



ROTTNEST IS

Rottnest Island/ Wadjemup

Expressions of Interest

Aboriginal tourism and cultural experiences.



**WARNING:
THIS DOCUMENT CONTAINS IMAGES OF DECEASED PEOPLE**

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1.0 INTRODUCTION

An opportunity exists to establish Aboriginal tourism and cultural experiences on Rottnest Island/Wadjemup.

The Rottnest Island Authority (RIA) is calling for Expressions of Interest from Aboriginal people aspiring to deliver Aboriginal tourism and cultural experiences on Rottnest Island/Wadjemup.

Rottnest Island/Wadjemup is one of the most popular recreation and holiday destinations in Western Australia with approximately 715,000 visitors in 2017/18. Located 19km off the coast of Fremantle, Rottnest Island/Wadjemup is a favourite getaway for Western Australians and a popular destination for interstate and international visitors keen to experience the marine, terrestrial and historic aspects of the Island. In 2017, nearly 650,000 visitors holidayed on Rottnest Island/Wadjemup.

Wadjemup is the Noongar name for Rottnest Island, meaning 'place across the water where the spirits are'. For its traditional custodians the Whadjuk Nyoongar people Wadjemup is a sacred place due to its association with beliefs about the afterlife and the transition of spirits from the physical world to Kooranup, a 'heaven like' place located in the ocean west of the island.

During the last ice age, approximately 7,000 years ago, Wadjemup was connected to the mainland enabling Aboriginal people to walk to Wadjemup, which is also an important meeting place and ceremonial site. Following the last ice age sea levels rose and formed the islands off the coast of Fremantle, including Wadjemup, Ngooloomayup (Carnac Island) and Meandup (Garden Island).

More information about Rottnest Island/Wadjemup's history and current offerings can be found on the Rottnest Island/Wadjemup website www.rottnestisland.com.

From 1838, for nearly 100 years, Rottnest Island/Wadjemup was the location of an Aboriginal prison and forced labour camp with approximately 4000 Aboriginal men and boys incarcerated on the Island. As a result of this prison history Rottnest Island/Wadjemup also holds special significance to Aboriginal communities across the State. Available records show that approximately 370 of these men and boys died during incarceration and the majority are believed to be buried at the Wadjemup Aboriginal Burial Ground. A project is currently underway to appropriately acknowledge this history and recognise the significance of the Quod building (one of the former prison sites), Burial Ground, and other sites connected to the prison era, in consultation with the WA Aboriginal community. Through the recognition of this history Rottnest Island/Wadjemup has the potential to educate visitors and the wider Western Australian community about the impacts of colonisation on Aboriginal people in Western Australia. In this context Rottnest Island/Wadjemup could become a catalyst for a process of truth telling, healing and reconciliation of the difficult histories associated with colonisation and impacts on Aboriginal people.

2.0 THE OPPORTUNITY

Expressions of interest are invited from Aboriginal people and communities to deliver Aboriginal tourism and cultural experiences on Rottnest Island/Wadjemup. Future opportunities will also be offered on lands managed by the Department of Biodiversity, Conservation and Attractions (DBCA) in the broader Perth metropolitan area.

All Aboriginal tourism and cultural experiences will be considered through this EOI process. Today's socially aware travellers show a greater interest in learning about the cultural values and origins of destinations they visit. There is great interest to understand the Aboriginal connection to Rottnest Island/Wadjemup both pre and post colonisation and there is scope to use amenities such as the recently completed Wadjemup Bidi to share the Aboriginal story.

Rottnest Island Authority is keen to discuss opportunities with interested parties able to immerse visitors in a cultural experience on Wadjemup. We believe there are opportunities for visitors to learn about the Aboriginal history and gain a rare and special insight into the Aboriginal people's close and integral connection to the land.

The Western Australian Indigenous Tourism Operators Council (WAITOC) is the peak industry body advocating for Aboriginal tourism in this State. WAITOC secured funding from Tourism WA to deliver a four-year business development program in regional Western Australia and recently received financial support through Indigenous Business Australia (Commonwealth Govt.) to assist emerging Perth-based Aboriginal cultural tourism/heritage businesses with capacity building support. For further advice contact WAITOC CEO, Robert Taylor via ceo@waitoc.com

A one (1) year trial period is available to successful proponents to allow both the RIA and Proponent to review the viability and suitability of the activity/service at the conclusion of the one (1) year initial trial period.

1. Site Visit

Proponents are encouraged to visit the Island and any potential site/s that are suitable for the Proponent's proposed business/use. An RIA employee is able to guide you on your site visit if required.



3.0 SELECTION PROCESS

The selection of preferred EOI Proponents will be a two-stage process.

3.1 Stage 1

The first stage is the Expression of Interest (EOI) process.

The RIA will evaluate the EOI submissions received and select either one or more Proponents to progress to Stage 2.

This stage of the EOI will allow applicants to demonstrate their experience, skills, operations and proposed concept for Aboriginal tourism and cultural experiences. For those applicants not currently operating a tourism business, this stage will enable individuals to outline their vision for visitor experiences.

If the RIA believes, in the RIA's absolute discretion, that none of the EOI submissions are suitable to proceed to Stage 2, the RIA reserves the right to not proceed with Stage 2 of the process for any or all of the submissions.

Proponents should address the following criteria in their response to the RIA:

A Identify preferred location/s on Rottnest Island/Wadjemup to operate.

Identify the location on Rottnest Island/Wadjemup where you would like to operate your business, ie traditional food experiences, Aboriginal heritage tours; camping with Custodians; traditional tool making.

B Identify the Aboriginal tourism or cultural experience you wish to provide.

Endeavour to consider the following:

- ✓ Description of the experience/product to be offered.
- ✓ Duration of the experience/product (e.g. 60 minutes).
- ✓ The proposed route including departure point and any Rottnest Island /Wadjemup facilities (e.g. shelters or other spaces) that you wish to use. Include a map of the proposed tour route.
- ✓ Days and times of operations.
- ✓ The minimum and maximum number of visitors for a tour/experience.
- ✓ Pricing structure, including concessions for disability, seniors, children or family groups.
- ✓ Any props and equipment to be used.
- ✓ Potential impacts on visitor safety and asset protection.
- ✓ Marketing and promotion plan (for example, own website, media, advertising, marketing collateral, promotions within hotels etc.).



C Business and Personnel Credentials

Endeavour to provide the following, however it is acknowledged that this information may be not available for those individuals in business start-up mode, who have yet to establish their business:

- ✓ Business details – address and contact details, ABN.
- ✓ Identify the business owner/operator and outline relevant experience.
- ✓ Length of operation of business.
- ✓ Tours or experiences offered in other locations.
- ✓ Tourism Industry memberships, such as Western Australian Indigenous Tourism Operators Council (WAITOC), Destination Perth.
- ✓ Details of key staff engaged to deliver tour/experience.
- ✓ Copies of certificates of currency for Public Liability and Workers Compensation Insurance. The RIA requires \$10 million for Public Liability Insurance and \$50 million Workers Compensation.
- ✓ Police clearances, Working with Children checks (if required) and record of First Aid Training for all guides.
- ✓ If the staff/guides delivering the product are different to the business owner, please provide details of the key personnel who are delivering the product and their previous experience.

D Connection to Country

- ✓ Identify the Connection to Wadjemup for both the business owner and guides delivering the experience – i.e. Traditional Custodian, historic connection or other. This information will be used to determine whether or not the business proposal is appropriate from a cultural context.

E Bookings Mechanism

- ✓ Outline the process to take bookings and for ticketing of the tour or Aboriginal cultural experience. The RIA encourages you to use the Rottnest Island Visitor's Centre as a central booking location.

3.2 Stage 2 - Concept development proposal

Applicants invited to Stage 2 will discuss their concepts further with senior representatives from the Rottnest Island Authority, with the aim of refining the proposal and progressing to a Licence to operate your business on Rottnest/Wadjemup.



4.0 TERMS AND CONDITIONS

Proponents are required to present the operation details of an Aboriginal tourism and cultural experiences business that will enhance visitor experience.

If approved to operate on Rottnest/Wadjemup, the following terms and conditions will apply:

- ✓ 1-year trial with the possibility to extend by agreement.
- ✓ The successful candidate/s will enter into a Licence Agreement with the RIA. A sample Licence Agreement is included in this EOI pack.
- ✓ Financial costs associated with operating on Rottnest (including annual licence fee, promotion fund levy, turnover rent) will be waived for the trial period.
- ✓ Associated legal costs in establishing the licence to operate will be the responsibility of the proponent.

The above costs will apply if the business continues after the 1 year trial period

Specific operating conditions of your business will be discussed and agreed with the preferred Proponents during Stage 2 of the EOI process and included in the Licence Agreement.



5.0 EOI INDICATIVE PROGRAM

EOI released to Proponents	Friday, 16 November 2018
EOI closing date	Friday, 7 December 2018
Stage 1 – Panel evaluation of submissions	Friday, 14 December to Tuesday, 18 December 2018
Notification to all successful proponents	Friday, 21 December 2018
Stage 2 – Detailed business discussions with successful proponents, Rottnest Island site visits	Monday, 14 January to Monday, 28 January 2019
RIA Board consideration / approval	Wednesday, 27 February 2019

6.0 ROTTNEST ISLAND/WADJEMUP OPERATIONAL CONSIDERATIONS

6.1 Storage

Storage space is available to business operators at a cost and any requirement for storage of equipment or goods should be detailed in the proposal. Logistical services can be provided by Programmed who are based on the Island. Any services provided by Programmed will need to be arranged directly with Programmed, the cost of which will be the operator's responsibility.

6.2 Vehicles/Transport

Rottnest Island/Wadjemup is largely vehicle free and pedestrians, wildlife and cyclists have right of way. The Proponent will be responsible for all transportation to the Island of products, goods and equipment associated with the business.

The RIA does not operate transport services to the Island. However, a barge service operates from Fremantle to the Island on a daily basis and ferry operators may carry small items of freight.

All costs associated with carriage of freight are the operator's responsibility.

No petrol or diesel vehicles will be considered as part of operation of a proposed business. Electric/Sustainable vehicle may be considered by the RIA and if approved, it is an express provision of any license agreement that there is no private use of any vehicle on the Island.

A Rottnest Island/Wadjemup driving permit must be obtained for all staff that are required to drive a vehicle on the Island.

6.3 Business staff housing

Residential accommodation is very limited on Rottnest Island/Wadjemup. The RIA will assess accommodation requests in accordance with its *Staff Accommodation Policy* but no guarantee of accommodation is given. If no suitable accommodation is available business operators and staff will be required to commute to the Island by ferry on a daily basis or hire holiday accommodation from the RIA.

A special ferry commuter rate is available for business operators and their staff.



7.0 INFORMATION PACKAGE

The EOI information package is attached and includes:

- ✓ Response Format
- ✓ Checklist
- ✓ RIA Sample Licence Agreement
- ✓ General Terms and Conditions
- ✓ RIA Glossary of Terms

8.0 LODGEMENT OF SUBMISSION

8.1 Submission time and location

Submissions are to be lodged to the RIA by 4.00pm WST – Friday, 7 December 2018.

Two (2) bound hard copies and one (1) electronic copy (USB) of the Proponent's Submission are to be provided and addressed as follows:

Aboriginal Tourism and Cultural Experiences EOI
Rottnest Island Authority,
PO Box 693,
Fremantle WA 6959

Electronic submission is also available and should be sent to

Cultural Heritage Manager
Rottnest Island Authority
aboriginaltourismEOI@dbca.wa.gov.au

The submission file should be no larger than 8 megabytes. Late or incomplete submissions will not be accepted. Unsuccessful Proponents will be advised in writing.

8.2 Contact details

All enquiries regarding the EOI should be directed to **enquiries@rotnnestisland.com**

9.0 RESPONSE FORMAT

Proponents details

I/We hereby express our interest in a licence to operate an Aboriginal tourism and cultural experience on Rottnest Island/Wadjemup and agree to observe all of the requirements and obligations on the part of the Proponent set out in the Expression of Interest.

Proponent Name (must be a real person or legal entity)	
Australian Company Number (ACN)	
Australian Business Number (ABN)	
Registered Trading Name (if applicable)	
Ultimate Parent Company (if applicable)	
Registered Address of Proponent	
Proponent Correspondence Address	
Name of Directors	(i) (ii)
Telephone Contact Details	Mobile: Work:
Email	

9.1 CHECKLIST

For full consideration of your submission please ensure that you have provided copies of the following:

- ✓ A proposal that addresses selection criteria A – E on page 5-6.
- ✓ A mud map of the proposed tour route or location of your proposed business.
- ✓ Certificate of Currency for Public Liability Insurance, not less than \$10 million.
- ✓ Certificate of Currency for Workers' Compensation Insurance, not less than \$50 million.
- ✓ Current National Police Clearance, Working with Children check (if required) and First Aid certificates for all personnel (if you are unable to provide any of these items, please advise why).

10.0 GENERAL TERMS AND CONDITIONS

1. IMPORTANT NOTICE

The information in this document has been compiled by the Rottnest Island Authority (RIA) for the guidance of parties interested in participating in the Expression of Interest.

This document does not, and does not purport to, contain all the information that interested parties or their advisors would desire, or require, in reaching decisions in relation to submitting an EOI.

Interested parties must form their own views as to what information is relevant to such decisions, and make their own independent investigations in relation to any such information.

This document outlines RIA's expectations in relation to the EOI Process and the terms and conditions of the process. RIA reserves the right, in its absolute discretion, at any stage, to terminate further participation in the EOI Process by any party, to change the structure, procedures and timing of the EOI process, to refuse or admit entry of a particular party to the next phase of the EOI process and to withdraw from and end the proposed EOI process. RIA also reserves the right to allow further parties to enter the EOI process at any stage up to selection of the Successful Proponent, whether or not those parties have participated in the EOI process previously.

Information enquiries by Proponents shall be emailed to:

enquiries@rotnnestisland.com

Proponents and their advisors must not, under any circumstances, make any enquiries of, or hold any discussions with representatives of RIA or the media in connection with the site or the EOI Process, except as provided for in the EOI or with the prior written consent from RIA.

Such requests for consent should be made in writing, addressed to: The Executive Director, Rottnest Island Authority, PO Box 693, Fremantle WA 6959

2. COSTS BORNE BY PROPONENTS

All costs and expenses incurred in any way associated with the EOI Process, including development, preparation and submission of the EOI Proposals, including but not limited to attendance at meetings, travel, discussions, and providing any additional information required by RIA, will be borne entirely and exclusively by the Proponent.

3. OWNERSHIP OF PROPOSAL DOCUMENTS

All documents submitted in the EOI Process become the property of RIA on lodgement. Such intellectual property rights of the Proponent(s) or other parties, as may be clearly demonstrated by the Proponent(s) to exist in the information contained in materials submitted by the Proponent(s), will remain the property of the Proponent(s) or those other relevant parties.

The Proponent(s) conveys a royalty-free license and authority to RIA, its officers, employees, advisors, consultants and agents to copy, adapt, disclose or do anything else necessary (in RIA's opinion) to all material (including that which contains intellectual property rights of the Proponent(s) or other parties) contained in the documents or materials submitted, for the purposes of the EOI Process including, without limitation, for use in:

- ✓ Evaluation of EOI Proposals and;
- ✓ Other related matters; and
- ✓ Complying with applicable laws.

RIA may make as many such copies of documents or materials submitted, as it requires for its purposes.

4. ELECTRONIC (EMAIL) LODGEMENT

Proponents may submit their EOI Proposal via email in accordance with the EOI Document. Files should not be larger than 8 megabytes.

EOI Proposal's submitted via email will be given no lesser level of confidentiality, probity and attention than proposals submitted by other means. RIA may decline to consider for acceptance, EOI Proposals that cannot be effectively evaluated because they are incomplete or corrupt.

Proponent Responsible for Delivery and Receipt

Proponents must allow sufficient time for uploading and downloading of their EOI Proposal prior to the closing date and time. Documents received after the closing date and time may not be accepted. The RIA accepts no liability or responsibility whatsoever for the non-receipt of EOI Proposals submitted via email. If an EOI Proposal is not received by RIA prior to the closing date and time, and the Proponent can demonstrate that the non-receipt was the result of the mishandling by RIA or its Agent; or delivery was hindered by a major incident and the integrity of the EOI Process will not be compromised by accepting the EOI Proposal, RIA may, at its sole discretion accept the EOI Proposal. The onus is on the Proponent to provide evidence to RIA of the above events.

Electronic Format for Submissions

EOI Proposal's submitted via email must be in a file format that can be read, formatted, displayed and printed by Microsoft Word and/or Adobe Acrobat Reader.

File Size and Compression

Proponents may compress electronic proposals in any format that can be decompressed by WinZip. Proponents must not submit self-extracting (*.exe) zip files.

5. RIA'S RIGHTS

RIA reserves the right, at its absolute discretion, and at any time to:

- Take into account any information from its own and other sources in evaluating an EOI Proposal;
- Accept or reject any EOI Proposal at any time irrespective of the extent to which it satisfies any of the Evaluation Criteria;
- Question any Proponent(s) in order to clarify any matter relating to the Proponent(s) EOI Proposal;
- Request additional information from any Proponent as RIA sees fit relating to the Proponents EOI Proposal;
- Conduct due diligence investigations in relation to an EOI Proposal or its Proponent or Relevant Parties;
- Draw on outside expertise as required;
- Invite presentations from Proponents and conduct question and answer sessions with one or more Proponents if considered necessary; and
- Decline to consider any EOI Proposal that does not fully comply with the EOI Process terms and conditions, important notice or other items set out in the EOI document.

RIA reserves the right, in its absolute discretion, at any stage, to terminate further participation in the EOI Process by any Proponent, to change the structure, procedures and timing of the process, to refuse or admit entry of a particular party to the next phase of the process and to end the EOI Process. RIA also reserves the right to allow further parties to enter the Lease Process at any stage up to selection of the Successful Proponent, whether or not those parties have participated in the process previously.

6. ERRORS AND OMISSIONS

Where an EOI Proposal contains an accidental 'error or omission', Proponents must bring this to the attention of RIA immediately upon its identification. RIA may allow the Proponent to amend the accidental error or omission at its sole discretion.

7. RETURN OR DESTRUCTION OF INFORMATION

RIA reserves the right, in its absolute discretion, at any stage following termination of the Proponent(s) participation in the EOI Process to require that material and other information provided to Proponent(s) (and copies or reproductions of such information) be either destroyed by the Proponent(s) or returned to RIA. RIA may require that the Proponent(s) provide evidence (in a form satisfactory to RIA) that any RIA requirements in this respect have been fully complied with.

8. RIGHT TO AMEND PROCESS

RIA reserves the right to amend the process set out in this document by notice emailed or otherwise in writing to Proponents who have not withdrawn or been excluded from the process. Such amendment may include cancellation, variation or supplementation of the process.

9. NO OBLIGATION

No legal or other obligation other than those associated with this Section shall arise between a Proponent(s) and RIA unless and until formal documentation has been signed. RIA is not obliged to proceed with any EOI Proposals, and no compensation will be payable.

10. CONFIDENTIALITY

All information submitted by Proponents will be examined and assessed by RIA's Evaluation Team, including:

- any specialist consultant advisors and other party from whom the Evaluation Team may seek advice
- local Whadjuk custodians to ensure proposals are culturally appropriate

The confidentiality of any information submitted by Proponents, which is not available to the public, will be respected except where disclosure is permitted or required by law. All Proponents will be required to maintain confidentiality with respect to their own EOI Proposals and should not seek details of competing proposals.

Proponents must not make any public statements whatsoever in relation to the Property. Proponents may be required to sign a Confidentiality Deed prepared by RIA's solicitors. RIA reserves the right to make public announcements, including to the media, once RIA has formally selected Shortlisted Proponent(s) or a Preferred EOI Proponent.

11. REPRESENTATIONS AND WARRANTIES

By submitting an EOI Proposal, each Proponent(s) is deemed to have agreed to be bound by and to observe all of the requirements and obligations on the part of a Proponent(s) set out in this EOI Document. Each EOI Proposal and/or Detailed Proposal is submitted and taken to be received on the basis that the Proponent(s) represents and warrants to RIA that:

- a. No information and records provided by or on behalf of the Proponent(s) (including any subcontractor, sub consultant or advisor nominated by the Proponent(s)) to RIA at any time in relation to the Proponent(s) or its EOI Proposal is or will be false or misleading and all such information and records are and will be true and accurate in all material respects;
- b. The information contained in its EOI Proposal may be relied upon by RIA in determining whether or not to invite the Proponent(s) to participate further in the EOI Process;
- c. It is satisfied as to the correctness, accuracy, adequacy and sufficiency of its EOI Proposal;
- d. It does not rely on the currency, authenticity, accuracy, suitability or completeness of any of the documents annexed to, or exhibited by, the EOI Document or disclosed through or in connection with the EOI Process;

- e. It has relied entirely on its own independent enquiries in connection with its EOI Proposal;
- f. It has not infringed on the intellectual property of any third party in preparing or submitting its EOI Proposal;
- g. It has no conflict of interest or anticipated conflict of interest in doing all things required of it unless disclosed in writing to RIA prior to or at the time of lodging its EOI Proposal;
- h. It, or any of its associates, has, or have, not entered into any collusive tendering arrangement, anti-competitive conduct or any similar conduct with another Proponent(s) or any other person in connection with its EOI Proposal, and in that regard it has not and will not provide information to or communicate with another Proponent(s) in connection with the its EOI Proposal (or any document associated with them);
- i. It has no knowledge of the EOI Proposal and/ or Detailed Proposal made by any other Proponent(s);
- j. Except as disclosed in its EOI Proposal:
 1. It has not entered into any contract, arrangement or understanding to pay or allow any money;
 2. It has not paid or allowed any money; or
 3. It will not pay to or allow any money, directly or indirectly to or for the benefit of:
 - a. A trade or industry association (above the published standard fee); or
 - b. Any other Proponent(s) in connection with this EOI, its EOI Proposal or any contract to be entered into consequent thereon; and
 - c. It has not entered into any contract, arrangement or understanding to receive any money directly or indirectly from or on behalf of any other Proponent(s) nor received any money or allowance from or on behalf of any other Proponent(s) in relation to any EOI Proposal or any contract to be entered into consequent thereon, nor will it receive any money as aforesaid;
- k. It is a solvent legal entity and is not under any form of administration or legal disability of any kind; and
- l. Unless otherwise disclosed in writing by the Proponent(s) to RIA, the Proponent(s) and its participants, contractors, consultants or advisors have not entered into any arrangement with, and as far as it is aware it is not related to, another Proponent(s) or participant, contractor, consultant or advisor of that other Proponent(s)
- m. It has not:
 1. Entered into any agreement or arrangement with any competing Proponent(s) or competitor to fix prices, other terms or conditions of supply;
 2. given any assistance to any competing Proponent(s) or competitor to issue an EOI Proposal or to make a proposal or submission to RIA which has been deliberately priced or framed in order to be unsuccessful; and/or
 3. committed a breach of the provisions of the Competition and Consumer Act 2010 (Cth).
- n. If a Proponent is a trustee of a trust ("Trust"), such Proponent makes the following additional representations and warranties:
 1. the Proponent submits its EOI Proposal in its own capacity and as trustee of the Trust;
 2. the relevant Trust document is valid and complies with the law;
 3. any copies of the Trust documents the Proponent has submitted are true and complete copies and disclose everything about the Trust;
 4. the Proponent is properly appointed and is the only trustee(s) of the Trust;

5. the Proponent has always complied with the terms of the Trust, and its duties and powers;
6. the Proponent has a right of indemnity from the Trust assets in respect of the transactions contemplated by EOI Proposal;
7. it is proper for the Proponent, as trustee, to submit the EOI Proposal and do anything the EOI Proposal contemplates that the Proponent will do. Those things do or will benefit the beneficiaries of the Trust;
8. none of the Trust assets have been re-settled or set aside; and
9. the Trust has not terminated nor has any event for the vesting of the assets occurred.

12. FREEDOM OF INFORMATION ACT 1992 (WA)

RIA shall be entitled to make public the identity of any Proponent. All or any part of an EOI Proposal may be disclosed to members of the public if RIA is required to do so under the Freedom of Information Act 1992 (WA).

Proponents must not apply under the Freedom of Information Act 1992 (WA) for information regarding other EOI Proposals.

13. FOREIGN INVESTMENT REVIEW BOARD

If the Proponent(s) is a 'foreign person' as defined under section 21A(1) or 4(6) of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) the Proponent(s) must ascertain whether or not the approval of the Foreign Investment Review Board relating to the acquisition of the Property is required.



14. DISCLAIMER

Each Proponent, by lodging an EOI Proposal, acknowledges and agrees with RIA that:

- a.** RIA and its respective officers, employees, consultants, contractors and agents:
 - 1.** Make no representation or warranty as to the accuracy or completeness of information, statements and representations contained in this EOI including appendices, or other documents referred to in this EOI Document; and
 - 2.** Will not be liable for any loss, cost or expense of any kind suffered or which may be suffered by Proponents arising directly or indirectly from any inaccuracy or incompleteness of the information in the EOI Document or those other documents;
- b.** Any reports and plans included in the EOI Document have been prepared for the use of RIA only. The reports and plans are provided as background information only and may be subject to further changes. Proponents should undertake their own enquiries in relation to all matters to do with the Property and the subject of these reports;
- c.** There may be other documents and information of which RIA and their respective officers, employees, consultants contractors or agents are aware and which may be relevant to this EOI, but which have not been provided or to which no reference has been made in, or in connection with, this EOI; and
- d.** The Proponent(s) has made, and relied on, its own independent assessment of the suitability of the information in this EOI for the purpose of lodging its EOI Proposal and any other document or material pursuant to this Invitation for EOI Document and the Information and as to the attributes of, and risks associated with doing so.

15. PRIVACY

By submitting an EOI Proposal, each Proponent(s) acknowledges and agrees that:

Personal information about individuals connected with the Proponent is being collected by RIA for the purpose of assessing the EOI Proposal.

The intended recipient of the information is RIA and RIA may disclose the information to its external advisers, employees or contractors or any employees within the Department of Biodiversity Conservation and Attractions and other agents engaged by RIA to assist it with the EOI Process.

Each Proponent warrants that each individual whose information is submitted with the Proponent's EOI Proposal has authorised RIA and its associates to collect and supply RIA with that individual's personal information.



GLOSSARY

New Business Proposal	The document submitted by a Proponent(s) in response to this New Business Proposal Process
Consortium	A team, joint venture or consortium of entities that comprises the Proponent(s) that submits a New Business Proposal
Consortium Entities	Where the Proponent is a Consortium, an entity that is a member, shareholder, partner or joint venturer in that Proponent
Contract for Lease	The Contract for Lease of Land prepared by RIA's Solicitor for the Lease Process
RIA	Rottnest Island Authority
Evaluation Process	The process by which New Business Proposals will be evaluated by RIA
Evaluation Team	RIA team, including external consultants appointed by RIA as appropriate, which will evaluate the New Business Proposal
EOI	Invitations for Expression of Interest
EOI Proposal	The document submitted by a Proponent in response to this invitation for Expressions of Interest as part of the EOI
Expression of Interest Process	The release of the Invitation for Expressions of Interest Document, receipt of EOI Proposals, evaluation of EOI Proposals and determination of shortlisted Proponents to participate in a subsequent phase of the EOI process
New Business Proposal Process	The release of the New Business Proposal Document, receipt of New Business Proposals, evaluation of New Business Proposals and determination of Proponents to participate in a subsequent phase of the process, or a Successful Proponent
Licence Agreement	The licence prepared by the RIA's solicitors as amended from time to time
Minister	Minister for Tourism, Government of Western Australia
Preferred Proponent	A Proponent identified by RIA as having the potential to become a Successful Proponent
Proponent	Any party who responds to the request for New Business Proposals in accordance with the requirements of the New Business Proposal Document
Property	The Property identified in the final contract for Lease or Licence.
Relevant Parties	The Proponent and associated Consortium Entities
Respondent	A Proponent who submits a New Business Proposal
Successful Proponent	A Preferred Proponent(s) that has been invited to enter into commercial negotiations with RIA to enter into a new Lease or Licence agreement.

11.0 RIA Licence Agreement (Example only)

- 2018 -

ROTTNEST ISLAND AUTHORITY

Licensor

Licensee

and

Guarantor

LICENCE TO OCCUPY

Rottnest Island



LAWTON GILLON
LAWYERS

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THIS DEED is made the day of
2018

BETWEEN:

ROTTNEST ISLAND AUTHORITY (ABN 38 836 160 172) of Level 1, E Shed, Victoria Quay, Fremantle, Western Australia ("Licensor")

PTY LTD (ACN) of , Western Australia
("Licensee")

AND

PTY LTD (ACN) of , Western Australia
("Guarantor")

RECITALS:

- A. The control and management of Rottnest Island is vested in the Licensor.
- B. The Licensed Area is situated within Rottnest Island.
- C. The Licensee and the Guarantor have requested, and the Licensor has agreed to grant, the Licensee an exclusive license to use the Licensed Area on the terms and conditions of this Deed.

The Parties COVENANT and AGREE:

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

"Authority" means any governmental or other public body, local authority or other authority of any kind;

"Date of Commencement" means the date specified in Item 3 of the Schedule;

"GST" has the same meaning given in section 195-1 of the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999;

"Input Tax Credit" has the meaning given in section 195-1 of the GST Act;

"Island" means the Land and all buildings and improvements on the Land;

"Land" means Rottnest Island Reserve, Swan Location 10976 and Swan

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Location 11022 and being the whole of the land comprised in Crown Land titles volume 3096 folio 976 and volume 3096 folio 921; and

"Licence" means the licence to use the Licensed Area granted by the Licensor to the Licensee by this Deed as supplemented, amended or varied from time to time;

"Licence Fee" means the licence fee specified in Item 5 of the Schedule;

"Licensed Area" means the licensed area specified in Item 1 of the Schedule;

"Licensee's Covenants" means the covenants, agreement and obligations contained or implied in this Deed or imposed by law to be observed and performed by any person other than the Licensor;

"Licensor's Rights" means all rights in favour of the Licensor contained or implied in this Deed or granted by law;

"Permitted Persons" means:

- (a) an agent, contractor, employee, licensee or invitee of the Licensee; and
- (b) any person using or visiting the Licensed Area with the express or implied consent of a person mentioned in paragraph (a).

"Permitted Use" means the use specified in Item 4 of the Schedule;

"Primary Payment" means any payment by the Licensee to the Licensor under this Deed;

"Taxable Supply" has the meaning given in section 195-1 of the GST Act;

"Tax Invoice" has the meaning given in section 195-1 of the GST Act and in the A New Tax System (Goods and Services Tax Act 1999); and

"Term" means the term specified in Item 2 of the Schedule.

2. GRANT OF LICENCE

- (a) The Licensor grants the Licensee an exclusive licence to use the Licensed Area for the Permitted Use for the Term subject to the observance and performance of the Licensee's Covenants but reserving to the Licensor the Licensor's Rights.
- (b) This Licence is personal and any rights rest in contract only and do not create a tenancy or leasehold interest in the Licensed Area or confer any rights on the Licensee under any tenancy legislation.
- (c) The Licensee acknowledges that the Term of the Licence is strict and the Licensee has no right or option to extend the Term or to otherwise remain in possession or occupation of the Licensed Area beyond the expiry or sooner determination of the Term.

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3. LICENCE FEE AND OTHER CHARGES

3.1 *Licence Fee*

- (a) The Licensee must pay to the Licensor the Licence Fee without deduction on the dates and in the manner specified in Item 5 of the Schedule.
- (b) If the Licence is extended beyond the expiry or sooner determination of the Term, or the Licensee remains in occupation of the Licensed Area beyond the expiry or sooner determination of the Term, the Licence Fee will, with immediate effect, be automatically increased by THREE HUNDRED PER CENT (300%).

3.2 *Outgoings and Service Charges*

- (a) The Licensee must within SEVEN (7) days of demand by the Licensor pay all rates and taxes and any other outgoings or charges for water, power or any other services which may from time to time be assessed, charged or incurred, directly or indirectly, in respect of the Licensed Area.
- (b) If the Licensed Area is not separately metered for a service, the Licensor is entitled to calculate the extent of the Licensee's obligation to pay for that service by any method it reasonably determines to be appropriate.

3.3 *GST Liability*

- (a) The amount of all Primary Payments specified in this Deed is exclusive of GST.
- (b) If GST is payable by the Licensor in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Deed:
 - (1) the Primary Payment is increased by an amount equal to the applicable GST; and
 - (2) the Licensee must pay the amount of the increase in the same manner and on the same date as the Licensee is required to pay the Primary Payment.
- (c) If the Primary Payment consists (wholly or partly) of the recovery by the Licensor of all or a portion of the Licensor's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Licensor in respect of these costs and then increased by any applicable GST payable under clause 3.3(b).
- (d) If a Primary Payment is to be increased to account for GST under clause 3.3(b) the Licensor must issue a Tax Invoice to the Licensee.

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4. LICENSEE'S COVENANTS

4.1 *Use of Licensed Area*

The Licensee must not use, or permit to be used, the Licensed Area for any purpose other than the Permitted Use.

4.2 *Licensee to Maintain*

- (a) The Licensee must maintain the Licensed Area in safe, good order, repair and condition.
- (b) The Licensee must promptly repair to the satisfaction of the Licensor any damage to the Licensed Area.

4.3 *Comply with Reasonable Directions*

The Licensee must comply with all reasonable directions and restrictions as may be imposed by the Licensor from time to time in relation to the use of the Licensed Area.

4.4 *Keep Licensed Area Clean and Free from Rubbish*

The Licensee must at all times keep the Licensed Area and its immediate surrounds clean and free from rubbish.

4.5 *Removal of Graffiti*

If any graffiti appears on the Licensed Area, the Licensee must at the Licensee's cost:

- (a) in the case of graffiti which is racist or obscene, remove that graffiti immediately the Licensee discovers or is notified of the appearance of that graffiti; and
- (b) in the case of any other graffiti, remove that graffiti within FORTY EIGHT (48) hours of that graffiti appearing.

4.6 *No Advertisements, Signs or Notices*

- (a) The Licensee must not display from or in or affix to any part of the Licensed Area any advertisement, sign or notice.
- (b) The Licensee must not at any time advertise, solicit or tout for business or spruik, whether verbally or by use of any loud speakers, sound-producing equipment, hording, written materials or any other aid, on the Licensed Area.

4.7 *Other Restrictions on Use of Licensed Area*

The Licensee must not:

- (a) do or carry on or in, or permit to be done or carried on or in, the Licensed Area any harmful, offensive or illegal act, matter or thing;
- (b) do or carry on or in, or permit to be done or carried on or in, the Licensed Area any act or thing which causes nuisance, damage or disturbance to the Licensor or any owner or occupier of nearby properties or premises;
- (c) use any sound-producing equipment on or in the Licensed Area without the Licensor's prior written consent; or
- (d) sell or offer to sell any goods, products or services whatsoever from the Licensed Area without the Licensor's prior written consent and except as expressly permitted by this Deed.

4.8 *No Alterations*

The Licensee must not make any alteration or addition to or demolish any part of the Licensed Area without the prior written consent of the Licensor.

4.9 *Comply with Statutes and Requirements of Authorities*

The Licensee must promptly comply with all statutes from time to time in force, and the requirements of all Authorities, relating to the Licensed Area.

4.10 *Permit Entry by Licensor*

The Licensee must at all times permit entry to the Licensed Area by the Licensor with or without workmen and any other person and with or without plant, equipment and materials for the purpose of:

- (a) inspecting the state of repair of the Licensed Area and to ensure compliance with the Licensee's Covenants; and
- (b) remedying any breach of the Licensee's Covenants.

4.11 *Licensee Liable for Permitted Persons*

The Licensee is liable for the acts or omissions of Permitted Persons arising out of and in connection with the rights and obligations created by this Deed.

4.12 *Effect Public Liability Insurance*

The Licensee must effect and maintain with an insurance company approved by the Licensor, in respect of the Licensed Area, public liability insurance in the names of the Licensor and the Licensee for their respective rights and interests for the time being for TWENTY MILLION DOLLARS (\$20,000,000.00) in respect of any one claim or any higher amount required by the Licensor from time to time and the Licensee must deliver to the Licensor promptly and upon written request of the Licensor the certificate of currency for and a copy of the policy of insurance in respect of the insurance referred to in this clause 4.12.

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- (a) the Licence Fee or any other monies payable under this Deed is unpaid for SEVEN (7) days after becoming due and payable whether demand for payment has been made or not;
- (b) the Licensee is in breach of any of the Licensee's Covenants for FOURTEEN (14) days after notice has been given;
- (c) the Licensee is placed in liquidation (other than for the purpose of reconstruction with the approval of the Licensor) or an application is made for the winding up of the Licensee;
- (d) a receiver or receiver and manager, controller or other similar external administrator of any of the property of the Licensee is appointed;
- (e) the Licensee commits an act of bankruptcy as specified in the Bankruptcy Act 1960 or executes a personal insolvency agreement under Part X of the Bankruptcy Act 1960; or
- (f) anything analogous, or having substantially similar affect, to anything referred to in paragraphs (c), (d) or (e) occurs with respect to the Licensee;

the Licensor may at any time after that by notice terminate the Term and enter and repossess the Licensed Area but any such termination will not affect any of the Licensor's rights, remedies and powers under this Deed or at law in respect of any breach of the Licensee's Covenants.

8. YIELD UP AND PEACEABLY SURRENDER LICENSED AREA

On the expiry or sooner determination of the Term, the Licensee must yield up and peaceably surrender to the Licensor the Licensed Area in a condition consistent with observance and performance of the Licensee's Covenants and the Licensee must, at the Licensee's cost and expense remove from the Licensed Area:

- (a) all property of the Licensee which is not a fixture; and
- (b) those fixtures which the Licensor requires the Licensee to remove; and

promptly make good to the complete satisfaction of the Licensor any damage caused to any part of the Licensed Area by that removal.

9. LICENSOR MAY REMEDY LICENSEE'S DEFAULT

If the Licensee does or fails to do anything which constitutes a breach of the Licensee's Covenants the Licensor may, if the Licensee has, after receiving from the Licensor notice of the breach, failed to remedy the breach within a reasonable time, without affecting any other right, remedy or power of the Licensor arising from the Licensee's breach, remedy that breach and the Licensee must pay to the Licensor on demand the Licensor's cost of remedying

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any breach by the Licensee.

10. LICENSEE'S OBLIGATIONS AT RISK AND EXPENSE OF LICENSEE

Unless this Deed otherwise provides, whenever the Licensee is obliged or required by this Deed to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Licensee.

11. GUARANTEE AND INDEMNITY

11.1 Guarantee and Indemnity

In consideration of the Licenser at the request of the Guarantor entering into this Deed, the Guarantor:

- (a) **GUARANTEES THE DUE AND PUNCTUAL:**
 - (1) payment to the Licenser of the Licence Fee without deduction; and
 - (2) the observance and performance of the Licensee's Covenants;
- (b) **INDEMNIFIES THE LICENSOR AGAINST:**
 - (i) any loss, damage, cost, or expense, suffered or incurred by the Licenser by reason of any breach of the Licensee's Covenants; and
 - (ii) any action, claim, or demand, instituted or made against the Licenser in relation to this Deed.
- (c) **COVENANTS WITH THE LICENSOR ON DEMAND TO PAY TO THE LICENSOR:**
 - (i) the Licence Fee or each part of the Licence Fee demanded; and
 - (ii) Interest on each part of the Licence Fee from the date on which that part becomes payable until payment.

11.2 Demand

Demand under this guarantee may be made on or after the occurrence of any Event of Default.

11.3 Continuing Guarantee and Indemnity

- (a) Notwithstanding anything contained in this Deed the obligations of the Guarantor under this Deed are an irrevocable and continuing guarantee and the Guarantor will not be wholly or partially released

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from the obligations under this Deed by any matter or thing including, but not limited to:

- (i) the payment of money to the Licensor;
- (ii) the performance and observance of the Licensee's Covenants;
- (iii) the granting of time or other indulgence or consideration by the Licensor to any person;
- (iv) a subsequent transaction or arrangement between the Licensor and any other person;
- (v) the failure or neglect of the Licensor to recover any money owing to the Licensor under this Deed;
- (vi) the failure or neglect of the Licensor to exercise any of the Licensor's Rights;
- (vii) any amendment, variation, extension, release, discharge or assignment of this Deed;
- (viii) any act, omission, laches, or default on the part of the Licensor whereby the liability of any person to the Licensor might but for this provision be affected, released, or discharged;
- (ix) the death or incapacity or notice to the Licensor of the death or incapacity of any person;
- (x) the bankruptcy of any person or the winding up or liquidation of any corporation;
- (xi) either dissolution of or any alteration in the composition of any partnership;
- (xii) the release or discharge by the Licensor of any person or property from the Licensee's Covenants; or
- (xiii) any other matter or thing.

11.4 Assignment by Licensor

The Licensor may assign the benefit of the covenants and agreements given by the Guarantor under this Deed.

12. CONSENTS

Unless this Deed otherwise expressly provides, the Licensor may in its absolute discretion withhold consent to any matter requiring consent with or without specifying any reason.

13. COSTS AND DUTY

- (a) The Licensor must pay the costs of and incidental to the instructions for and the preparation and execution of this Deed.
- (b) The Licensee must pay on a full indemnity basis all costs incurred by the Licensor in respect of any default under this Licence by the Licensee and any notice relating to that default.

14. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, undertakings and agreements, whether written or oral, relating to the subject matter of this Deed.

15. GOVERNING LAW AND JURISDICTION

This Deed is to be governed by, take effect and be construed in accordance with the laws in force in Western Australia and all parties submit to the jurisdiction of the Courts of Western Australia.

16. INTERPRETATION

A reference to a person includes a reference to that person's executors, administrators, successors, substitutes, including but without limitation persons taking by novation, and assigns.

SCHEDULE

Item 1 - Licensed Area:

That part of the Land comprising an area of SQUARE METRES
(m²), as shown for the purpose of identification only as the area hatched
on the plan attached to this Deed and marked Annexure "A".

Item 2 - Term:

SIX (6) months commencing on the Date of Commencement.

Item 3 - Date of Commencement:

Item 4 - Permitted Use:

Pop-up

Item 5 - Licence Fee:

The Licence Fee is DOLLARS (\$)) per month plus GST
payable monthly in advance on or before the Date of Commencement and
on the first day of each month following the Date of Commencement.

EXECUTED AS A DEED.

THE COMMON SEAL of)
ROTTNEST ISLAND AUTHORITY)
is affixed in the presence of:)
)
)
)

.....
Chairman

.....
Chief Executive Officer

EXECUTED by)
PTY LTD)
(ACN))
in accordance with Section 127(1) of)
the Corporations Act by authority of)
the Directors:)

.....
Signature Director

.....
*Signature Director/Secretary**

.....
Print full name of signatory

.....
Print full name of signatory

* Delete if not applicable

SIGNED by)
)
in the presence of:)

.....
Witness's Signature

.....
Print Full Name

.....
Address

.....
Occupation



ROTTNEST IS

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