone calls were made.

Phase 1 involved: 222 one-to-one business continuity support calls.

Phase 2 involved: 171 businesses registered for the continuity webinar sessions;

169 "Rebuild, recover, rethink" webinar registrations;

80 group coaching registrations.

Phase 3 involved: 233 registrations for the regional workshop sessions, with a total of 88 in Hobart (two sessions), 61 in Launceston, 27 in the North-West, 24 in the West Coast and 13 in the East Coast.

In total the program involved 875 registered participants, the three-phase program drawing to a close on the 2nd December 2020.

4. Major Issues and Themes

4.1 *Uncertain Future*

On the whole businesses attending the sessions were extremely appreciative of the effort and support of the THA, the Tasmanian government and the support funding that was available.

Most businesses advised that they could survive in the very immediate term given the support made available by the Federal and Tasmanian governments, the Australian Tax Office, their landlords, banks and suppliers.

However, businesses were faced with at least 18 months of financial challenge, most expressing uncertainty about the future and facing the equivalent of three winter trading seasons in succession.

This is because:

- businesses have just emerged from an almost complete closure during the winter of 2020;
- the 2020 summer season was expected to be similar to a winter trading season due to the restrictions, reduced visitor numbers, and major changes to behavior – with many Tasmanians staying in as opposed to getting out and about;
- this lower trading summer period will then be followed by the 2021 winter season.

While JobKeeper kept many businesses afloat, when this ceases in March 2021, many businesses are expected to fail.

4.2 *Tasmania Government Grant Programs*

Businesses were appreciative of the support provided by the Tasmanian government.

The \$2,500 emergency grant scheme had a good response rate and was well received due to its simplicity and the speed at which it was available;

The concept and the amounts available through the \$15,000 Business Hardship grants were well respected but there was a considerable degree of frustration due to the slow speed of its implementation.

The zero-interest continuity loan scheme was not well supported as it meant operators taking on more debt at a time when they had little or no income, the future at that time was uncertain, and the process was too slow for funds that were needed quickly.

The Aurora grants were not accessible for many operators because their consumption levels were too high to qualify.

Recommendations

The final report from Collins SBA provided a number of recommendations based on the experience gained in delivering this Tasmanian government funded grant program:

- Future coaching workshops will best be delivered in a series of small groups and on-line, with a maximum of twelve (12) participants from likeminded businesses. This will help the delivery of relevant content for their specific businesses;

- The approach needs to be scalable to provide greater access for businesses in rural and regional areas;
- The format of the phase 2 online coaching programs was well received and should be considered for any similar support programs in the future;
- Regular webinars are recommended to follow up on the outcomes of the coaching programs;
- A small registration fee is recommended as opposed to free events. Experience has demonstrated this will lead to improvement in attendance and the additional funds can be reinvested in the program;
- Any such program in the future should look to include more local industry leaders and influencers to build credibility and engagement.

5. Summary

The Business Continuity Planning Support program was an immense success in providing support and guidance to Tasmanian hospitality businesses and enterprises at a critical stage during the Coronavirus pandemic.

The feedback on the service provided was positive with those participating businesses receiving much needed quality advice and guidance, at a time when it was critically needed. Also, it was evident the majority of businesses normally did not know at the time where to access this advice and support.


6. Financial Acquittal

Collins SBA was engaged under a contract with the THA to deliver the Business Continuity Planning Support program.

Payments were made by the THA on receipt of invoice from Collins SBA as follows:

| | | |
|-------------------------------------|---------|------------------|
| April to May | Phase 1 | \$ 72,800 |
| May to July | Phase 2 | \$120,200 |
| December | Phase 3 | \$ 50,369 |
| <i>Plus venue hire and catering</i> | | \$ 6,631 |
| Total | | \$250,000 |

Dept. Ref D20/109251
Critical Date _____

| APPROVED/NOT APPROVED | |
|--|------------|
|  | |
| SIGNED: | _____ |
| DATE: | 5 May 2020 |

MINUTE TO THE DEPUTY SECRETARY

SUBJECT: TASMANIAN GOVERNMENT STIMILUS PACKAGE SUPPORT FOR THE TOURISM AND HOSPITALITY SECTORS

Deputy Secretary's notation:

Recommendation:

That you:

1. Note that the Tasmanian Government has committed a total of \$300 000 to the Tourism Industry Council Tasmania (TICT) and the Tasmanian Hospitality Association (THA) through the Government's economic stimulus package to provide business continuity and cash flow advice to businesses in Tasmania that have been effected by COVID-19;
2. Note that there will be two separate funding deeds to carry out the agreed terms – one with THA and the other with TICT; and
3. Approve the negotiated terms and conditions as attached to this Minute for both the THA and TICT grant deeds.

Current Situation:

The Tasmanian Government has committed a total of \$300 000 to the Tourism Industry Council Tasmania (TICT) and the Tasmanian Hospitality Association (THA) through the Government's economic stimulus package to provide business continuity and cash flow advice to businesses in Tasmania that have been effected by COVID-19.

The Tasmanian Support and Stimulus Package released on the 18th March 2020 included \$100 000 to the TICT and the THA for training in the tourism and hospitality sectors over the winter months, to improve productivity and to be ready to bounce back when tourism returns to normal levels across this state.

In addition to this commitment, the Government also committed a further \$200 000 through the Social and Economic Support Package released on 26th March 2020 to the THA to provide business continuity and cash flow advice support to the industry.

In recognition that the priority for tourism and hospitality operators was business assistance and support and the limitations of providing sector training as COVID-19 restrictions were implemented, the first \$100 000 of stimulus support committed was repurposed to boost the total amount of funding to the THA for business continuity and cash flow advice support to \$250 000, with the remaining \$50 000 being provided to the TICT for a parallel program for tourism businesses.

The Tourism and Hospitality Supply-side Unit (THSU), on behalf of the Department of State Growth, will manage the funding and are currently in the contracting process with both the TICT and the THA.

Your approval of the negotiated terms and conditions for both the THA and TICT grant deeds is now sought.

s 36

4 May 2020

| | | | |
|--------------|---------------|-------------|---------------|
| Prepared by: | s 36 | Cleared by: | s 36 |
| Position: | | Position: | |
| Email: | s 36 | Email: | s 36 |
| Date: | 27 April 2020 | Date: | 27 April 2020 |
| Phone: | s 36 | Phone: | s 36 |



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
Contact officer: s 36
Telephone: s 36
Email: cis@stategrowth.tas.gov.au

Doc Ref: Australian Hotels Association Tasmanian Hospitality Association 110520

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Grant deed

Details and recitals

Date:

29 May 2020

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 provide immediate business continuity and cash flow advice to tourism businesses in Tasmania that have been effected by COVID-19. |
| Item 2 (clause 2.1): | Grant Amount |
| | \$250,000.00 (excluding GST) payable by instalments in accordance with Item 3 |
| Item 3 (clause 3.1): | Payment method for the Grant |
| | <p>Instalment 1 - \$150,000.00 upon execution of this Deed and the satisfaction of the Condition precedent, but by no later than 31 May 2020;</p> <p>Instalment 2 - \$50,000.00 upon satisfaction of the Condition precedent, but by no later than 31 July 2020; and</p> <p>Instalment 3 - \$50,000.00 upon satisfaction of the Condition precedent, but by no later than 30 September 2020.</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 Plan to the satisfaction of the Grantor no later than 15 May 2020;</p> <p>Instalment 2 - provision of a Progress Report no later than 15 July 2020; and</p> <p>Instalment 3 - the satisfactory reporting required with respect to the Exit Report no later than 15 September 2020.</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 September 2020. |
| Item 7 (clause 7.2): | Reporting requirements |
| | <p>The Recipient must provide:</p> <ol style="list-style-type: none"> 1) a Progress Plan; 2) a Progress Report; and 3) an Exit Report. <p>All information and reports that are required to be provided to the Grantor by the Recipient must be in a form and substance satisfactory to the Grantor.</p> |

Item 8 (clause 10): Special terms and conditions

The Recipient agrees:

- (a) 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;
- (b) 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;
- (c) to participate in any funding evaluation that may be undertaken by the Grantor; and
- (d) 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

"Exit Report" means in respect of the Approved Purpose, a report detailing key outcomes of the project, including regional benefits and a financial acquittal

"Progress Plan" means in respect of the Approved Purpose, the plan to be provided detailing expected key outcomes of the project up to the Date for completion of the Approved Purpose.

"Progress Report" means in respect of the Approved Purpose, a report covering the period from the Date for commencement of the Approved Purpose to 30 June 2020, detailing key outcomes of the project to date.

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



PHASE 2

'Recover, Rethink, Rebuild' for the
Tasmanian hospitality industry

Summary of feedback and observations

23rd June 2020

Prepared by s36 Collins SBA

This report has been based on feedback received from hospitality operators over the past 4 weeks, where interactive webinars engaging 69 operators and group workshops (2 weeks completed of the 6 week program) with 80 registrations. The workshops are focused mainly on Rethinking their business model, in addition to reviewing their financial model and cashflow forecasting for different scenarios.

Overview of Webinars and Group workshops

The week starting the 25th June kicked off the Webinars (for 2 weeks) providing the attendees with an overview and insight into the content and learnings they could expect from the Group workshops.

The group workshops started on the 9th July with eight groups split into the following segments;

1. Pubs & Hotels
2. Restaurants & Café's
3. Accommodation

Hospitality and tourism businesses are participating in an online group coaching format with up to 10 other similar business owners to work through a series of modules focussed on maximising profitability with a refined business model for the new environment.

The coaching format consists of 2 hours per week over 6 weeks covering a different module each week. The modules are:

1. Your financial model
2. Branding & marketing
3. Making the most of technology
4. People management
5. Mindset for business success
6. Implementing your plan

The coaching is being facilitated by Collins SBA with expert contributors to each session as well as providing an excellent opportunity to hear what the other group members are doing and sharing practical improvement ideas.

Group members are provided with a recording of the workshops, a copy of the powerpoint presentation and a workbook leading into the next workshop.

The focus is on rethinking your business to survive, and then to thrive as restrictions are eased and we move into the new 'normal' business environment. Doing things the same way as pre-Covid19, will not provide the same results.

We are two weeks into the six weeks, with all those attending learning new concepts and approaches and making a contribution to discussions to ultimately help everyone...We are in this together approach is an important part of helping businesses come out the other side.

We are challenging the status quo and providing all those who attend with alternatives for rethinking their business to ultimately have a competitive advantage in their 'space', with a robust and financially sustainable business. By doing this, these businesses will recover and be a good employer in their respective location or region.

Specific outcomes for those attending

- Improved understanding of their financial model
- Cashflow forecasting template and assistance with 'stress' testing their business for reduced income and the impact of any deferred obligations
- Tips with respect to profit improvement
- Understanding the importance of their Brand and how this can differentiate their business, and thereby increase revenue and margins
- Development of their 'Brand Story'
- Using their brand for marketing
- Using technology to capture data, improve efficiency and the management of their business, with improved operations
- Improve the productivity and engagement of employees
- New concepts to help with a positive mindset and thereby helping to face current and any future challenges, with tools and an approach which will also enhance their ability to succeed
- A working business plan and identified actions and priorities for the coming 12 months

Key details of the workshops

- Hospitality online group business coaching program
- 2 hours per week over 6 weeks
- Offer additional one-on-one for assistance to navigate higher complexity businesses
- Key themes covered:
 - i.Recovering revenue
 - ii.Rebuilding operations
 - iii.Rethinking the business

Workbook provided each session outlining key themes and working examples to use for their business

| Section | Unit / Module | expert | Presentation topics | Working materials |
|-----------------|--|-------------------------------|--|---|
| Recover revenue | <i>Making your business work</i> (Business & financial model) | Rob Cameron & Michael Denehey | Success = plan + mindset Importance of the business model Financial metrics and KPI's 1+1+1-1=53 Reverse engineering your cost base Intro to cashflow forecasting Building your plan for success The impact of deferred costs | Financial model template Copy of cash flow forecast to be worked on |
| | <i>Customer first thinking</i> (Brand & target market) | Guy Taylor | Target market – what do they value? Brand positioning to target market Linking brand with product offers | Target market defined and brand story documented |
| Rebuild | <i>Rethinking digital</i> (Technology) | Kerry Johnston | Why is tech important? Capture customer data and analytics for real time decision making IT capabilities available for hospitality businesses How to decide what is appropriate for your business, including | Technology implementation checklist Customised technology requirements statement |

| | | | | |
|----------------|--|--------------------------------|---|---|
| | | | incorporating business processes How to implement tech & next steps | |
| | Leading & managing people | Michael Denehey & Penny Holmes | Structure – simplify & streamline roles & responsibilities Communication rhythm (daily, weekly, quarterly) Processes for consistency Training – service & leadership | Structure diagram Roster template Skills gap matrix Typsy login |
| Rethink | Thinking into results (Mindset) | Rachael Downie | Importance of imagination Who we are, how we work, how we grow? Goal setting / clarity New paradigms Knowing-doing gap | A goal setting template Clarity on the top 2 goals needed to be implemented both personally and professionally |
| | Traction (Planning, projections, data and reporting) | Michael Denehey & Rob Cameron | Finalise the cash flow plan Governance Business plan with a shared sense of purpose Monitor progress Assign accountability Next step – one-on-ones | Cashflow forecast Customised business plan with actions & priorities for FY21 Why do you do what you do - Purpose |

Feedback from hospitality and tourism operators

- 1) OTA's for accommodation businesses have a significant impact on their yields, but historically operators could not afford to not use these booking operators. In the current environment, maximizing yields has become even more important, so providing incentives for guests to book direct will be beneficial for survival. Government support by way of a Tasmania website was recommended by many operators we have talked with, to help facilitate a 'book direct' campaign
- 2) The Hardship Grant of \$15k was allocated on what appears to be an adhoc basis with many operators who need this grant missing out
- 3) Extension of Jobkeeper until next year is vital to support an extended recovery of the industry
- 4) State Government loans – slow in responding and appears that those making the assessments have little or no experience in this area
- 5) Relaxation of the restrictions earlier than anticipated has compromised the attendance for some operators, but are appreciative of the opportunity and the recording of the workshops, so they are still involved
- 6) Many have identified the risk of having ONE revenue stream, so looking to expand
- 7) The 'middle market customer' should be the main focus for most being the majority of customers (subject to the specific target market of each venue)
- 8) Local produce and knowledge becoming even more important
- 9) Additional costs associated with trading with the current restrictions (labour + cleaning products etc)
- 10) Capacity and distancing an issue, with the financial impact in summer significant should restrictions still remain
- 11) Collaboration within regions happening (EG 'Far South Tasmania' in the Dover area and Bicheno accommodation operators etc)
- 12) Many operators need help with their websites, but do not have the financial ability

Tourism and Hospitality Association Grants
THA Supplemental Gap Report (Version 2 of 2)
Application THA1 From Australian Hotels Association Tasmanian Hospitality Association
 Form Submitted 29 Apr 2021, 11:46am AEST

Great Customer Experience

* indicates a required field

2.3 Continued Employment relations support

- a) Provide a support services to venues that enable successful ER management practices and procedure.
- b) The role of the GCE based ER officer will be reviewed inline with the review of the GCE program scheduled by Jan 21 and the nature of the scale will be redefined then.

Have you provided support services to venues that enable successful ER management practices and procedure. *

☒ Yes ☐ No

Please advise how many venues have received this support in each region.

South *

96

Must be a number.

North *

40

Must be a number.

North West *

22

Must be a number.

Please list the support types offered to all venues *

Since the start of COVID, GCE ER support has provided assistance to other THA ER support staff, to provide advice and guidance to hospitality business owners, operators and their staff, to help them navigate their way through the lockdown and the government support services. The issues included the obligations on employers in accessing Job Keeper payments, staff employment and stand down provisions, rights and obligations relating to dismissals, staff rights and complaints, payroll tax, government services and funding and a wide range of other regulatory and employment matters This support continues and now has a stronger focus on delivering the GCE Business Health Check process.

Was the ER Officer role reviewed in line with the GCE Program review? *

☒ Yes ☐ No

What was the outcome of the review? *

The review of the GCE program included the ER officer role and demonstrated it is still an important component of the overall GCE program. The work of the THA and GCE ER officers during the lockdown and the early easing of restrictions clearly demonstrated that industrial and employment relations are major considerations in engaging and maintaining quality staff and the critical need for venue owners and operators to be fully aware of their employment obligations, as well as the importance of the work environment they create for their staff. The recent Fair Work Commission report into Restaurants in Tasmania also highlights continued on-going issues with key issues such as IR payments and that there is still work to be done to ensure venue owners and operators are fully aware of their

Tourism and Hospitality Association Grants
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Form Submitted 29 Apr 2021, 11:46am AEST

employment obligations. The role has clearly been oversubscribed and has once again highlighted the importance of clear and precise IR advice and assistance to the hospitality industry. Changes to the role were necessary as Covid impacted the industry and as we come out of covid, the questions and issues by venues changed and the role needs to reflect those changes. The role will continually evolve as the impacts of covid change and the IR laws change.

2.4 Testimonials

One operator a month over the next ten months.

Have the testimonials (filmed) been completed for the GCE website and THA social media? *

☒ Yes ☐ No

How many testimonials have been completed for the GCE website and THA social media? *

20

Must be a number.

Please provide a link to the website *

<https://drive.google.com/open?id=1GUwIPtBOqVG3zyguUKGw3MQo002LuDNq&usp=sharing>

Must be a URL.

Please provide a list of operators.

Use the + and - buttons at the right hand side to add and remove rows.

| |
|---------------------------------|
| Venues listed in the above URL. |
|---------------------------------|

2.5 Redevelop Great Customer Experience Program concept

A new, modified program will be developed by January 2021 which will support the initial goal of achieving a culture of customer experience excellence.

Has the program been modified to support the goal of achieving a culture of customer experience excellence? *

☒ Yes ☐ No

Provide details of how the program has been modified *

Learnings from COVID included as part of Program presentation - no modifications made to Program structure, delivery or content generally. However the lessons learned during the Coronavirus pandemic have been used to better focus the service provided as part of the GCE program. A 2/3 page outline of the program was provided as part of our initial update report in March 2021.

What have the outcomes of these changes been? *

More focused assistance to venues to enable them to operate better (survival) and to identify and provide brand enhancing support (thriving) off the back of Covid.

2.6 Specific COVID-19 Recovery Initiatives: Development of COVID-19 Safety Plans for the hospitality industry

Number of plans developed, number of businesses receiving advice

Have COVID-19 Safety Plans been developed for venues in line with WorkSafe Tasmania Guidelines? *

☐ Yes ☒ No

Did you complete any other activities in place of this one? *

☒ Yes ☐ No

Please provide details of these activities *

Venues have been advised that compliance is mandatory, support was provided where appropriate/available and referral to WorkSafe and any other areas of support, like Business Tas were made. WorkSafe have publicly thanked the THA and Contractors for being a valuable support to the process.

Strategic Plan and Workforce Development Program

*** indicates a required field**

2.2 Industry Development Plan Initiatives

Delivery and finalisation of key initiatives commenced in 2019/2020 and practical outcomes achieved for key issues identified in the regional industry development plans.

Have the following key initiatives identified in the regional industry development plans been delivered and finalised?

Working with the Tasmanian Government to identify the means to address internet and mobile phone coverage, particularly in regional Tasmania *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

This is a long term issue. Currently waiting on a meeting between the Minister for Hospitality and the THA to determine priority areas and plan for progressing this issue (As requested by the Minister). In essence this will require the government and the carriers to agree with the priority areas identified by the THA in our letter to them, and agree to pursue funding under the Australian government's Black Spot program to develop the infrastructure required, There have been several meetings and letters back and forth between THA and Government on this issue and a meeting has been planned to determine the next steps. The meeting hasn't taken place yet as the election was called. It is clearly in the hands of the government

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to come back to THA on this. Copies of letters can be obtained from Minister Courtney's office.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

The proposed meeting with the Minister will establish the forward plan.

A number of measures designed to promote best practice in the hospitality industry *

☐ Yes ☒ No

Did you complete any other activities in place of this one? *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

The reporting period is up until 31st December 2020 and the international pandemic prevented this initiative being progressed during this period. The proposed review of international hospitality legislation, training and service organisations was not proceeded with as the project was based on engagement with between 10 and 15 hospitality associations around the world. As these organisations were very much focused on responding to the international pandemic, the decision was taken to discontinue this project until the pandemic had ended. The feedback is they are keen to engage when they are in a better position to do so.

Another key initiative was to develop a better business and marketing guide for the hospitality industry. However this is now under review as the needs of the industry have changed as a consequence of the Coronavirus pandemic and the focus will now be on supporting venues in rebuilding their businesses.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

As a consequence of the Coronavirus, the focus needs to be on assisting venue owners to rebuild their businesses. An evaluation will be made in the first quarter of 2021 of the critical businesses needs and barriers to investment as the restrictions ease, and targeted initiatives developed to support the industry in the rebuilding phase. We are working on forums (in person and/or on-line) that target key issues and identify possible solutions such as access to finance, insurance, and shortage of staff, etc. that meet the needs of the industry as we move forward.

Better engagement with On-Line Travel Agencies *

☒ Yes ☐ No

Please provide details of the activities undertaken during the period to address initiative *

The THA has engaged with OTAs including Bookings.com and Expedia.

Please provide details of the outcomes of activities *

The OTAs and the THA now have regular ongoing discussions and have agreed to work more closely, particularly as the industry looks to rebuild following the Coronavirus pandemic.

Adoption of modern technology *

☒ Yes ☐ No

Please provide details of the activities undertaken during the period to address initiative *

The international review of technology used in the hospitality industry was completed. The report is still undergoing final edits, which have been delayed due to changes within the consultancy carrying out the work, the University of South Australia. The objective remains to upload the report for general access by 30 June 2021. (Please note- The consultant from the University of South Australia was taken off-line for other roles during covid and then had a serious car accident. We are in constant contact with her and she has advised that she can't see any barriers at this stage to having it completed by 30th June.

Please provide details of the outcomes of activities *

The international review of technology will provide Tasmanian hospitality businesses with valuable information on innovation and advances in the industry to support their profitability and service offering as they move forward post covid.

2.3 Mental Health Program

Online mental health resources available for hospitality businesses and enterprises across Tasmania.

It is noted that the reporting states stage 1 of the KPI (Development of online resources) has been met.

Have the following stage 2 indicators been met?

Development of Tasmanian specific collateral (eg videos with Tasmanian business owners and operators and their staff) and a pilot trial with a Tasmanian Venue to look at the benefits of venues undertaking mental health first aid training and the benefits this represents to their venue *

☒ Yes ☐ No

What Collateral has been developed? *

The "Lived Experience" video series is in production and will go to air by early May 2021. In all 5 or 6 videos are being produced, depending whether more than one theme can be represented by a single video. Measurement of the engagement will commence as soon as the videos are posted. The pilot mentoring program and its outcomes are now the subject of a separate grant deed and its reporting requirements. The THA has also announced its partnership with Lifeline Tasmania, to help ensure the hospitality industry fully accesses Lifeline Tasmania's Minding Your Business program. The pilot trial of the Mental Health First Aid training program was conducted at the Stillwater Restaurant with ten (10) staff and managers participating. The feedback was extremely positive and provides confidence in promoting this valuable training program to the hospitality industry more generally.

Example: Number of videos, number of venues engaged, link to collateral on social media, results of

pilot trial and outcomes

Website

<https://tha.asn.au/mental-health-wellbeing>

Must be a URL.

2.5 Social Media and Communications

The development and delivery of a comprehensive and effective communications plan, to inform Tasmanians and key stakeholders about the outcomes and achievements of the Tasmanian grant funded programs. Communications plan finalised and implemented by 31 December 2020.

Was a communications plan finalised and implemented by 31 December 2019? *

☒ Yes ☐ No

Please upload a copy of the communications plan or excerpt that shows how the outcomes and achievements of the Tasmanian grant funded programs will be communicated to Tasmanian's and key stakeholders *

Filename: THA Communications PLAN_Govt Grant Programs_FINAL.pdf

File size: 302.5 kB

2.6 Skills and Training Initiatives

Over 100 participants across: Job Ready Program, Middle Management Training, Barista Training and Hamlet Training Initiative.

Please outline the number of Participants for each of the following programs during the reporting period (1 July 2020 – December 31 2020)

| Job Ready Program * | Middle Management Training * | Barista Training * | Hamlet Training Initiative * |
|----------------------------|-------------------------------------|---------------------------|-------------------------------------|
| 0 | 0 | 61 | 0 |
| Must be a number. | Must be a number. | Must be a number. | Must be a number. |

Please outline activities undertaken for each of the programs during the reporting period

Job Ready Program *

nil due to covid

Middle Management Training *

nil due to covid

Barista Training *

8 venues completed the barista training in the period with 61 participants

Hamlet Training Initiative *

nil - we were awaiting response from Hamlet to continue with initiative.

2.7 Hospitality Awareness Program

Sixty job active participants in the year

Have job active participants taken part in the Hospitality Awareness Program? *

☐ Yes ☒ No

Did you complete any other activities in place of this one? *

☒ Yes ☐ No

Please provide details of these activities *

During the reporting period we developed our hospitality awareness sessions to be delivered via online. No job actives completed the online sessions, but this was very valuable for our schools program, with 19 schools and approximately 250 students participating.

2.9.2 Recruitment Day Program

Fifty (50) start up positions taken up

Were activities undertaken to progress towards achieving this KPI by June 30 2021 *

We are in contact with the team at the Marriot constantly, but they have now pushed their opening back until October 2021 at this stage, and thus recruitment won't start until Aug/ Sep for this program to commence.

Example: Has a pilot initiative with larger hotels commenced? Did two day recruitment programs take place? Which regions?

If no activities towards this KPI took place, did you complete any other activities in place of this one? *

☒ Yes ☐ No

Please provide details of these activities *

Yes we ran two first impressions restaurant specific training sessions, in December, with participants from Colony 47's transition to work participants. 16 participants completed the sessions. Colony 47 had promised 40 participants to the two sessions, but only provided 16.

2.10 Develop a Communications Strategy for THA activities

A Communications Strategy for the THA's activities

Please outline how this KPI differs from 2.5 and whether this KPI needs to be redefined for the next reporting period. *

This activity is essentially the same as 2.5, other than 2.5 is more specifically focussed on the THA's social media communications whereas 2.10 is a broader outline, as well as highlighting the steering committee's agreement that the THA engage a communications consultant to ensure the grant programs are effectively promoted. The communications consultant has been engaged and an outline of the communications plan has been uploaded with section 2.5

2.11 Best Practice and Innovation

Three best practice initiatives completed/implemented

Reporting indicates one initiative (scan of technology) has progressed towards being completed by 30 June 2021.

Reporting also indicates that the international review of hospitality legislation, training and associations has been cancelled.

Did you complete any other activities in place of the legislative review? *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

See response in section 2.2. As noted previously the international review of hospitality legislations, training and associations will be recommenced once the international pandemic conditions permit. We have no idea of timeline on this issue as covid changes daily around the world. All we know is this activity will be extremely important and valuable to industry when it is able to be completed.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

See response in section 2.2. No alternatives are being considered for the international review, which will be recommenced when the pandemic situation internationally permit. We believe this activity needs to be done as soon as the conditions allow.

Please outline the third initiative to be completed by June 30 2021 *

See response in section 2.2.

2.12 Showcasing Tasmanian Produce

Participation in a minimum of two regional events that have a strong focus on promoting local produce.

The reporting indicates that covid-19 limited the options for progressing this initiative.

Did you complete any other activities in place of these events? *

☐ Yes ☒ No

Please provide your rationale as to why these activities could not be completed? *

The Coronavirus pandemic restrictions have prevented any opportunities to host events to

promote local produce during the reporting period.

Outline your planned activities that will replace this KPI to be completed by June 30, 2021 *

Planning has now commenced to promote Tasmanian produce as part of the upcoming state hospitality industry awards for excellence, as well as a major opportunity to showcase Tasmania's produce to the national hospitality industry as part of the national hospitality industry awards for excellence, being hosted in Tasmania in September 2021. The means for best delivering this objective had not been determined during the reporting period however, discussions are being held with producers about the opportunity to showcase their produce at the awards, as well as looking at opportunities to have the national businesses and organisations attending the national awards to enjoy and experience Tasmanian produce while in Tasmania. We are aiming to have local produce available at these events for guests to sample and hopefully discover new products for their own businesses.

2.15 Events

Up to 5 events in 2020-21 with a focus on supporting Tasmania's hospitality business and enterprises as they look to rebuild their businesses.

The reporting indicates that planning for events in the first half of 2020/21 has not been practical due to COVID-19.

Did you complete any other activities in place of these events? *

☒ Yes ☐ No

Please provide details of these activities *

The THA has lodged a submission with the Tasmanian government to work with the Eat It Tasmania! marketing and events platform, to develop, promote and deliver a series of events. The purpose of these large scale events is to assist in creating demand and to support rebuilding the Tasmanian hospitality industry. The THA is waiting on the advice from the Tasmanian government whether this initiative will be supported. The THA has also hosted a restaurant industry speaker dinner and has planned a number of networking events, to be held in Launceston February 2021, and a series of networking events to coincide with the recommencement of the industry forums, scheduled to recommence in June 2021.

2.16 Strategic Partnerships and Engagement

Engagement with targeted state, national and international hospitality organisations.

The reporting indicates there has been progress in engaging with the New Zealand hospitality industry.

Did any other activities take place with other state, national or other international hospitality organisations? *

☒ Yes ☐ No

Please provide details of these activities *

During the reporting period discussions were held with Hospitality NZ with a view to enter

into an MOU with the THA. While not signed during the reporting period the MOU will look at ways the two organisations can cooperate in key areas such as joint strategies to access chefs, workforce development strategies, the sharing economy and sharing of information to help operators in both jurisdictions. The MOU is expected to be signed in early 2021. (It has since been signed)

As a member of the Australian Hotels Association, engagement with the national hospitality organisations is also an ongoing process. The THA CEO is in constant contact with all states and territories where they share information, ideas and activities to help the industry around the country.

A planned engagement with between 10-15 international hospitality organisations on their legislation, training programs and

industry services has been postponed due to the Coronavirus pandemic. This initiative will be revisited when these organisations are less focused on managing their way through the pandemic.

Example: Outline the nature of activities, number of organisations

Clubs Tasmania Program

* indicates a required field

2.2 Capacity building

(Clubs kit, online resources, key initiatives) RSL and Community clubs kit available online in e-reader format and distributed in hard copy form by 31 December 2020.

Were the Clubs Kits and online resources made available in e-reader format and distributed in hard copy form? *

☐ Yes ☒ No

Did you complete any other activities in place of this one? *

☒ Yes ☐ No

Please provide details of these activities *

Hard copies have been sent to all the peak sporting bodies who have advised that they will then share with their respective clubs under their organisational structure. However around 2000 electronic copies will go to all clubs in the state when the electronic format is ready to distribute, scheduled to be released in the first half of 2021.

2.4 Mental Health and Wellbeing awareness

Thirteen (13) mental health and well-being information sessions at each of the forums.

It was noted in the reporting that presentations on mental health were not conducted at the forums and an alternative approach was adopted.

Please provide details of these activities *

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The THA's online mental health resources were developed in September 2020 and were featured as part of the club forums held from then on (20 forums held in total). Key activities relating to mental health have also been actively promoted in the period, including participation in the annual MIND GAMES event and the provision of regular updates in our fortnightly bulletins.

As part of our responses to calls on our 1300 125 827 toll free number (Clubs Tasmania phone number for clubs to direct call), a number of referrals were also made during the period to mental health services.

Example: How were mental health resources provided? Number of downloads. Types of resources.

2.5 THRIVE (Club Accreditation Program)

Six step club accreditation process. Program up and running by 30 June 2021.

Were any activities undertaken towards achieving this KPI during the reporting period? *

☒ Yes ☐ No

Please provide details of these activities *

Planning, community consultation and review of draft framework has been completed with key stakeholders. Next steps will include the development of a suite of digital support materials, following scheduled meetings with Communities, Sports and Recreation in early May 2021 to review content. Clubs Tasmania meets monthly with State Sporting Associations, and the THRIVE program is actively promoted and discussed as part of these meetings.

Did Clubs Tasmania collaborate with CSR and State sporting Associations in the design of the accreditation program? (provide detail) Was program material developed (vignettes, videos and course material)?

Is THRIVE (Club Accreditation Program) on track to be up and running by 30 June 2021? *

☒ Yes ☐ No

Financial Report

For the purposes of this report we are only asking for supplemental financial information to what has already been provided.

Grant funds unspent

Please see below grant amounts provided to date for each of the deeds.

Please advise grant amount unspent, if any.

**Great Customer
Experience \$1,750,000**

Clubs Tasmania \$375,000

**Strategic Plan and
Workforce Development
\$1,700,000**

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| | | |
|--------------------------|--------------------------|--------------------------|
| \$300,070 | \$123,393.00 | \$303,394.00 |
| Must be a dollar amount. | Must be a dollar amount. | Must be a dollar amount. |

Additional Information

Are there any KPIs that require amending before the next reporting period (ending 30 June 2021).

Is there anything else you would like to add?

No files have been uploaded

Certification

*** indicates a required field**

I declare that by submitting this form:

- all information provided in this report is a true and accurate record of the project and grant activities against those outlined within the grant funding agreement or deed and any subsequent variation,
- the expenditure of the grant funding received has been solely used on achieving the grant approved purpose and the objectives,
- I have attached all required documentation as applicable and,
- there is no matter or circumstances of which I am aware, that would constitute a breach of any term of the grant funding agreement or deed.

I agree *

☒ Yes



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: 21 January 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 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 assist the Tasmanian Hospitality Association in its endeavours to increase the number of venues that employ technology which enables effective compliance with contact tracing directives. | |
| Item 2 (clause 2.1): | Grant Amount |
| \$50,000 (Fifty Thousand Dollars) (excluding GST) as per Item 3. | |
| Item 3 (clause 3.1): | Payment method for the Grant |
| \$50,000 (Fifty Thousand Dollars) in one Instalment on execution of this deed. | |
| Item 4 (clause 3.2(a)): | Conditions precedent to payment of the Grant |
| Nil. | |
| 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 |
| 31 March 2021. | |
| Item 7 (clause 7.2): | Reporting requirements |
| To provide an Acquittal as to how to funds were expended as per the Approved Purpose. | |
| Item 8 (clause 10): | Special terms and conditions |
| <p>The Recipient agrees:</p> <ul style="list-style-type: none"> a) 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; and b) that any information to be provided by the Recipient under the terms of this Deed is to be in a form and of a substance acceptable to the Grantor. | |

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:

Andrew Smythe

Witness' signature:

→

s 36

*Witness print name and position:

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 datedby 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

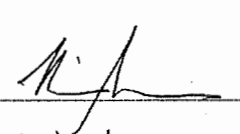
*Witness print address:

s 36



DEPARTMENT OF STATE GROWTH

Dept. Ref D20/242607/8
 Critical Date _____

| | |
|------------------------------|--|
| APPROVED/NOT APPROVED | |
| SIGNED: |  |
| DATE: | 24/11/20 |

Minute to the Secretary

SUBJECT: TASMANIAN HOSPITALITY ASSOCIATION – \$50 000 CONTACT TRACING GRANT

Secretary's notation:

Recommendation:

That you:

1. Note the contents of this minute.
2. Approve grant funds of \$50 000 to assist the Tasmanian Hospitality Association (THA) in its endeavours to encourage compliance with contact tracing directives.
3. Note you have Crown Delegation to approve this funding request.
4. Note that State Growth does not currently have budget funding to deliver this grant. Should additional funding be required a request for additional funding will be considered.

Current Situation:

It is now mandatory for patrons who dine in restaurants, pub or clubs to provide contract tracing information. This came into effect on 13 November 2020.

Tasmania opened its borders to low risk jurisdictions on the 26 October 2020. An identified risk with opening borders is the high likelihood of cluster outbreaks, such as that experienced at the North West Regional Hospital on 3 April 2020 as a result of two patients admitted to hospital from the cruise boat *Ruby Princess*. The outbreak highlighted the importance of a robust contact tracing system.

The Director of Public Health (Dr Veitch) is on public record (news conference 6 November 2020) as stating he remains concerned about the patchy nature regarding the collection of patron information at hotels, clubs and restaurants but would be prepared to revise the current restrictions further if he had confidence regarding the collection of who was in the venues at a particular time and place. Dr Veitch has also stated *"At cafes, restaurants, pubs and clubs where people spend reasonable amounts of time and as our border restrictions continue to ease, collecting patron information will be vital in curbing a potential outbreak in our state."*

The THA has stated that venues need to have an efficient and user friendly method of easy tracing of patrons that visit hotels, clubs and restaurants, and the department has been working with the THA in relation to how THA can encourage the consideration and uptake of contact tracing applications (venue appropriate).

The THA has endorsed a mobile phone app called Book-Eat-SAFE (App), which has been developed by Autech Software and designed by Beetle Black Media Pty Ltd. The THA considers the adoption of the App would go some way in addressing the concerns raised by the Director of Public Health.

THA has requested support funding to assist in its endeavours to increase the number of venues that employ this App or any other technology which enables effective compliance with contact tracing directives.

The venues using the App need to be registered to be included on the list of available venues hence the desire of the Tasmanian Hospitality Association to provide incentive to its members.

APPROVED BY

Bob Rutherford
Deputy Secretary Industry and Business Development

24 November 2020

| | | | |
|--------------|------|-------------|------|
| Prepared by: | s 36 | Cleared by: | s 36 |
| Position: | | Position: | |
| Email: | s 36 | Email: | s 36 |
| Phone: | | Phone: | |

Background:

Book-Eat-SAFE is a mobile phone app (the App) that was developed by Autech Software Pty Ltd and designed by Beetle Black Media Pty Ltd.

The App allows customers book hotels, clubs and restaurants, pay a deposit and confirm the booking. The app provides the mobile phone a QR code to be presented upon entering the venue. The venue scans the QR code upon arrival of the patrons with the consumer's data encrypted and stored by the App, to be made available to government in the event of an outbreak. It is proposed that the App is provided free of charge for the next four months.

Part of the attraction of this App to THA is that businesses will come to understand after adoption that it allows more efficient management of capacity helping with revenue thus incentivising on going use. It is noted that they expect it to lower workplace stress by removing the sometimes confrontational circumstances of getting patrons to sign in.

As the App allows real time booking it may also assist with queue management outside of venues which previously posed difficult enforcement of compliance with social distancing on public footpaths.

It may well of course be that other apps preferred by venues offer similar advantages and the THA can assist with these if it so chooses.

The directors of Beetle Black Media Pty Ltd are [REDACTED] s 36 who are also equal shareholders. The Autech group of companies is based in Launceston and have been operating for over 25 years.

Autech Software Pty Ltd could not be located on the Australia and Investment Commission data base however there is a company Autech Research Pty Ltd that has a trading name Autech Software & Design with [REDACTED] s 36 as the sole director and joint shareholders being [REDACTED] s 36

The revenue stream of the app is generated by license agreements with venues to be included on the App and advertising/ offers made available to users of the App via information collected.

Privacy Policy of the app

It should be noted that the privacy policy of the App website includes provision for the offer of third-party products or services. These third-party sites will have separate and independent privacy policies. The owners of the App would therefore have no responsibility or liability for the content and activities of the third-party sites.

'Cookies' are used by the App to remember preferences of the users for future visits, keep track of advertisements and compile aggregate data about site traffic. Cookies are common with apps and websites with the user having an option to turn them off.

The App and supporting website will also be subject to normal Google advertising with users having the ability to opt out of Google advertising, but not the offer of third-party products or services by the App owner.

The privacy policy is reasonably standard and the basis of app and funding models which have become a standard method of revenue raising.

From: Steve Old [REDACTED] s 36
Sent: Thursday, 12 November 2020 12:49 PM
To: Rutherford, Bob
Cc: [REDACTED] s 36 Beetle Black
Subject: FW: Final mandatory contact tracing bulletin version
Attachments: CONTACT TRACING MANDATORY BULLETIN 12.11.20.docx

Categories: RMed, Printed - on your desk, With Brett Stewart, With [REDACTED] s 36

Attached Bob will go out soon

It has been OK'ed on a fact check by Public Health

Released under RTI

CONTACT TRACING MANDATORY

From Friday 13 November, contact tracing will become mandatory for all hospitality venues. The THA is committed to supporting hospitality operators and staff with this additional operational requirement.

The THA has sought clarification from the Tasmanian Government and Minister Sarah Courtney, as to some specific details of mandatory contact tracing;

- All hospitality venues are required to collect contact details from patrons that are in a venue for **fifteen (15) minutes or longer**
- Only the contact details of one representative of a group, seated together, is required
- All venues, of any size, including cafes, restaurants, fast food outlets, hotels, pubs, gaming venues, community clubs and kiosks must comply with the requirements
- **Patrons only need to 'check in' once**, even if venues have different spaces or facilities
- Tracing is not required for patrons who are in the venue for less than fifteen (15) minutes
- The date and time of the visit, and first name and contact number of the patron is required
- Information collected must be retained, confidentially, for a minimum of 28 days

The THA encourages operators to communicate the requirement to all patrons and/or display signage in the venue urging patrons to fill out their details.

The Tasmanian Government WorkSafe Pro Forma tracing register can be found here
https://worksafe.tas.gov.au/_data/assets/pdf_file/0005/590963/Contact-Tracing-template-register_02.pdf

WorkSafe COVID-safe operating guidelines can be found here

https://www.worksafe.tas.gov.au/_data/assets/pdf_file/0009/568548/COVID-Safe-Workplace-Guidelines-Hospitality.pdf

There are Apps available in the market to electronically record contact details.

The THA has worked closely with s 36 of Beetle Black Media, the developer of the *Book-Eat-Safe* app. The App has capabilities to capture and organise venue bookings electronically, as well as collect the required contact tracing details. The information on the *Book-Eat-Safe* App is encrypted and stored confidentially offsite, for the duration of the required 28 days, before it is permanently erased. Venues can request the data to supply to the Public Health Department in the event of a COVID-19 outbreak. Operators can also be supplied with QR code images to display in the venue to further streamline the collection of contact details and provide COVID-19 information to customers. The App is FREE for vendors for the first four (4) months. Further information can be found at www.bookeatsafe.com.au/vendor or call s 36

STAND UP DRINKING

From Friday 13 November, stand up drinking will be permitted in **outdoor spaces only**. The THA understands the frustration the partial easing of this restriction causes for many venue operators and we will continue to lobby the Government to lift the rule to allow stand up drinking in both indoor and outdoor spaces. However, venues must comply with the restrictions while they are in place;

- Stand up alcohol consumption is permitted in outdoor spaces – eg. outdoor dining areas, courtyards, beer gardens etc.

- Patrons must be seated while consuming alcohol in indoor spaces
- Capacity restrictions remain in place – 1 person per 2 square metres – indoors and outdoors
- Dancing is still banned indoors and outdoors

The THA is working hard to lobby the Government for all restrictions to be lifted, **including dancing**, to ensure the ongoing viability of the hospitality sector. We appreciate your support and our team is available to answer any further queries you may have – Tasmanian Hospitality Association 6220 7301

Released under RTI



DEPARTMENT OF STATE GROWTH

Dept. Ref MIG20/791
 Critical Date 19 June 2020

| |
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| APPROVED/NOT APPROVED |
| |
| SIGNED: _____ |
| DATE: _____ |

MINUTE TO THE MINISTER FOR EDUCATION AND TRAINING

SUBJECT: TOURISM AND HOSPITALITY INDUSTRY LED RTO

Minister's notation:

Recommendation:**That you:**

1. Note the Tasmanian Hospitality Association (THA) and Tourism Industry Council Tasmania (TICT) has completed a report outlining a model for an industry-led, not-for-profit Registered Training Organisation (RTO), together with a request to establish a Tourism and Hospitality Workforce Advisory Committee (See Attachment 1 and 2).

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Current Situation:

In December 2019 the former Premier and Minister for Tourism and the Minister Education and Training committed to the Tasmanian Hospitality Association (THA) and the Tourism Industry Council of Tasmania (TICT) to:

1. provide industry with \$1 million to establish a new not-for-profit industry Registered Training Organisation (RTO);
2. provide the THA and TICT with funding support to investigate a sustainable business model for an industry-led RTO; and
3. establish a Tourism and Hospitality Workforce Advisory Committee to provide industry advice to inform the allocation of funding and delivery of training in the sector.

Industry Led Training

The Tourism and Hospitality business model was developed for THA and TICT by consultant Aaron Devine, funded by Skills Tasmania through a grant of \$40,000 (Attachment 2). Skills Tasmania provided information, data and advice to assist this work, including referring Mr Devine to alternative delivery models in other sectors.

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out of scope



out of scope



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