

Easy to do Business

Memorandum of
Understanding



**Service
NSW**

Memorandum of Understanding

1. MOU Details

Duration of MOU	
Commencement Date	
Service NSW Details	
Address	Level 20, 2-24 Rawson Place, Sydney NSW 2000
ABN	37 552 837 401
Service NSW Representative	Executive Director, EtdB – Kylie De Courteney
Phone	02 8059 2359
Email	kylie.decourteney@service.nsw.gov.au
[COUNCIL NAME] Details	
Address	
ABN	
Council Representative	
Phone	
Email	

2. Parties

This MOU is made between:

The State of New South Wales represented by Service NSW, ABN 37 552 837 401, whose address is Level 20, 2-24 Rawson Place, Sydney NSW 2000 (SNSW);

and

[Council], ABN [XX XXX XXX XXX], of [STREET ADDRESS] (The Council).

3. Background

- 3.1 This MOU sets out the agreed understanding of the parties and basis upon which the arrangement is entered into. The MOU is not legally binding.
- 3.2 Easy to do Business is a joint initiative of the Department of Premier and Cabinet, the Customer Service Commissioner, the Office of the NSW Small Business Commissioner and SNSW to make NSW the easiest state to do business.

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- 3.3 SNSW has partnered with the Council to promote and deliver the Easy to do Business program to small business across New South Wales.
- 3.4 The purpose of this collaboration is to:
- 3.4.1 help business owners open and grow a café, small bar or restaurant by providing a single online digital solution and personalised support, and
 - 3.4.2 make it easier to set up a business in New South Wales.
- 3.5 The Easy to do Business program is a free service for the Council and customers.
- 3.6 The Easy to do Business program will expand to include other industries and the entire small business lifecycle, in the future.

4. Term

This MOU commences on the Commencement Date specified in MOU Details and will continue unless terminated by either party.

5. Termination

Either Party may terminate this MOU by giving the other Party ninety (90) days' written notice.

6. SNSW's obligations

SNSW will:

- (a) ensure the Business Concierge will be the customer's single point of contact for queries relating to opening or growing their business
- (b) within two working days, call the customer to establish and understand the customer's ambition with respect to their business and outline how the program may be able to help
- (c) provide tailored publically available information specific to each customer's needs addressing Local, State and Federal Government requirements
- (d) address customer queries relevant to any stage of the end-to-end journey
- (e) provide to the customer a detailed case management plan outlining all licences and approvals required to open or grow their business and the suggested pathway to completion
- (f) where a customer query cannot be immediately addressed, make contact with Council or the relevant federal or state government agency to source the additional information required and respond back to the customer as promptly as possible
- (g) escalate customer queries to the Council specialist team wherever questions become advice-based or highly complex
- (h) guide and support the customer through the online licence application processes
- (i) assist businesses navigate government regulatory processes, not provide advice
- (j) review, verify and validate customer applications against agreed criteria so as to improve the quality of applications submitted to Council.

7. Council's obligations

The Council will:

- (a) refer eligible customers to EtdB
- (b) provide guidance and information to the EtdB team to assist it to respond to customer queries, as required
- (c) communicate application outcomes to the customer and the EtdB team
- (d) provide updates on changes in the local area that may impact EtdB
- (e) identify local events and organisations that are opportunities to inform customers about EtdB
- (f) provide feedback on the effectiveness and performance of EtdB in the local area.

8. Liability

- 8.1 Use of the Easy to do Business service does not alter in any way each customer's responsibility to provide accurate and complete information in support of each application. The customer is entirely responsible for the information contained in and lodgement of their own forms, fulfilment of any legal requirements as well as any works or activities that they complete following the receipt of information through the Service.
- 8.2 To the full extent permitted by law, neither Council or SNSW will be liable to the customer for the customer's actions or responsible for any liability, loss or cost suffered directly or indirectly by the business in connection with the Easy to do Business service.

9. Review of MOU

The Parties agree to meet to discuss the terms and conditions of this MOU and to consider whether any variations or amendments need to be made.

10. Variations

This MOU may be varied by agreement of the Parties in writing.

11. Relationship

11.1 Cooperation

In carrying out its respective obligations under this MOU, the Parties agree to co-operate in a timely and effective manner with each other and to act in good faith.

11.2 Meetings

The SNSW Representative and the Council Representative agree to meet and discuss any matters relating to this MOU.

11.3 Issues

Each Party will keep the other informed in writing as to any issues arising and keep an ongoing written record of the status of each issue and when and how it was resolved.

12. Representatives of the Parties

12.1 Change of Representatives

- (a) The Parties should inform the other party about any change of Representative from that specified in MOU Details.

12.2 Power and authority of Representatives

The SNSW Representative and the Council's Representative:

- (a) are the agent of the respective Party for the purposes of doing anything to be under this MOU; and
- (b) have the authority to make and give, or accept, on the Party's behalf, any approvals, acceptances, directions, notice and other decisions that the Party may make and give, or accept, under this MOU.

13. Resolution of Disputes

13.1 Both Parties agree to attempt to act in good faith in carrying out their obligations under this MOU and to attempt to resolve any Dispute in good faith.

13.2 In the event of any dispute between the Parties under or in connection with this MOU, the Parties will:

- (a) within seven days (or such other period agreed between the parties) of a Party providing notice of a dispute to the other Party, ensure that the SNSW Representative and Council Representative meet with a view to resolving the dispute; then
- (b) if the dispute is not resolved, within 14 days (or such other period agreed between the Parties) of that meeting, the Chief Executive of the Council (or delegate) will meet with the Chief Executive Officer of Service NSW (or delegate) with a view to resolving the dispute.

13.3 Any Disputes arising out of or in connection with the MOU which cannot be settled by negotiation between the Parties under clause 13 (b) shall be referred to mediation via the Resolution Institute - <https://www.iama.org.au>.

13.4 If a dispute arises from, out of, or in connection with this MOU, the Parties must attempt to resolve it in accordance with the Premier's Memorandum M1997 – 26 Litigation Involving Government Authorities.

14. Notices

14.1 General

Any notices under this MOU must be given by an Authorised Representative of the Parties.

14.2 Change of address

Each Party must notify the other Party in writing of any changes to notice details specified in MOU Details.

15. Non-binding Memorandum of Understanding

- 15.1 This MOU is not intended to create legally enforceable rights or obligations for either Party.
- 15.2 This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:
- (a) no reliance will be placed on it;
 - (b) it does not constitute an obligation binding either side;
 - (c) it does not contain all matter upon which agreement must be reached in order for an agreement to be consummated;
 - (d) it creates no rights in favour of either party; and
 - (e) for the avoidance of doubt and without limiting the above in any way, this MOU imposes no commitment on any person to proceed with an agreement.

16. Miscellaneous

16.1 Legal costs

Subject to any express provision in this MOU to the contrary, each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under this MOU.

16.2 Amendment

All amendments to this MOU and all consents, approvals, waivers and agreements made under this MOU must be evidenced in writing.

Signed for and on behalf of SNSW

Name: _____

Signature: _____

Position: _____

Date: _____

Signed for and on behalf of the Council

Name: _____

Signature: _____

Position: _____

Date: _____