



Memorandum of Understanding

Dated **21 NOVEMBER** 2011

The Minister for Hospitality

and

Australian Hotels Association ("AHA")
(ABN 16 231 925 997)

Details

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| Parties | The Minister for Hospitality and Australian Hotels Association | |
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|-----------------|-----------|--|
| Minister | Name | The Minister for Hospitality, the Honourable Scott Bacon MP |
| | Address | Level 1, Public Buildings, Franklin Square, Hobart, Tasmania, 7000 |
| | Telephone | (03) 6233 6752 |
| | Fax | (03) 6233 2806 |
| | Attention | Scott Bacon MHA |

| | | |
|------------|-----------|---|
| AHA | Name | Australian Hotels Association represented by the Tasmanian Hospitality Association (“AHA”) |
| | Address | 25/93 Salamanca Place, Hobart, Tasmania, 7000 |
| | ABN | 16 231 925 997 |
| | Telephone | 03 6224 7033 |
| | Fax | 03 6224 7988 |
| | Attention | Steve Old |

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|-----------------|----------|---|
| Recitals | A | The Minister recognises the important role that the AHA fulfils in representing the interests of enterprises in the hospitality industry in Tasmania. |
| | B | The Minister recognises the AHA as the peak body that represents the Hospitality Industry in Tasmania. |
| | C | The Minister and the AHA agree that by acting together in partnership, more can be achieved in the growth and development of the hospitality industry in Tasmania. |
| | D | The Minister and the AHA are committed to working collaboratively to develop and improve the skills. Capabilities and standards within the hospitality industry and to promote the industry as an important contributor to the Tasmanian economy. |

- E** The Parties will also jointly seek opportunities for access to resources and ideas and facilitate relationships within the industry, to work towards the development of a vibrant, contemporary and innovative hospitality industry for Tasmania
- F** This Memorandum of Understanding (MoU) will provide a framework for a productive and open relationship between the Minister and the AHA.

Date of MoU See Signing page

General terms

1 Definitions and interpretation

1.1 Definitions

In this MoU unless the contrary intention appears:

“**Agreed Period**” means the period commencing on the date of this MoU to 30 June 2014 (or as otherwise extended pursuant to clause 4.2);

“**AHA**” means the Australian Hotels Association (ABN 16 231 925 997);

“**Business Day**” means a day (not being a Saturday or a Sunday) on which banks (as defined in the *Banking Act 1959* (Cth)) are open for business in Hobart;

“**Collaboration Material**” means all aggregated data, research reports and deliverables created for the purpose of this MoU and such other material or information as the Parties otherwise agree in writing;

“**Confidential Material**” means material that is confidential by virtue of a law of the State or the Commonwealth or material that is identified by a Party as being confidential;

“**Crown**” means the Crown in Right of Tasmania and where the context requires the servants, employees and agents of the Crown;

“**DEDTA**” means the Department;

“**Department**” means the Department of Economic Development, Tourism and the Arts;

“**Hospitality Industry**” means the sectors as defined under the Australian and New Zealand Industrial Classification (ANZSIC) and include accommodation, cafes and restaurants, takeaway food services, catering services, pubs, taverns and bars and clubs;

“**Intellectual Property**” means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

“**Management Committee**” means the body established pursuant to clause 3.1;

“**MoU Objectives**” means the objectives set out in clause 2.1;

“**MC**” means the Management Committee;

“**Resources**” means human, material, in-kind or financial (to be provided by the Department and the AHA on a project by project basis).

1.2 Interpretation

Unless expressed to the contrary in this MoU, the following interpretation provisions apply to it:

- (a) a reference to this MoU includes its schedules, appendices and annexures and any variation or replacement of any of it as agreed by the Parties;
- (b) a reference to a person includes:
 - i. an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
 - ii. the person's executors, administrators, successors and permitted assigns;
- (c) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;
- (d) a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;
- (e) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;
- (f) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (g) words or phrases the singular includes the plural and vice versa;
- (h) headings are for convenience, and have no effect;
- (i) a reference to a day is to be interpreted as the period starting at midnight and ending twenty-four (24) hours later;
- (j) a reference to a month or a year means a calendar month or calendar year respectively;
- (k) a term of inclusion must not be interpreted to be a term of limitation;
- (l) an uncertainty or ambiguity in the meaning of a provision of this Deed is not to be interpreted against a party only because that party prepared the provision; and
- (m) headings in this Deed are included for convenience only, do not form part of it, and are not to be used in its interpretation.

2 The Partnership

2.1 MoU Objectives

The objectives of the MoU are to:

- (a) foster a strong collaborative relationship between the Parties;
- (b) provide a framework for a productive and open relationship between the Parties;
- (c) develop strategies and undertake initiatives that will contribute to the development of a vibrant, contemporary and innovative hospitality industry in Tasmania;
- (d) enable the Parties to share information and research.

2.2 Matters to be Addressed

The Parties agree that the following matters will be addressed pursuant to this MoU:

- (a) a strategic plan for the hospitality industry;
- (b) improvement of the skills and capabilities of the hospitality industry;
- (c) development and promotion of liquor accords in Tasmania to address alcohol-related anti-social behavior;
- (d) improvement of the profile and recognition of the hospitality industry and its importance for the Tasmanian economy.

New or additional matters may be included for consideration as part of this MoU by written agreement of the Parties.

3 Management Committee (MC)

3.1 Creation of MC

The Parties agree to establish a committee known as the MC to manage the development of the strategies and initiatives undertaken as part of this MoU.

3.2 Composition of MC

The MC will be comprised of:

- (a) Up to three persons nominated by the Chairperson of the Tasmanian Hospitality Association; and
- (b) Up to three persons nominated by the Minister for Hospitality.

3.3 Participation at MC Meetings

- (a) The MC shall meet quarterly or as otherwise agreed by the parties.

- (b) The MC may invite non-MC individuals to contribute their expertise to meetings as required.

3.4 Responsibilities of the MC

The MC will be responsible for:

- (a) developing protocols for exchange of information;
- (b) identifying opportunities for collaboration;
- (c) recommending issues that may be considered by the parties under the terms of this MoU;
- (d) developing strategies and initiatives for consideration by the Parties;
- (e) engagement with key government agencies and other relevant stakeholders to assist in addressing matters associated with this MoU; and
- (f) monitoring progress of strategies and initiatives.

4 Term of the MoU

4.1 Term

The MoU will commence on the date of this MoU and will conclude on 30 June 2014 unless terminated earlier by written notice.

4.2 Extension of the MoU

The MoU may be extended by written agreement between the Parties.

5 Negation of employment, collaboration and agency

5.1 No representation

Neither Party shall represent itself, and will ensure that its officers, employees, agents and sub-contractors do not represent themselves, as being an officer, employee, partner or agent of the other Party or as otherwise able to bind or represent the other Party.

6 Termination

- (a) Either Party may at any time by written notice, terminate this MoU by providing the other Party with three (3) months' written Notice to Terminate.
- (b) The written Notice must provide details of the reasons for termination.

7 Variations

This MoU may be varied by the Parties in writing.

8 Nature of MoU

This MoU constitutes a statement of the Parties' mutual intentions with respect to the contents of this MoU and each party represents to the other that:

- (a) No reliance shall be placed on it;
- (b) It does not constitute an obligation binding on either side; and
- (c) It creates no rights in favour of either party.

Executed as an MoU.

Signing page

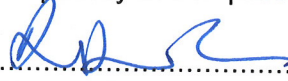
Dated: 21 NOVEMBER

2011

Signed by the Honourable Scott
Bacon, being and as the Minister
for Hospitality in the presence of:



.....
Signature



.....
Signature of witness

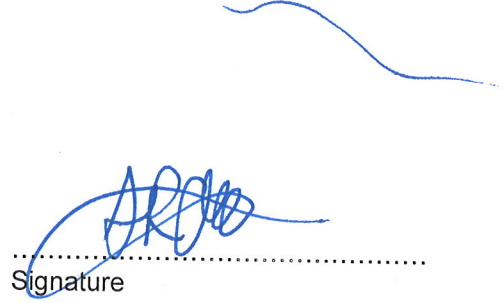
RUTH DAVIDSON
.....
Name of witness (block letters)

8 HARDING ST NEW TOWN
.....
Address of witness

ADVISER
.....
Occupation

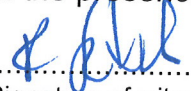
Signed for and on behalf of the
Australian Hotels Association by


.....
(Print Name)



.....
Signature

in the presence of:


.....
Signature of witness

BEN TARGETT
.....
Name of witness (block letters)

30 SOUTH STREET, BARTLEY POINT
.....
Address of witness

SALES + MKTG MGR
.....
Occupation