



Fee Proposal

# BYO Permit Package

*OTL Consulting Group*

Head Office: 26 Peel Street North, Bakery Hill 3350

## About BYO Permits

We are pleased to be given the opportunity to provide you with a fee proposal regarding our liquor consultancy services associated with the implementation of a BYO permit at your venue. On Tap Liquor Consulting has extensive experience in the liquor licence application process, including many BYO permit applications, and we look forward to working with you on this project. Drawing on our previous experience and involvement in similar projects, this fee proposal has been prepared to set out the scope of works involved and the associated fees and charges.

It is common practice across Victoria for venue operators, in venues such as a restaurant, club or party bus, to obtain a BYO permit associated with their venue in order to allow for patrons to bring their own liquor for consumption on the premises. As part of this process, there are various documents required to be submitted to the Liquor Control Victoria (LCV), including any, or all, of the following (along with any other details required by LCV);

- Completed application form and associated fee;
- Details of the business and details of the proposed new permittee;
- A completed and signed 'Questionnaire' from each person listed on the application (including company directors, proposed nominees, business partners, Committee members etc.);
- Evidence of right to occupy the premises;
- A detailed plan of the premises; and
- Business name certification and company extracts.

Although BYO permit applications do not have a public advertising component to them, they are still subject to the same scrutiny as a new licence application would be. According to the LCV annual report, the Commission determined many new BYO permit applications within the 2020/21 financial year.

## On Tap Liquor Consulting BYO Permit Application Package

On Tap Liquor Consulting have put together a package related to obtaining a BYO permit in Victoria. This package has been designed to ensure that the application process is managed in a manner that is as seamless and stress free as possible for all parties involved. We understand that dealing with the red tape of a permit application can be one of the delays and frustrations involved with the inception of a BYO permit at your premises, a process that most would prefer not to have to undertake.

It is the aim of On Tap Liquor Consulting to have the BYO permit application process completed within the shortest time possible, but this depends on a range of factors outside of our control and there can be unforeseen delays. To avoid delays as much as possible, On Tap Liquor Consulting have a process in place where all applications are subject to quality control measures and will only be submitted when all details required by the LCV are ready or are in process. As part of the package, On Tap Liquor Consulting will undertake appropriate checks and balances to ensure that the permit in place at the subject venue is the most appropriate licence for the operation and that the venue is operating to its full potential and within its legislative boundaries.

## Scope of Work

Everything required as part of a BYO permit application process is included within our BYO package scope of works in order to provide you with peace of mind throughout the process. There are no hidden costs or additions which would prejudice our clients other than those outlined within this package. On Tap Liquor Consulting's promise is to go above and beyond what is expected of us. Our BYO permit package scope of works includes:

## General

1. An assessment of the business to ensure the licence category is appropriate for the operation of the business.
2. Undertake a National Police Check if it is considered necessary or appropriate for the specific file.

## BYO Permit Application

1. Undertake required ASIC searches (Both company and business names as required).
2. Prepare and complete an appropriately detailed BYO permit application/submission.
3. Submit BYO Permit application to LCV and manage application process.
4. Facilitation of required new entrant training (as/if required).
5. Facilitation of required RSA training (as/if required)
6. Prepare detailed response to any basic objections received relevant to the licence application (excluding significant or complex objections as assessed by On Tap Liquor staff).
7. Liaise with LCV staff as required.
8. Provision of a venue specific licensee compliance folder on completion of project.

## Package Costs

### Professional fees

The following professional fees and charges are provided for our BYO permit package as outlined above and within the outlined scope of works. Additional works, meetings and/or site visits outside the above scope of works or outside the below quoted fees will be charged at the applicable rates which are indicative only. Payment in full is expected prior to work commencing on the application.

Item	Professional Fee (Exc. GST)
BYO Permit Package inclusive of: <ul style="list-style-type: none"> <li>• LCV fees associated with the BYO Permit application process</li> <li>• ASIC search fees associated with company and/or business name extracts</li> <li>• Administrative costs, including printing, postage, OTL filing fee etc.</li> <li>• Venue specific licence compliance folder upon issuance of the BYO permit</li> </ul>	\$2,490
<b>'Add-ons' (if required as part of your application);</b>	
RSA Training (Cost depends on location and method of delivery).	From \$80 per person
New Entrant Training (Cost depends on location and method of delivery).	From \$240 per person
National Police Check (as/if required).	From \$89
Site Visit (if required).	\$1.50 per km

Note: Other items/reports may be requested by Council planning or LCV staff as part of their review of a specific application. Other reports which may be requested could include Traffic Engineers reports, Building Engineers reports, Acoustic Engineers reports, Venue Management Plans etc. It is not possible for On Tap Liquor Consulting to estimate these items, however we will discuss requirements with you if they are requested. Unless expressly stated otherwise, any additional work required arising out of the need to respond to approval authorities (e.g. Council or the LCV) shall be an additional fee charged at the "Standard Rates" in this agreement.

## How to Take Advantage of this Package

Should you wish to take advantage of this package, simply complete the following information and return this form to the On Tap Liquor Consulting offices, either via email or post, and we will arrange the rest from there!

Contact Name:

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Postal Address:

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----- Post Code: -----

Phone No.:

Mobile:----- Land Line:-----

Email:

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Venue Address:

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----- Post Code: -----

Licence Number and / or Category:

----- (Please attach copy of licence & existing red line plan)

Proposed Licensee Name

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ABN/ACN (if applicable)

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Signature of or on behalf of the client

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Date signed

*By signing, you are formally agreeing to the T & C's of On Tap Liquor Consulting and you are indicating that you are over 18 authorised to act on behalf of the above-mentioned. Written advice to proceed (i.e. via email) will also be considered as having agreed to our T & C's. T & C's are subject to change without notice and it is the responsibility of the client to ensure they are aware of the most current version. Our T & C's are available for viewing on our website ([www.ontapliquor.com.au](http://www.ontapliquor.com.au)) at any time. Please note that no work will commence on the file until the relevant invoice has been paid.*

# Terms and Conditions of Service

OTL Consulting Group Pty Ltd ACN 164 468 508, trading as On Tap Liquor Consulting, (**On Tap Liquor Consulting**)

## 1. Application

- The following terms apply to all Scope of Works to you from On Tap Liquor Consulting (us, we, our). Each Scope of Works is a separate agreement between you and us.

## 2. Scope of Works & INFORMATION

- You must provide complete and accurate information (including any special requirements) requested by us in the timeframes specified to enable us to provide the Services, and we do not take any responsibility for inaccurate or false information provided to us. You acknowledge that failure to do so may delay the Services or adversely impact any outcome.
- Our Scope of Works are valid for 60 days from the date of issue and may be adjusted by us prior to you accepting a Scope of Works.
- A quoted Price is exclusive of all Taxes unless otherwise specified and quoted times for delivery are an estimate only.

## 3. Cancellation

- If you cancel a Scope of Works prior to completion, we will refund any Price paid, less:
  - any cancellation fees notified to you;
  - all costs incurred by us in relation to that Scope of Works; and
  - fees based on our usual hourly rates (plus GST) for any work completed up to the date of cancellation.

## 4. Price

- Unless otherwise stated in writing, any estimates which we provide to you of our anticipated fees, disbursements and charges for the Services or government fees/charges indicated are only indicative of the amounts which are expected as part of the Services. The estimates provided are not binding on us.
- All fees associated with the application process, including our Service fees, will be payable regardless of the outcome of the process. Work undertaken by us over and above the estimated works will be charged for as an addition to any estimates provided.
- Additional work not estimated for may include, but is not limited to, production or drawing of site plans, provision of additional materials not ordinarily associated with a standard application process (additional submissions) or any other matter that may not ordinarily be associated with a standard process.
- The terms of payment of each invoice is strictly 7 days.
- Accounts overdue by 14 days or more may incur a \$50 administration fee unless prior discussions have been held with us or a mutually acceptable payment arrangement has been agreed to.
- Work on any file may cease if invoices remain unpaid. If you have engaged us on behalf of a company, you also agree to act as guarantor for all monies owing or found to be owing and indemnifies

and keeps indemnified us against any liability, claim for damages and all costs provided they do not result from our negligent acts, our servants or agents.

- Any reports or advice provided by us remain our property until full payment is received and may not be used in any way by you until full payment is received.
- We may change any advertised price for Services at any time without notice. A Price will not change once a Scope of Works has been accepted by you.
- Filing fee includes minor printing of up to 30 A4 black & white / Colour pages. Other pages sizes increasing, will be charged at the applicable rates.

## 5. Failure to Pay

- In the unlikely event that you do not pay an invoice by the due date, your matter will be assessed depending on the situation and you will be contacted with a series of reminders until payment is received. If payment is still not received within a reasonable time-frame, legal action may be taken.
- If we incur any costs of collection of any invoice issued, such as legal fees and collection agency fees, you agree to indemnify us for all such costs.

## 6. Travel Surcharge

- A travel surcharge will be applied to any matter where travel is required. This surcharge is set at \$1 per km plus our half an hour fee (plus GST) and will be billed for each site visit associated with a file.
- Distance travelled will be ascertained via 'google maps' and will be calculated as the shortest route between our office and the subject site.

## 7. Online Sales

- We operate the Site, which is provided for your personal use only via standard web and mobile internet browsers. Access to the Site may be suspended, restricted or terminated at any time.
- You must not, and not allow others to use or permit anyone else to access the Site:
  - to upload, send or receive any defamatory, unlawful, abusive or pornographic material or material that infringes the rights of third parties;
  - to upload, send or receive any material which is technically harmful, limits the functionality of software or hardware or intended to intercept communications;
  - for any purpose that is unlawful or fraudulent, attempts to access unauthorised data or configurations or interferes with the functionality of the Site;
  - to send unsolicited mail messages,
  - with any robot, spider or similar manual or automatic tool or process for any reason without our written consent use the Site; or
  - in breach of these terms.
- We do not warrant that the Site will be available at all times or is free from viruses and where the Site contains links to third-party sites, we assume no responsibility for the content of such third-party sites.
- We grant you a limited, personal, non-transferable, non-exclusive, revocable license to access and use the Site pursuant to these Terms.
- All IPR in the Site, materials, information and content on the Site, any database operated by us, all the Site design, text, graphics, software,

photos, video, music, sound, data, all software compilations, underlying source code (including applets and scripts) is our property (or that of our licensors). You shall not, and shall not attempt to, obtain any ownership or title to any such property. All rights are reserved.

## 8. Registration

- You may create an account with our Site. We reserve the right to decline registration or to cancel an account at any time.
- When you create an account, we will collect, store and disclose your information in accordance with our Privacy Policy, which is incorporated into these Terms.
- You must keep any account password confidential and are entirely responsible if you do not maintain such confidentiality. You must immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address or any breach of security known to you. You agree that we are not responsible or liable in the event that a person to whom your password is disclosed uses the Site.
- You warrant that all information you provide in your account is accurate and up to date and you will promptly inform us of any changes.
- We may without notice suspend or close your account if you (or someone accessing your account) is in breach of these Terms or we reasonably suspect such a breach has occurred or will occur.

## 9. Set-Off

- If you owe money under one Scope of Works, we may set-off that money against any money that we owe to you under another Scope of Works.

## 10. Warranties

- We will use reasonable care and skill in performing our obligations under these terms however do not guarantee any outcome or timelines.
- To the extent permitted by law, we exclude all other guarantees, warranties, undertakings and representations expressed or implied, whether arising by statute or otherwise, which are not given in these terms or any warranty document given at the time of supply.

## 11. Liabilities

- We accept liability for:
  - death and personal injury caused by our negligence;
  - our fraud;
  - any implied contractual terms that cannot be excluded or limited under applicable law, including the ACL; and
  - any loss that is reasonably foreseeable from our material breach of these Terms, however unless required to do otherwise under the ACL and provided its fair and reasonable to do so we limit our liability to the replacement of the Services the provision of equivalent Services or the cost of providing those Services.
- Other than as specifically accepted by us above, we are not liable for any other losses or damages you may suffer, including any:
  - loss caused by you or to the extent it results from your failure to take reasonable steps to avoid or minimise that loss;
  - loss caused by event falling outside our reasonable control;
  - indirect or consequential losses (including loss of revenue, profits, enjoyment or loss of business), or losses you might suffer as a

result of any harmful code or viruses or unauthorised access to information we hold.

## 12. Indemnity

- You indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your act or omission or breach of these terms.

## 13. Termination

- If you commit an Act of Default which is not remedied within 5 days of us giving written notice to do so, we may terminate these terms or suspend supply until you remedy the Act of Default.
- If we terminate these terms all amounts payable by you to us will immediately become due and payable notwithstanding that the due date has not yet arisen.
- If we commit an Act of Default which is not remedied within 5 days of you giving written notice to do so, you may terminate these terms and obtain a refund of any amount of the Price already paid for Services not delivered, less any other amounts due and payable to us.

## 14. Intellectual Property – Services

- We retain ownership of all IPR owned or made available by us in the delivery of the Services that is in existence at the time of the Scope of Works and grant to you a non-exclusive, non-transferrable and non-sub-licensable licence to this IPR for the sole purpose of using the Services in the ordinary course of your business.
- Unless otherwise agreed, we retain ownership of all IPR created as a result of delivering the Services and grant to you a non-exclusive, non-transferrable and non-sub-licensable licence to this IPR for the sole purpose of using the Services in the ordinary course of your business.
- If you communicate with us, you grant to us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your correspondence or communication and to prepare derivative works of the content or incorporate the content into other works in Scope of Works to publish and promote such content. This may include, but is not limited to, publishing testimonials on our Site and developing your ideas and suggestions for improved goods or services we provide.

## 15. Variations

- We may amend these terms at any time by posting such amendments on the Site. In relation to a Scope of Works, you will be bound only to the version of the terms in force at the time of that Scope of Works.

## 16. Confidentiality

- All information supplied by a party to the other party will be treated as confidential except to the extent that it becomes public knowledge (otherwise than through a breach of confidentiality), and must not be disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by law.

## 17. Privacy

- Our commitment to privacy is set out in our Privacy Policy.

## 18. Force Majeure

- Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under these terms (other than an obligation to pay money due) or for any loss or damage if such performance or exercise is prevented or hindered in whole or in part by reason of an event beyond that party's reasonable control.

## 19. Disputes

- If a dispute arises under these terms, the party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute and the parties will attempt to negotiate a resolution in good faith.
- If a dispute persists for more than 14 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre. The costs of mediation will be shared by the parties equally.
- Save for seeking urgent interlocutory or injunctive relief, neither party may issue court proceedings in relation to a dispute until resolution by mediation has been attempted.

## 20. Assignment

- Neither party may assign, novate or otherwise transfer any of its rights or obligations arising out of or under these terms to another person without the other party's prior written approval (which will not be unreasonably withheld).

## 21. Entire Agreement

- These terms together with an accepted Scope of Works between the parties represents the entire agreement between the parties in relation to the Services and supersedes all prior discussions, negotiations, understandings and agreements in relation to those Services.

## 22. Governing law

- These terms will be governed by the Laws of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that jurisdiction.

## 23. Waiver

- A provision of these terms, or right, power or remedy created under them, may not be varied or waived except as agreed in writing.

## 24. Relationship

- The relationship between us is that of principal and independent contractor. You must not represent yourself as our employee or agent.

## 25. Interpretation

- In the Agreement:
  - headings, bold type and square brackets are for convenience only and will not affect interpretation of this Agreement;
  - words in the singular include the plural and words in the plural include singular, according to the requirements of the context;

- a reference to a legislation or other Law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them;
- a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and
- terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the meaning given in that Act, unless the context otherwise requires.

## 26. Definitions

- ACL means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- Act of Default occurs if either party:
  - commits a material breach of these terms;
  - is unable to pay its debts as and when they fall due;
  - commits an act of bankruptcy, enters into any composition or arrangement with its creditors or does anything which would make it liable to be put into liquidation;
  - has a receiver, other form of insolvency administrator or statutory or official manager appointed over any of its assets.
- IPR means all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered.
- Price means the amount payable for the Services specified on the Scope of Works.
- Privacy Policy means our Privacy Policy from time to time available at <https://www.ontapliquor.com.au/privacy-policy/>.
- Site means <https://www.ontapliquor.com.au/>.
- Scope of Works means our fee proposal for the provision of Services.
- Services means the items, deliverables and/or services provided, or to be provided, by us to you as identified in a Scope of Works.
- Taxes means taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by Law or government authority or agency other than Australian GST or any tax imposed on, or calculated having regard to, net income.