

Norfolk Island Regional Council

Production of 2017 Foundation Day Re-enactment Event

Draft Contract for Services

Signatories
initials

Council

Service Provider

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Draft Contract for Services

DATED:

NORFOLK ISLAND REGIONAL COUNCIL ('COUNCIL')

and

_____ (**"the Supplier"**)

Office of the Crown Counsel & NIRC Lawyer
Norfolk Island Regional Council
Kingston, Norfolk Island
Ph: (6723) 22001
Fax: (6723) 23265

	Council	Service Provider
Signatories initials

Contract for Services

Parties

Norfolk Island Regional Council

_____ (“the Supplier”) of Norfolk Island

Background

- A The Council has a requirement for the provision of the Contracted Services.
 - B The Council has by advertisement in the Norfolk Island Government Gazette called for Expressions of Interest regarding the provision of the Contracted Services.
 - C The Supplier has offered to provide the Contracted Services on the terms set out in this Agreement.
 - D The Council has agreed to accept the offer of the Supplier on the terms set out in this Agreement.
-

Contract Particulars

SUPPLIER:		of Norfolk Island
TERM: On and from the date of execution of the contract [Refer clause 1 of the General Contract Conditions]		
Service Commencement Date:	Not applicable	
Expiry Date:	Not Applicable	
INSURANCE [Ticked boxes specify the types and amount of insurance that the Supplier is required to obtain and maintain during the Term]:		
Type of coverage		Amount (AUD)
Public liability insurance	<input checked="" type="checkbox"/>	\$5,000,000.00
Product liability insurance	<input type="checkbox"/>	
Professional indemnity insurance	<input type="checkbox"/>	
Other (please specify)	<input type="checkbox"/>	
CONTRACTED SERVICES		
Production of the Foundation Day Re-Enactment Event on Monday 6 March 2017 at Emily Bay in accordance with the specifications set out below.		

1. Supplier to supply and have responsibility for:

- Obtaining necessary permits and insurances
- Lodging Event Risk Assessment
- Co-ordination of timings and program for all participating parties in consultation with the Contract Officer
- Engagement of personnel and props to stage a full Foundation Day re enactment on the 6th March 2016 to the Council specifications including:
 - Organisation and hire of boat crews and actors
 - Any additional costuming other than those supplied by the Council
 - Organisation and hire of boats
 - Organisation of launch of boats
 - AV equipment to the specifications of the Contract Officer
 - Collection and organisation of equipment on the day, set up breakdown and return of equipment.
 - Organisation of costumes and actors on the day.
- Management of arrangements for tour operators and visitors including
 - Seating for audience / invited guests as specified by the Contract Officer
 - Entertainment to the specifications of the Contract Officer
 - Food provisions to the specifications of the Contract Officer
- Review of the event including completion of an event feedback report.

2. The Council to supply and have oversight of :

The Council to provide;

- The script for reenactment ceremony
- Invitations for special guests
- Reenactment Costumes as specified in the **Equipment and Specification Lists & Appendices**
- Reenactment Props and articles as specified in the **Equipment and Specification Lists & Appendices**
- Running order and timing in consultation with the Supplier
- Publicity and promotion in consultation with the Supplier

3. The Supplier will be liable for costs of:

- Personnel required for the running of the event
- Whale boats
- Launch of whale boats
- Consumables – (including items required for toasts)
- Entertainment
- Audiovisual
- All necessary Indemnity insurance and permits
- Any other expenses and taxation laws payments incurred or payable in supplying services, personnel and equipment as outlined in 1.

4. In the event of bad weather the decision to cancel the Reenactment event will be made by the Council. The Supplier will be reimbursed for all reasonable out of pocket expenses on the production of receipts for those expenses.

CONTRACT PRICE	\$
CONTRACT OFFICER	Name: Janelle Blucher Title: Team Leader Heritage Management Ph: +6723 23788 Fax: Mob: Email: Janelle.blucher@nirc.gov.nf

Special conditions

1. All resources, written statements and productions provided by the Council or the Council shall remain the property of the Council and the Council including all intellectual property rights of such resources, statements and materials and intellectual property rights of deliverables and material developed by the Supplier in connection with this contract and the event shall vest on its creation in the Council.
2. The Council shall supply the materials and props set out in the **Equipment and Specification Lists & Appendices** and referred to in the Contract Particulars.
3. The Council does not give any warranty nor accept any liability in relation to the suitability, performance or accuracy of the materials and props supplied and it is for the Supplier to satisfy adequacy, condition and accuracy of the supplied materials and props.
4. The Supplier shall ensure the props and materials supplied by the Council or the Council are used only for their intended use in the event and are returned in good repair and condition. Should any props or materials supplied by the Council or the Council be damaged or lost, the Council shall be entitled to deduct the relevant repair or replacement cost from any payment due to the Supplier.
5. The Supplier shall apply for and obtain all necessary permits and authorities to conduct the event, including any necessary permit from the Conservator of Public Reserves under the *Public Reserves Act 1997*. The Supplier shall comply with all conditions attaching to any permit.
6. Notwithstanding General Contract Condition 9, the Administration can withhold payment \$500 to the Supplier until such time as the Supplier has returned all props and materials to the Administration and has fully complied with her obligations under this contract.

Signatories
initials

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General contract conditions

1. Term: The Contract is legally binding on and from the date of execution of the Contract. If the Contract Particulars specify a Service Commencement Date and Expiry Date, the Supplier must provide the Services on and from the Service Commencement Date until the Expiry Date. Otherwise, the Supplier must provide the Services on and from the date of execution of the Contract.

2. Services: The Supplier agrees to provide the Services to the Council and the Council agrees to purchase the Services in accordance with the terms of the Contract.

3. Contract documents: The Contract between the Council and the Supplier comprises the:

- a. Special Conditions;
- b. Contract Particulars; and
- c. Conditions of Contract.

If there is any ambiguity or inconsistency between the documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

4. Special Conditions: The Supplier must comply with the Special Conditions.

5. Provision of Services: The Supplier must provide the Services to the Council:

- a. for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Contract Particulars;
- b. using the personnel identified in the Contract Particulars (if any) or otherwise using appropriately qualified, skilled and experienced personnel;
- c. in a professional manner consistent with industry or professional best practice and, in a timely manner;
- d. to the satisfaction of and in accordance with the directions of the Contract Officer as may be given from time to time; and
- e. in accordance with any other requirements specified in the Contract.

The Supplier must promptly notify the Council if the Supplier or any of its officers, employees, agents or subcontractors becomes aware that the Supplier will be unable to provide all or part of the Services in

accordance with the requirements of this clause.

6. Replacement services: If the Supplier fails to provide the Services in accordance with the Contract, the Supplier must, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Contract, as the Council directs.

7. Nature of engagement: The Council engages the Supplier to provide the Services as an independent supplier and not as the Council's agent or employee. The Supplier has no authority to bind the Council or act on the Council's behalf at any time. The Supplier is not entitled to any benefit from the Council usually attributable to an employee.

8. Replacement of personnel: The Council may, at its absolute discretion, give notice requiring the Supplier to remove any personnel from work in respect of the Services. The Supplier must promptly arrange for their replacement with personnel of appropriate qualifications, skills and experience acceptable to the Council at no additional cost to the Council.

9. Payment: Subject to clause 11, the Contract Particulars and any Special Conditions, the Council must pay the Contract Price to the Supplier within 14 days of receipt of a correctly rendered invoice.

10. Invoice: An invoice is correctly rendered under clause 9 if:

- a. the amount claimed for payment is calculated in accordance with the Contract and is due for payment;
- b. the Services meet the requirements of the Contract; and
- c. the invoice:
 - (i) is set out in a manner that enables the Council to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
 - (ii) if the Contract Particulars provide for the reimbursement of out of pocket expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the out of pocket expenses

- must be attached to the invoice; and;
- (iii) is a valid tax invoice in accordance with the taxation laws.

The Supplier must promptly provide to the Council such supporting documentation and other evidence reasonably required by the Council to substantiate performance of the Contract by the Supplier or payment of the Contract Price by the Council.

11. Deduction from payment: The Council may deduct from any payment of the whole or part of the Contract Price any taxes, charges, insurance premiums or levies imposed by law upon the Council which are ordinarily required to be paid by the Supplier as a result of the Supplier providing the Services.

12. Price basis: The Contract Price is inclusive of all:

- a. taxes, superannuation, levies, duties and government charges imposed or levied in Norfolk Island or elsewhere;
- b. remuneration to the Supplier's officers, employees, agents and subcontractors, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Supplier or under any award, statute or at common law;
- c. costs in respect of procuring and maintaining the insurances required under clause 20; and
- d. costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Supplier's officers, employees, agents and subcontractors.

13. Out of pocket expenses: Except as provided for in the Contract Particulars, the Supplier must perform its obligations under the Contract at its own cost and neither the Supplier nor any of its officers, employees, agents and subcontractors will be entitled to be reimbursed for any out of pocket expenses incurred in providing the Services.

14. Warranty: The Supplier warrants that:

- a. the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by the Council; and

- b. the Services will be provided by appropriately qualified, skilled and experienced personnel.

15. Use of Council items: The Supplier must not, and must ensure that its officers, employees, agents and subcontractors do not, use any Council Items for any purpose other than for the provision of the Services.

The Supplier must protect all Council Items from loss or damage, maintain the Council Items in good order and promptly return the Council Items to the Council upon request by the Council, when they are no longer required to provide the Services or otherwise upon termination of the Contract.

16. Termination: The Council may terminate the Contract in whole or in part if the Supplier:

- a. does not provide, or notifies the Council that it will be unable to provide, all of the Services for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Contract Particulars;
- b. does not provide replacement personnel acceptable to the Council in accordance with clause 8;
- c. breaches the Contract and the breach is not capable of remedy;
- d. does not remedy a breach of the Contract which is capable of remedy within the period specified by the Council in a notice of default issued by the Council to the Supplier requiring the Supplier to remedy the breach; or
- e. the Supplier becomes bankrupt or insolvent.

17. Security and safety: The Supplier must comply with any security and safety requirements notified to the Supplier by the Council or of which the Supplier is aware and ensure that its officers, employees, agents and subcontractors are aware of and comply with such security and safety requirements.

18. Insurance: The Supplier must procure and maintain:

- a. workers' compensation insurance in respect of those Supplier's officers, employees, agents and subcontractors involved in the provision of the Services;
- b. the insurances specified in the Contract Particulars (if any); and

Signatories initials	Council	Service Provider

- c. such other insurances and on such terms and conditions as a prudent Supplier, providing services similar to the Services, would procure and maintain.

19. Setoff: If the Supplier owes any debt to the Council in connection with the Contract, the Council may deduct the amount of the debt from payment of the Contract Price.

20. Indemnity: The Supplier indemnifies the Council, its officers, employees and Suppliers against any liability, loss, damage, cost, compensation or expense arising out of or in any way in connection with:

- a. a default or any unlawful, wilful or negligent act or omission on the part of the Supplier, its officers, employees, agents or subcontractors; or
- b. any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's Intellectual Property including moral rights in connection with the Services.

The Supplier's liability to indemnify the Council under clause 22(a) is reduced to the extent that any wilful, unlawful, or negligent act or omission of the Council, its officers, employees or Suppliers contributed to the liability, loss, damage, cost, compensation or expense.

21. Privacy: The Supplier agrees that:

- a. if it obtains Personal Information in the course of performing the Services, it will use or disclose that Personal Information only for the purposes of the Contract;
- b. it will carry out and discharge the obligations contained in the Information Privacy Principles as if the Supplier were an agency under the Privacy Act; and
- c. not use or disclose Personal Information, or engage in an act or practice that would breach the Privacy Act, or a National Privacy Principle.

The Supplier shall promptly notify the Contract Officer if:

- a. it becomes aware of a breach or possible breach of any of the obligations mentioned in clause 23;

- b. it becomes aware that disclosure of Personal Information may be required by law; or
- c. it is approached by the Privacy Commissioner or by any individual to whom any Personal Information relates.

The Supplier must ensure that its officers, employees, agents and subcontractors comply with this clause.

22. Confidentiality: The Supplier must not disclose any Confidential Information to any third party without the prior written consent of the Council. The Supplier will not be in breach of this clause in circumstances where it is required by law to disclose any Confidential Information.

23. Conflict of Interest: The Supplier warrants that to the best of its knowledge no conflict of interest exists or is likely to arise in the performance of the Contract. The Supplier must not engage in any activity likely to compromise the ability of the Supplier to perform its obligations fairly and independently. The Supplier must immediately disclose to the Council any activity which constitutes or may constitute a conflict of interest.

24. Freedom of information and access to documents

- (a) In this clause, 'document' and 'Commonwealth contract' have the same meaning as in the Freedom of Information Act 1982 (Cth).
- (b) The Supplier acknowledges that this contract is a Commonwealth contract.
- (c) Where the Council has received a request for access to a document created by, or in the possession of, the Supplier or any sub-supplier that relates to the performance of this Agreement (and not to the entry into that Agreement), the Council may at any time by written notice require the Supplier to provide the document to the Council and the Supplier must, at no additional cost to the Council promptly comply with the notice.
- (d) The Supplier must include in any subcontract relating to the performance of this Agreement provisions that will enable the Supplier to comply with its obligations under this clause.

25. Notices: Any notice or communication under the Contract will be effective if it is in writing, signed and delivered to the Contract Officer or the Supplier, as the case may be, at

the address or facsimile number set out in the Contract Particulars.

26. Assignment: The Supplier must not assign any of its rights under the Contract without the prior written consent of the Council.

27. Subcontracting: The Supplier must not subcontract the whole or part of its obligations under the Contract without the prior written consent of the Council. Subcontracting the whole or part of the Supplier's obligations under the Contract will not relieve the Supplier from any of its obligations under the Contract. Upon request the Supplier must make available to the Council the details of all subcontractors engaged to provide the Services under the Contract. The Supplier acknowledges that the Council may be required to disclose such information.

28. Approvals and compliance: The Supplier must obtain any necessary immigration permits and other licences or other approvals for the provision of the Services. The Supplier must comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in Norfolk Island and all Council policies relevant or applicable to the Contract.

29. Applicable law: The laws of Norfolk Island apply to the Contract.

30. Entire agreement: The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

31. Definitions: In the Contract:

"Council" means the Norfolk Island Regional Council and includes the officers and staff of the Council.

"Council Items" means any information (including Confidential Information), property or facilities made available by the Council to the Supplier for the purpose of the Services.

"Conditions of Contract" means these General Conditions of Contract for the Supply of Services.

"Confidential Information" means any information provided by the Council to the Supplier or which comes into the possession of the Supplier in connection with the Services which the Council has identified as confidential or the Supplier ought reasonably to know is confidential.

"Contract Officer" means the contract officer specified in the Contract Particulars.

"Contract Particulars" means the Contract particulars attached to these Conditions of Contract.

"Contract Price" means the contract price specified in the Contract Particulars, including any taxation laws component payable, and for the purposes of clause 9 only, includes any simple interest payable on late payments.

"Event" means the Foundation Day Re-enactment at Emily Bay on 6 March 2017.

"Expiry Date" means the expiry date specified in the Contract Particulars (if any).

"Information Privacy Principles" has the meaning given in the Privacy Act.

"Intellectual Property" or **"IP"** means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

"National Privacy Principle" has the meaning given in the Privacy Act.

"Personal Information" has the meaning given in the Privacy Act.

"Privacy Act" means the *Privacy Act 1988* (Cth).

"Service Commencement Date" means the service commencement date specified in the Contract Particulars (if any).

"Services" means the services including any deliverables specified in the Contract Particulars.

"Special Conditions" means the special conditions attached to the Contract Particulars by the Council (if any).

"Supplier" means the Supplier specified in the Contract Particulars and includes executors, administrators and assigns.

"Taxation laws" means any laws applicable to Norfolk Island for income taxation and for superannuation charges and fringe benefits and the like as well as any business transactions levy and any stamp duty where applicable and includes any laws of a like nature applicable from time to time.

Norfolk Island Regional Council

Expression of Interest 60/16

**Production of 2017 Foundation Day Re-enactment
Event**

Equipment and Specification Lists & Appendices

EXPRESSION OF INTEREST 60/16

FOUNDATION DAY RE-ENACTMENT 2017

Equipment and Specification Lists & Appendices:

1. Items to be provided by Norfolk Island Regional Council:

Item	Number
Re-enactment Props	
Union Jack Flag	1
Flag Pole	1
Tent 'Canvas'	2
Tent Poles	4
Tent Pegs	16
Timber Boxes	4
Ropes for Tent	TBC
Rope for cordon area	TBC
Posts for cordon area	TBC
Cups	19
Silver Mugs	3
Sacks	3
Timber Hammers (Mallets)	2
Empty Port Bottle	1
Re-enactment Costumes – See Appendix B	
Officers Uniforms (blue Jacket, calico pants)	2
Soldiers Uniforms (grey & red coat, vest, grey pants)	2
Seamen Uniforms (blue & white striped shirts, calico pants)	2
Surgeons Uniforms (black jacket, black pants, vest, top hat)	2
Tricorn hats	4
Seating & Other	
Lectern	1
Plastic Chairs	30
Script	1
Event promotion and invitations	n/a

Note: The items above will be available for collection from the Team Leader KAVHA and the Contract Officer at a time arranged prior to the event. Items must be returned complete and in good order.

2. Items to be provided by Contractor:

AV	Number
Speakers	TBC
Generator	1
Microphone	1
Re-enactment Props & Costumes	
Convict Uniforms	15
Guns	4
Tights / White Socks	8
Shoes (all actors responsible for own shoes)	23
White Shirts (Officers shirts)	6
Re-enactment boats	2
Re-enactment Crew *Appendix B	23
Re-enactment Boat Launching Equipment (Council Loader)	1
Re-enactment Food & Beverage	
Bottles of 'Port' (mock port)	2
Damper	4
Entertainment *Appendix A	
Food & Beverage * Appendix A	

APPENDIX A - Details

Set-up of equipment:

Walkthrough prior to the event to be provided to confirm layout for tents, flagpole, AV, seating and cordoned off area

Boats:

Provision of

- Whaleboat x 2

Crews (See Appendix B for full cast list)

- 23 people total, 4-8 rowers in each boat

Route

- Launch in Emily Bay, row across to Salt House point and return in to land east of sandbank.

Entertainment:

Music suitable to the theme of early colonial/sea shanty to play for 30 minutes prior to the commencement of the reenactment.

At the conclusion of the reenactment to play as required

Food & Beverage:

Lunch, other offerings as preferred by contractor

- Usually Rotary
- Se Moosa Bus – licensed to operate in the area

Market Stalls:

As preferred by contractor

Appendix B – Cast & Crew

Name	Status	Costume
Lt Phillip Gidley King	Officer - Commandant	Officer's blue coat, white pants red sash, hat
James Cunningham	Officer - Midshipman Masters Mate	Officers' plain blue coat, white pants, hat
John Batchelor	Marine	Soldiers jacket, waistcoat, pants, hat
Charles Heritage	Marine	Soldiers jacket, waistcoat, pants, hat
John Turnpenny-Altree	Surgeon	Black coat, waistcoat, pants, hat
Thomas Jamieson	Surgeon / 1st mate	Black coat, waistcoat, pants, hat
Roger Morley	Seaman	Blue & white striped shirt, white pants
William Westbrook	Seaman	Blue & white striped shirt, white pants
John Mortimore	Convict	Convict attire
Edward Westlake	Convict	Convict attire
John Rice	Convict	Convict attire
Richard Witticombe	Convict	Convict attire
Charles McClelland (14yrs)	Convict	Convict attire
Nathaniel Lucas	Convict	Convict attire
Edward Garth	Convict	Convict attire
John Williams	Convict	Convict attire
Noah Mortimore	Convict	Convict attire
Anne Innet	Convict woman	Convict attire
Olivia Gascoigne	Convict woman	Convict attire
Susannah Gough	Convict woman	Convict attire
Elizabeth Colley	Convict woman	Convict attire
Elizabeth Lee	Convict woman	Convict attire
Elizabeth Hipsley	Convict woman	Convict attire