

Dinah Beach Cruising Yacht Association

Catering Contract

DRAFT VERSION

SECTION 1 - CONTRACT SCOPE

1.1 Contract Scope

The Catering Contract is for the provision of quality catering services to Dinah Beach Cruising Yacht Club (the Club) onsite for member and guest meals, and special occasions including Club events and member functions. There are many locals and visitors that frequent the venue and historically they have been able to access a good range of low to reasonably priced menu selections typical of a Club environment. The Club currently has a mix of busy nights and quieter nights and there is a great opportunity for a savvy operator to develop and market the kitchen operation and menu to boost their clientele base, with support from the Club.

The Club is seeking a Catering Contractor that:

- A) understands the catering needs of a social club;
- B) understands the modern cuisine environment and what drives customer sales
- C) is keen to bring flair and creativity to their operation;
- D) is experienced in the timely production of good quality fresh food at budget prices;
- E) can accommodate the demands of busy event nights without sacrifice to service or quality
- F) is willing to promote their wares to the members and the world; and most importantly,
- G) desires to work in unison DBCYA staff to provide a positive dining experience at all times.

The agreement between the parties is that of a contract for service and does not constitute an employment relationship. That is, the Caterer is an Independent Contractor providing catering services to the Club. Both parties will enter into a written agreement for services prior to commencement.

1.2. Premises

DBCYA is situated at 68 Frances Bay Drive, Stuart Park, Darwin and has been an incorporated Association since 1982. It provides practical facilities for yacht owners including residential hard stand facilities and provides a lively social environment for the neighbouring suburbs with a licensed venue open seven days and live music a minimum of three nights a week, plus special events.

There is a catering facility onsite in the form of a converted donga, affectionately named 'The Galley'. This facility is provided equipped and functional with a range of new and pre-used plant and equipment. The Club is responsible for the repair and maintenance, and where necessary, the replacement of its plant and equipment as listed in the annexed inventory, where such repair, maintenance, replacement is through the normal wear and usage. Where

equipment is damaged through the negligent use of the Catering Contractor and or its employees, such repair, maintenance or replacement of plant and equipment shall be at the cost of the Catering Contractor. The Catering Contractor is able to provide their own preferred items of equipment, however servicing and maintenance for those items will then become the responsibility of the Catering Contractor. All equipment and inventory supplied by the Club will remain the property of the Club.

The plant and equipment is detailed in the annexed inventory.

1.3. Allowable Catering Activities

The kitchen facilities can be used for additional commercial activities such as market stall or food van meal preparation, provided there is no negative impact to the service provided to the Club's patrons. The kitchen cannot be sub-leased to other third parties unless otherwise negotiated.

1.4. Probation Period

There will be a six-month probationary period. If, before the end of the six months, the Club is not satisfied with the standard of catering or any aspect of the Caterer under the terms of this contract, the Club may give the Catering Contractor two weeks' notice in writing.

1.5. Contract Period

The contract period will be two years (including the probation period), with option to renew at the mutual agreement of both parties. Terms of Contract including rental fees will be reviewed at this time.

1.6. Catering Review Panel

The Catering review panel will consist of the General Manager and two Committee Members or their designated agents. The Catering Panel will be responsible for Caterer interview and selection, investigation of breach of contract terms and complaints.

SECTION 2 – GENERAL OPERATIONS

2.1 Services to be Provided

The Catering Contractor will be available to cater for the dinner requirements of members and guests seven days a week and for lunch on weekends as specified in the 'Hours & Days of Operation' and for occasional Club coordinated events which may require extended or adjusted trading hours.

The Catering Contractor will have sole rights to provide catering at the Club during these trading hours however the Club reserves the right to seek other professional catering services if the Catering Contractor cannot provide the type of catering or service required for a Club coordinated function.

The Catering Contractor may also from time to time be approached by Club members to provide catering for member events at the Club, with private arrangements made between parties at the Catering Contractor's discretion.

2.2. Operation Standards

The Catering Contractor shall:

- A. personally conduct the business of the premises;
- B. be solely responsible for the financial management of the catering service;
- C. supply and maintain adequate quantity of all consumables including foodstuffs, condiments, serviettes, cleaning materials and agents;
- D. supply and supervise an adequate staff level at all times;
- E. ensure that the procedures and activities of the catering operations and staff comply with all laws and health regulations at all times, including Standards Australia – "Standard 3.2.2 Food Safety practices and general requirements" in conjunction with the "NT Food Act". This includes food handling, food storage, personal hygiene and cleanliness;
- F. undertake four-monthly pest extermination measures for the entire kitchen;
- G. provide copies of health and any other statutory authority reports to the Committee within 24 hours of said inspection;
- H. abide by any WH&S processes and procedures provided by the Club as well as be in accordance with all NT Work Safety and Work Cover legislation;
- I. obtain Insurance(s), indemnifying the Association against any and all claims or damages resulting from the operation of the Catering Services. Specifically, the Caterer will have Public/Product Liability cover to a minimum of ten million dollars, and meet the requirement under the Northern Territory legislation for Workers Compensation cover for all employees including casual and part-time as required.
- J. report any malfunction of plant or equipment or any potential hazard forthwith to the General Manager;
- K. ensure used crockery/cutlery/trays and condiments are cleared away regularly and efficiently from the customer seating area;
- L. be responsible for the cleanliness of the kitchen interior including building and equipment;
- M. be responsible for the cleanliness and appearance of the external surrounds of the premises inclusive of servery areas, condiments shelf and front foot path;
- N. prohibit smoking in the internal cooking/food preparation areas and the customer service area of the galley;
- O. supply and use serving utensils in all areas of food preparation and where necessary ensure appropriate gloves be worn;
- P. be responsible for staff appearance and suitable attire for the kitchen operations and customer contact.

- Q. regularly water the front garden section in the dry season (timer tap at the back of the building) – note the Club will maintain the garden;
- R. be responsible for all consumables and payment of any other expenses relating to the provision of catering services not specifically addressed under this contract.
- S. Provide and maintain a first aid kit and provide first aid services for kitchen staff.

2.3. Hours & Days of Operation

The minimum hours of operation required are:

Mon to Tues:	6:30pm – 9:00pm
Wed:	6:30pm – 9:30pm
Thurs:	6:30pm – 9:00pm
Friday:	6:30pm – 9:30pm
Sat:	12:00pm – 2:00pm, 6:30pm – 9:00pm
Sun:	5:00pm – 9:00pm

The Catering Contractor can operate the kitchen for extended periods outside these operating hours at its discretion, should trade warrant it, after consultation with the General Manager.

2.4. Menu design & review

The menu should reflect an enticing, contemporary range of budget and reasonably priced items to cater for a wide range of patrons, with a mix of standard favourites and innovative dishes. The 'specials board' should boast a continually changing range of options and the overall menu is to be reviewed annually as a minimum, with intent to introduce a selection of new menu items for the benefit for our regular customers.

The menu contents and cuisine is at the discretion of the Catering Contractor with heed to the above expectations, however all menu pricing needs to be approved by the General Manager prior. Expectation is that a significant proportion of the menu items will be set below a price range to be negotiated between parties, to ensure a good variety of accessible meals for all.

The design of the menu will be the joint responsibility of the Catering Contractor and General Manager to ensure consistency with the Club's corporate image. Updating and printing of menus is the responsibility of the Catering Contractor.

Permanent external kitchen signage / imagery is the responsibility of the Club and all internal menu advertising is the responsibility of the Catering Contractor. Tidy presentation is expected at all times.

2.5. Phone Line and Point of Sale Systems

The kitchen is NBN connected. The Catering Contractor must organize a phone account in their own name and provide their own point of sale system. An EFTPOS facility must be provided to customers. There is currently one dedicated line to the kitchen however a second line can be provided, with installation cost covered by the Club and monthly rental covered by the Catering Contractor, upon request.

2.6. Utilities

The Club is responsible for the following utilities expenses (all organised by the Club):

- A. Twice weekly general waste removal
- B. Weekly cardboard waste removal
- C. Quarterly extractor, cool room unit and air conditioner inspection/service
- D. Quarterly grease trap empty
- E. Water
- F. Bi-annual fire appliance inspection
- G. Repairs and maintenance on Club owned plant and equipment
- H. Annual test and tag of all Club owned electrical appliances

The Catering Contractor is responsible for funding the following utilities expenses:

- A. electricity (charged monthly at cost to the Cleaning Contractor by the Club)
- B. used oil disposal
- C. NBN line rental
- D. CO2 gas bottle refills
- E. Pest / vermin extermination
- F. Monthly extractor flue cleaning

In addition, the Catering Contractor is expected to provide their own client buzzer system and till.

SECTION 3 – CUSTOMER SERVICE

3.1. Serving Customer Methods and Presentation

The emphasis is on delivering great quality meals with a quick turn-around that are affordable to a wide spectrum of patrons. The Catering Contractor is expected to deliver professional and friendly customer service at all times and ensure a smooth ordering and collection process. The external condiments area must be kept presentable at all times.

The Catering Contractor will be advised in advance of big Club events that will increase kitchen patronage.

3.2. Complaint Handling Methods

It is expected that customer complaints received by the Catering Contractor will be treated as important, with intent to resolve the concern to the satisfaction of both parties. If a complaint is received by the Club regarding the Catering Contractor with respect to but not limited to,

service, quality of food, or hygiene the Catering Contractor will be contacted by the General Manager for discussion to resolve the issue and avoid repetition.

SECTION 4 – PRODUCT QUALITY and PROFESSIONAL CONTEMPORARY IMAGE

4.1. Purchasing and Receiving Food

All purchasing and receiving of food is the responsibility of the Catering Contractor. The Catering Contractor will establish regular produce deliveries to ensure the best quality fresh produce is served.

4.2. Meal Quality and Presentation

It is expected that all meals will be of consistent great quality and well presented to the customer. Pride and attention to detail is encouraged when it comes to flavour, presentation and temperature. Priority focus must be on customer satisfaction.

4.3 Contemporary Image and Promotion

The Catering Contractor is expected to have a good understanding of modern cuisine dining preferences, reflected through the menu choices, marketing and display methods and professional delivery of service. The Club will work in collaboration with the Catering Contractor to develop and promote the Galley's image and products to existing members and new customers.

SECTION 5 – USAGE FEE AND DEPOSIT

The Catering Contractor shall pay to the Association a weekly usage fee of \$250 (exclusive of GST) for the duration of this contract, reviewable at time of contract renewal. The Catering Contractor will be invoiced in advance monthly at the start of the month with payment terms of two weeks.

The payment of a \$1,000 security deposit is required for the duration of this contract. The security deposit will be held by the Club. On the cessation of the catering contract the security deposit will be refunded to the Catering Contractor less any rental arrears owing, any expenses incurred in restoring the Galley to a clean and functioning condition and/or the replacement of missing inventory items.

SECTION 6 – AUDITS AND ACCESS FOR INSPECTION

The Club shall have access to the kitchen to conduct inspections of the Club's assets and compliance of contractual arrangements at any time with prior consent of the Catering Contractor.

SECTION 7 - BREACHES AND NON-COMPLIANCE WITH PERFORMANCE STANDARDS

If the Catering Contractor is to be found to be in breach of any part of the Catering Contract they will be notified in writing by the General Manager or designated officer, with expectation to remedy. Ongoing breaches or unresolved complaint issues may result in termination of contract.

Any failure by the Catering Contractor to make rental payments within 14 days of the due date may lead to the immediate termination of this contract, unless previous arrangements have been made in writing to the Committee.

Notwithstanding the conditions set out in Clause 13 relating to lapsed insurance indemnity, if a Party fails within 14 days of written notice to remedy any other default in performance of, or observation of, the terms and/or conditions of the contract the other Party may, by written notice terminate the contract.

Upon termination of contract for any reason, possession, occupancy, and use of the Association's catering area, facilities, plant and equipment shall return exclusively to the Association, and the Catering Contractor and catering staff shall remove any of the stock, and property not belonging to the Association and vacate the catering premises forthwith.

APPENDIX

1. DBCYA Kitchen Appliances and Equipment Inventory