



Sponsorship Agreement (outgoing)

This agreement is made between Ipswich City Council and the Sponsor named in Item 1 of the Items Schedule below.

The agreement includes the Items Schedule below, the Agreement Terms following the Items Schedule and any other document attached and expressed to form part of this agreement.

Items Schedule

Item 1 Sponsored Organisation	Brassall Christmas in the Park Inc (ABN 20 158 865 960)
Item 2 Sponsored Activity	<p>Brassall Christmas in the Park</p> <p>The <i>Christmas in Ipswich</i> celebrations will be held city-wide in 2019. Key initiatives will include the Christmas Wonderland experience at Nerima Gardens, the Finding Santa augmented reality trail, the annual suburban Christmas Lights Competition and a program of community carols and events across the region.</p> <p>Council has identified a number of high profile community carols events across the city that would benefit from a multi-year community partnership arrangement. These events have the potential to attract 5,000 or more attendees and therefore incur more significant operational delivery expenses. There is also an increased level of community expectation around these events. It is generally expected that these events will have entertainment drawcards and a high level of production quality.</p> <p>The three-year community partnership model will provide an all-inclusive annual payment each year to the coordinating entity to go towards significant operational expenses. In addition, council will provide promotional support for the event through inclusion in the <i>Christmas in Ipswich</i> marketing campaign.</p> <p>Brassall Christmas in the Park has been invited to partner with Council in such a community Partnership arrangement.</p>
Item 3 Sponsorship Benefits	<p>The Sponsorship Benefits in relation to the Sponsored Activity are:</p> <ul style="list-style-type: none"> • Inclusion of the Council/Christmas in Ipswich logo lock up on all Brassall Christmas in the Park marketing and promotional material. • Council acknowledged as a Major Sponsor by MC at the event. • Scheduling of Christmas in Ipswich slide and/or video content on the big screens prior to the commencement of the Carols (Council to supply content to specification). • Opportunity for Council to have an information stall at the event. • Opportunity to display Council signage at the event. • Opportunity for a Council representative to make an address from the stage. • 4 x invitations to networking function at the event.

Item 4 Sponsor Level	Major Sponsor
Item 5 Start Date	1 November 2019
Item 6 Term	Three years starting on the Start Date
Item 7 Sponsorship Fee	Cash in the amount of \$45,000 (excluding GST) for the entire Term payable in three instalments of \$15,000 (plus GST) Annually
Item 8 In-Kind Benefits	<p>For the 2019 Brassall Christmas in the Park only: 30 x 240L General bins 15 x 240L Mixed Recycling bins Delivery and removal fee for bins to one location 20 x general portable toilets with lights (including delivery fee) 50 x witches hats, 50 x star pickets, 2 x star picket rammers, 4 x rolls of barrier mesh, (to be collected and returned to Council stores) 5 x packets (100) cable ties TOTAL In-kind Value \$4,595</p> <p>Inclusion of the Brassall Christmas in the Park in the <i>Christmas in Ipswich</i> city-wide marketing campaign, including:</p> <ul style="list-style-type: none"> • <i>Christmas in Ipswich</i> printed program – dedicated page • <i>Christmas in Ipswich</i> website – dedicated page • Posts on <i>Christmas in Ipswich</i> and council social media channels
Item 9 Approved Council Material for use by Sponsored Organisation in advertising and promotion	Council Signage, Logo and Promotional Material
Item 10 Sponsored Organisation's project manager	Name/position: Greg Wilson - President Telephone number: 0423 010 260 Email address: president.brassallcstp@gmail.com
Item 11 Council's project manager	Name/position: Joanna Jordan Telephone number: 07 3810 7367 Email address: joanna.jordan@ipswich.qld.gov.au
Item 12 Council's notice details	Mailing address: PO Box 191, Ipswich, Qld, 4305 Street address: 45 Roderick Street, Ipswich, Qld, 4305 Facsimile number(s): Email address(es): joanna.jordan@ipswich.qld.gov.au
Item 13 Sponsor's notice details	Mailing address: PO Box 5136, Brassall, QLD, 4305 Street address: N/A Facsimile number(s): Email address(es): president.brassallcstp@gmail.com
Item 14 Are any special conditions attached?	Yes

Signing

Signed by or for the Sponsored Organisation named in Item 1:

.....
Signature of authorised officer

.....
Signature of witness

.....
Name and position title of authorised officer

.....
Name of witness

.....
Date signed

IPSWICH CITY COUNCIL

Signed by Ben Pole, General Manager (Community, Cultural and Economic Development)

On

As duly authorised Council delegate under section 238
of the *Local Government Regulation 2012*

Witness

Name of Witness (Print)

Agreement Terms

1 Definitions

1.1 In this agreement:

Agreement Terms means these terms, in clauses 1 to 18.

Approved Council Material means any Material identified in Item 9 and any other Material that Council from time to time gives the Sponsored Organisation written approval to use for the purpose of promoting or advertising the Sponsored Activity.

Business Day means day other than a Saturday, a Sunday or a public holiday or special holiday in Ipswich.

Claim means a claim, action, demand, liability, right of action, damage, loss, cost or expense:

- (a) that arises in law, equity, under statute or otherwise; and
- (b) including one in relation to property damage, personal injury or death or economic loss; and
- (c) including one arising in negligence, any other tort, under contract or under any other legal theory; and
- (d) including one relating to any kind of damage or loss such as general damages, special damages, debt or otherwise.

Confidential Information of a party means any information:

- (a) relating to the business and affairs of that party; or
- (b) relating to customers, clients, employees, contractors or other persons doing business with that party; or
- (c) of or about that party which is by its nature confidential; or
- (d) of or about that party which is designated as confidential by that party; or
- (e) of or about that party which the other party knows or ought to know, is confidential,

and all trade secrets, know-how, financial information and other commercially valuable information of that party, but does not include any of the above that are already in the public domain otherwise than as a result of a breach of this agreement or other obligation of confidence or secrecy.

Council means Ipswich City Council.

External Event means each of the following:

- (a) war, whether declared or undeclared, revolution or act of public enemies;

- (b) riot or civil commotion;
- (c) strike, stoppage, ban, lockout, limitation on work or restraint of labour;
- (d) act of God;
- (e) fire, lightning, earthquake, drought, flood, storm, tempest, washaway or adverse weather conditions;
- (f) act or restraint of any governmental or semi-governmental or other public or statutory authority;
- (g) failure of or interruption to the supply of electricity, telecommunications services or another utility or service that is beyond the reasonable control of the party affected;
- (h) another event or circumstance which is beyond the reasonable control of the party affected, the occurrence of which does not involve a breach of this agreement by that party.

GST means any goods and services tax, value-added tax or similar tax or imposition which is imposed on supplies of goods, services or other things.

GST Act means *A New Tax System (Goods and Services) Tax Act 1999* and any other law imposing, regulating or administering a GST.

In-Kind Benefits means any goods or services specified in Item 8.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and elsewhere throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, know-how, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of any such rights.

Item means a numbered item in the Items Schedule.

Items Schedule means the schedule with that heading which forms part of this agreement.

Material means anything in which Intellectual Property Rights subsist or can subsist.

Personal Information has the meaning given to it by the *Information Privacy Act 2009*, which at the Start Date is "information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion".

Sponsored Organisation means the person or organisation named in Item 1.

Sponsor Level is specified in Item 4.

Logo means the logo provided by Council to the Sponsored Organisation including any variant of it and any reference, image, phrase or indicia in relation to that logo whether verbal, in writing or in print.

Sponsored Activity means the event or activity specified in Item 2.

Sponsorship Fee means the amount specified in Item 7.

Sponsorship Benefits means the benefits and rights described in Item 3.

Start Date means the date specified in Item 5.

Statutory Requirement means an obligation under any applicable;

- (a) Act of Parliament;
- (b) Regulation, order, by-law, rule, local law, proclamation or other statutory instrument or subordinate legislation under any Act of Parliament; or
- (c) Approval, consent, licence, authority, permit, notice, order, direction, instrument or requirement issued, given or made under any of the above.

Term means the period specified in Item 6 (subject to clause 15).

2 Grant of Sponsorship Benefits

- 2.1 The Sponsored Organisation grants to Council the Sponsorship Benefits on the terms of this agreement.

3 Sponsor Level

- 3.1 If the Sponsor Level is "Exclusive Sponsor", the Sponsored Organisation will not in connection with the Sponsored Activity:
- (a) recognise any other person or organisation as Council's sponsor or as the sponsor of the Sponsored Activity, in any advertising or promotional material or in any other way; or
 - (b) grant any rights identical or similar to the Sponsorship Benefits to any other person or organisation.
- 3.2 If the Sponsor Level is "Principal Sponsor", the Sponsored Organisation will not in connection with the Sponsored Activity recognise any other person or organisation as Council's sponsor or as the sponsor of the Sponsored Activity, in any advertising or promotional material or in any other way, without also referring to Council as the principal sponsor of the Sponsored Activity with at least the same degree of prominence as is given to the other sponsor.
- 3.3 If the Sponsor Level is "Major Sponsor", the Sponsored Organisation:

- (a) may confer the status of "principal sponsor" on one other person or organisation and give greater prominence to that principal sponsor in any advertising or promotional material or in any other way in relation to the Sponsored Activity; but
- (b) will not otherwise in connection with the Sponsored Activity recognise any other person or organisation as Council's sponsor or as the sponsor of the Sponsored Activity, in any advertising or promotional material or in any other way, without also referring to the Sponsor as a major sponsor of the Sponsored Activity with at least the same degree of prominence as is given to the other sponsor.

- 3.4 If the Sponsor Level is "Sole Industry Sponsor", the sponsored organisation will not:

- (a) in relation to the Sponsored Activity grant any rights identical or similar to the Sponsorship Benefits to; or
- (b) recognise as the Sponsored Organisation's sponsor or as the sponsor of the Sponsored Activity in any advertising or promotional material or in any other way; or
- (c) include in the name of the Sponsored Activity, or promote or conduct or otherwise refer to the Sponsored Activity by a name or description that includes, the name or any trade mark (including any product or service name) of or any name, word, expression, logo or make derived from or associated with the name or any trade mark (including any product or service name) of,

any person or organisation whose principal business is in direct competition with the principal business of Council

4 Sponsorship Fee and In-Kind Benefits

- 4.1 Council will pay to the Sponsored Organisation the Sponsorship Fee by equal instalments in advance over the period specified in Item 7, at the frequency specified in Item 7.
- 4.2 Council will provide to the Sponsored Organisation In-Kind Benefits at the time or times that they are stated in Item 8 to be deliverable.

5 GST

- 5.1 Each amount payable by Council to the Sponsored Organisation under this agreement is expressed on a GST-exclusive basis.
- 5.2 If an amount payable by Council to the Sponsored Organisation under this agreement represents consideration for a taxable supply under the GST Act, then:

- (a) the amount is to be increased by the amount of GST payable under the GST Act on the taxable supply; and
- (b) the Sponsored Organisation must, before being entitled to recover that increased amount, give Council a tax invoice complying with the GST Act.

5.3 If the provision of In-Kind Benefits by Council to the Sponsored Organisation under this agreement represents consideration for a taxable supply under the GST Act, then:

- (a) Council will pay to the Sponsored Organisation the amount of GST payable under the GST Act on the taxable supply; and
- (b) The Sponsored Organisation must, before being entitled to recover that amount, give Council a tax invoice complying with the GST Act.

6 The Sponsored Organisation's obligations

6.1 During the Term, the Sponsored Organisation will:

- (a) carry on or procure the carrying on of the Sponsored Activity; and
- (b) use its best endeavours to ensure that Council receives the Sponsorship Benefits in accordance with this agreement; and
- (c) if the Term expires by the passage of time and Council requests the Sponsored Organisation to do so, give Council a report on the Sponsored Activity and its outcomes within 28 days after the end of the Term.

6.2 The Sponsored Organisation agrees:

- (a) to carry on, or require its contractors to carry on, the Sponsored Activity in a professional manner; and
- (b) in carrying on the Sponsored Activity to comply with, or require its contractors to comply with, all applicable laws including the *Work Health and Safety Act 2011*.
- (c) In carrying out the Sponsored Activity to comply with, or require its contractors to comply with all Statutory Requirements to which the Sponsored Organisation is at any time subject to.
- (d) To hold, maintain, keep current and comply with all conditions of all Licences or Permits which the Sponsored Organisation requires by law in connection with carrying out the Sponsored Activity.
- (e) Neither this agreement, nor the relationship between the Sponsored Organisation and Council or anything done under this agreement is to be construed as a consent or approval to carry on the Sponsored Activity or a consent or

approval required under a Statutory Requirement.

7 Council's obligations

7.1 Neither this agreement, nor the relationship between the Sponsored Organisation and Council or anything done under it, is an endorsement of the Sponsored Organisation by Council or its products and services and Council will not engage in any activity that might reasonably be seen as representing that there is any such endorsement.

7.2 Council must not, either during the Term or (if this agreement is entered into before the Start Date) before the Term do anything or become involved in any situation which, objectively or in the reasonably held opinion of the Sponsored Organisation:

- (a) brings or is likely to bring the Sponsored Organisation or the Sponsored Activity into public disrepute, contempt, scandal or ridicule; or
- (b) offends public opinion or reflects unfavourably on the reputation of the Sponsored Organisation or of the Sponsored Activity.

7.3 If the Sponsorship Benefits include the right on the part of Council or a person selected or nominated by Council to attend an event or function on premises under the Sponsored Party's control, Council must comply, and must ensure that the selected or nominated person complies, with any reasonable directions given by Council in relation to access to or use of the premises.

7.4 Council:

- (a) warrants that before signing this agreement, it has explicitly disclosed to the Sponsored Organisation if it knows or should reasonably know that there exists:
 - (i) a conflict between Council's interests under this agreement and its regulatory interests, duties, functions or accountabilities; or
 - (ii) a reasonable apprehension of such a conflict or of its possibility, other than a general conflict or apprehension
- (b) must not do anything during the Term to create any such conflict or apprehension.

8 Intellectual property – Council

8.1 Council grants the Sponsored Organisation a non-exclusive, non-transferable, royalty free licence during the Term to use Council's name and Council's Logo:

- (a) for the purpose of promoting or advertising the Sponsored Activity in accordance with clause 10; or
- (b) for another purpose with the prior approval of the Council,

but only if the Sponsored Organisation complies with the requirements in any style guide or manual that Council gives to the Sponsored Organisation, and tells the Sponsored Organisation that it must comply with, from time to time.

- 8.2 On signing this agreement and afterwards when requested by the Sponsored Organisation, the Council will provide the Sponsored Organisation with the Council's Logo in the format requested by the Sponsored Organisation for use by the Sponsored Organisation under subclause 8.1.
- 8.3 Nothing in this agreement affects in any way the ownership of Council's Intellectual Property Rights.

9 Intellectual property – Sponsored Organisation

- 9.1 The Sponsored Organisation grants to Council a non-exclusive, non-transferable, royalty free licence during the Term to use the Approved Sponsored Organisation Material:
- (a) for the purpose of promoting or advertising the Sponsored Activity; or
 - (b) for another purpose with the prior approval of the Sponsored Organisation,
- but only if Council complies with the requirements in any style guide or manual that Sponsored Organisation gives to Council, and tells Council that it must comply with, from time to time.
- 9.2 On signing this agreement and afterwards when requested by Council, the Sponsored Organisation will provide Council with the Approved Sponsored Organisation Material in the format requested by Council for use by Council under subclause 9.1.
- 9.3 Nothing in this agreement affects in any way the ownership of the Sponsored Organisation's Intellectual Property Rights.
- 9.4 In particular, Council does not get any Intellectual Property Rights in:
- (a) any Material relating to the Sponsored Activity; or
 - (b) any Material created in the course of carrying on, promoting or advertising the Sponsored Activity.

10 Advertising and promotion

- 10.1 Both Council and the Sponsored Organisation may advertise, promote or publicise:
- (a) the Sponsored Activity; and
 - (b) the fact that Council is a sponsor of the Sponsored Activity.
- 10.2 However, before Council publishes an advertisement which represents anything more specific than the fact that Council is a sponsor of the Sponsored Activity,

Council must get the Sponsored Organisation's written approval of the advertisement. The Sponsored Organisation will not unreasonably withhold its approval.

11 Relationship management

- 11.1 Council and the Sponsored Organisation must each appoint a project manager for the implementation of this agreement. If either party has already appointed a project manager, their name and contact details are in Item 10 and Item 11 respectively. Council and the Sponsored Organisation may change the identity of their respective project managers by giving notice to the other party.
- 11.2 The role of the appointed project managers is to meet to discuss the implementation of this agreement. If one project manager requests a meeting with the other at a reasonable venue and gives reasonable notice, the other project manager must use all reasonable endeavours to attend and cooperatively participate in the meeting.
- 11.3 If a dispute arises between the parties in relation to this agreement, neither party will start any court proceedings (other than proceedings seeking urgent relief such as an injunction) about the dispute unless:
- (a) one party has notified the other party that there is a dispute and in general terms what the dispute is about; and
 - (b) at least 14 days have elapsed since the notification (during which it is intended that the parties will confer and try to resolve the dispute or agree on an alternative dispute resolution process to resolve it).

12 Confidentiality

- 12.1 Each party agrees not to use or disclose the other party's Confidential Information except to the extent that:
- (a) it discloses the Confidential Information to its directors, agents, professional advisers, employees and contractors:
 - (i) solely for the exercise of rights or the performance of obligations under this agreement; and
 - (ii) who need to know the Confidential Information for that purpose; or
 - (b) it discloses the Confidential Information to its professional advisers or consultants who are under a duty of confidentiality; or
 - (c) it discloses the Confidential Information to the extent that it is required to be disclosed by applicable law (including, in the case of a disclosure by Council, the *Right to Information Act 2009*) or under compulsion of law by a court

or government agency or by the rules of any relevant regulator.

12.2 Each party acknowledges that:

- (a) the other party may suffer financial and other loss and damage if any unauthorised act occurs in relation to the other party's Confidential Information, and monetary damages would be an insufficient remedy; and
- (b) in addition to any other remedy available at law or in equity, the other party will be entitled to injunctive relief to prevent a breach of, and to compel specific performance of, the first mentioned party's obligations under this agreement relating to the other party's Confidential Information.

12.3 Except to the extent permitted by clause 10, Council must not issue any statement or release any information relating to this agreement without the Sponsored Organisation's prior written consent.

13 Information privacy

13.1 If the Sponsored Organisation collects or has access to Personal Information in order to perform its obligations under this agreement, it must:

- (a) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* in relation to the discharge of its obligations under this agreement as if the Sponsored Organisation was Council; and
- (b) not use, disclose or transfer outside of Australia, Personal Information obtained under this agreement except for the purpose of performing this agreement, unless required or authorised by law; and
- (c) immediately notify Council if the Sponsored Organisation becomes aware that a disclosure of Personal Information is, or may be required or authorised by law; and
- (d) ensure that access to Personal Information is restricted to its employees and officers who require access in order to perform their duties under this agreement; and
- (e) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under this agreement; and
- (f) ensure that its subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Sponsored Organisation under this clause and ensure that any of its subcontracts include an equivalent clause binding its subcontractors to this clause; and

- (g) fully cooperate with Council to enable Council to respond to applications for access to, or amendment of, a document containing Personal Information and privacy complaints; and
- (h) comply with such other privacy and security measures as Council reasonably advises the Sponsored Organisation in writing from time to time.

13.2 If the Sponsored Organisation is an "agency" as defined by the *Information Privacy Act 2009*, the Sponsored Organisation acknowledges that, in addition to the obligations under this clause of the agreement, the Sponsored Organisation is otherwise bound to comply with the *Information Privacy Act 2009*.

13.3 On request by Council, the Sponsored Organisation must obtain from its employees, officers, agents or subcontractors engaged for the purposes of the agreement, an executed deed of privacy in a form acceptable to Council.

13.4 The Sponsored Organisation must immediately notify Council on becoming aware of any breach of this clause.

14 Rearrangement or cancellation of the Sponsored Activity

14.1 The Sponsored Organisation may rearrange or cancel (in whole or part) the Sponsored Activity at the sole discretion of the Sponsored Organisation in the case of unforeseen circumstances, including an External Event.

14.2 The Sponsored Organisation must notify Council of any such rearrangement or cancellation promptly following such a decision.

14.3 If the Sponsored Activity:

- (a) is cancelled (in whole or part); or
- (b) ceases to operate; or
- (c) is rearranged to the extent that a significant part of the events constituting the Sponsored Activity will not take place during the Term; or
- (d) is rearranged to the extent that the scope of the events constituting the Sponsored Activity is significantly reduced in a manner that will significantly prejudice Council,

then:

- (e) the Term ends, unless the Sponsored Organisation and Council agree otherwise; and
- (f) The Sponsored Organisation and Council will meet to discuss Council's entitlement to a refund of the Sponsorship Fee that is reasonable in all the circumstances, taking into consideration any monies already expended by the Sponsored

Organisation in relation to the Sponsored Activity; and

- (g) any amount of the Sponsorship Fee that is to be refunded by the Sponsored Organisation to Council will be refunded within 14 days of the parties agreeing the amount of the Sponsorship Fee to be refunded; and
- (h) the Sponsored Organisation's entitlements to receive any further payments of the Sponsorship Fee or In-Kind Benefits under this agreement will cease immediately, unless the Sponsored Organisation and Council agree otherwise.

15 Ending of the Term

15.1 Despite any other provision of this agreement, Council or the Sponsored Organisation may terminate this agreement and bring the Term to an end early if:

- (a) the other party breaches this agreement in a way that is capable of being remedied and:
 - (i) the terminating party has given the other party a notice specifying the breach and asking the other party to remedy it within a period of not less than 14 days specified in the notice; and
 - (ii) the other party has not remedied the breach within that period; or
- (b) the other party repudiates this agreement; or
- (c) the other party becomes an externally-administered body corporate as defined by the *Corporations Act 2001*, an insolvent under administration as defined by the *Corporations Act 2001* or commits an act of bankruptcy.

15.2 Despite any other provision of this agreement, the Term also ends early if:

- (a) Council breaches subclause 7.1 or 7.2 and the Sponsored Party elects to terminate this agreement; or
- (b) paragraph 14.3(e) says so; or
- (c) the Sponsored Organisation considers that there exists:
 - (i) a conflict between the Sponsored Organisation's interests under this agreement and its regulatory interests, duties, functions or accountabilities; or
 - (ii) a reasonable apprehension of such a conflict or of its possibility,and elects to terminate this agreement.

15.3 At and from the end of the Term:

- (a) Council
- (b) accrued rights or remedies of a party under this agreement can still be exercised or enforced; and

(c) on request, each party must deliver to the other all material in the first party's custody, care or control which is, incorporates or records:

- (i) any of the other party's Confidential Information; or
 - (ii) any Material in which the other party owns the Intellectual Property Rights (other than any Material created in accordance with subclause 8.1 or 9.1); and
- (d) the continued operation of:
- (i) clauses 1, 5, 8, 9, 12, 13, 15, 17 and 18 (except to the extent that they cannot sensibly be applied after the end of the Term); or
 - (ii) another provision of this agreement which is expressly or by implication intended to come into force or continue in effect,
- is not affected.

16 Transfer of agreement

16.1 Neither the Sponsored Organisation nor Council can transfer any of its rights or obligations under this agreement except with the written consent of the other party.

17 Notices and communications

17.1 Either party may give the other a notice or communication under this agreement by:

- (a) sending it by any form of prepaid post to any postal or street address specified for that party in Item 12 or Item 13; or
- (b) having it delivered to any street address specified for that party in Item 12 or Item 13; or
- (c) sending it by facsimile transmission to any facsimile number specified for that party in Item 12 or Item 13; or
- (d) sending it by email to any email address specified for that party in Item 12 or Item 13; or
- (e) if the notice or other communication is to Council, using a method for serving notices on a local government provided by the *Local Government Act 2009*; or
- (f) if the notice or other communication is to the Sponsored Organisation and the Sponsored Organisation is a company, using a method provided by section 109X of the *Corporations Act 2001*; or
- (g) by giving the notice to the project manager appointed for the other party under this agreement.

17.2 Either party may delete any address, facsimile number or email address specified in Item 12 or Item 13, or add new ones, by giving the other party a notice. From then, any deleted address, facsimile number or email address is taken not to be specified in Item 12 or Item 13 (as the case requires), and any new one is taken to be specified in Item 12 or Item 13 (as the case requires).

17.3 If either party gives the other party a notice by:

- (a) sending it by any form of prepaid post, it is taken to have been given on the date when it would have been delivered in the ordinary course of the post; or
- (b) sending it by facsimile transmission, it is taken to have been given:
 - (i) only if it has been successfully transmitted according to a report produced by the sending machine or software; and
 - (ii) at the time of successful transmission according to the report, if that time is between 9am and 5pm on a Business Day; and
 - (iii) at 9am on the next Business Day, if the time of successful transmission according to the report is not between 9am and 5pm on a Business Day; or
- (c) sending it by email transmission, it is taken to have been given:
 - (i) unless the sender receives an automated reply message to the effect that the email could not be delivered or the email address to which it was sent does not exist (*an "out of office" reply does not count*); and
 - (ii) at the time of transmission, if that time is between 9am and 5pm on a Business Day; and
 - (iii) at 9am on the next Business Day, if the time of transmission is not between 9am and 5pm on a Business Day.

18 General

18.1 If Item 14 says that there are special conditions attached:

- (a) those special conditions form part of this agreement; and
- (b) to the extent that the special conditions are inconsistent with a provision of the Agreement Terms, the special conditions prevail.

18.2 The laws of Queensland, Australia govern this agreement. The courts of Queensland at Ipswich and Brisbane, and the courts of appeal from those courts,

have non-exclusive jurisdiction within their jurisdictional limits (in relation to monetary amounts and remedy sought but without restriction in relation to geographical jurisdiction) to hear and determine disputes under or about this agreement.

18.3 Times, periods and dates under this agreement are to be reckoned according to the time and date in Ipswich.

18.4 If this agreement gives either party a discretion, such as if this agreement provides for the party's consent or approval before something may be done, then unless this agreement requires otherwise, the discretion is unlimited and the party with it does not have to give the other party reasons for exercising it or not exercising it.

18.5 This agreement does not create a relationship of employment, trust, agency, partnership or joint venture between the parties.

18.6 A clause or part of a clause of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining clauses or parts of the clause of this agreement continue in force.

18.7 This agreement supersedes all previous agreements about its subject matter. This agreement embodies the entire agreement between the parties.

18.8 A right under this agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

18.9 In this agreement:

- (a) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included; and
- (b) this agreement is not to be interpreted against the interests of a party merely because that party proposed this agreement or some provision in it or because that party relies on a provision of this agreement to protect itself; and
- (c) a reference to a party is a reference to you or us, and a reference to the parties is a reference to both you and us; and
- (d) a reference to applicable law is to any relevant law (including any subordinate or delegated legislation or statutory instrument of any kind) of a jurisdiction in or out of Australia, and also to any relevant judgment, order, policy, guideline, official directive, code of conduct, authorisation or request (even if it does not have the force of law) of any government agency or regulatory body, such as a stock exchange, within or outside Australia.

Special conditions

1. The Sponsored Organisation must maintain public liability insurance to at least the value of \$20,000,000, for the full term of the sponsored activity.
2. The Sponsored Organisation must produce a certificate of currency of public liability insurance to Council, prior to commencing the sponsored activity.
3. The following are responsibilities of the Sponsorship Organisation:
 - a. Event coordination and general marketing of the Brassall Christmas in the Park.
 - b. Acknowledgement of Ipswich City Council as a Major Partner and delivery of the sponsorship benefits detailed at Item 3.
 - c. Provision of monthly planning updates – Sept to December.
4. Council will be given the opportunity to provide a representative to attend key planning meetings.
5. The following sponsorship payment schedule will apply:

2019

 - a. 1 November 2019 upon presentation of proposed program – Payment of \$10,000 (plus GST)
 - b. 20 December 2019 following event delivery – Payment of \$5,000 (plus GST)

2020

 - a. 1 November 2020 upon presentation of proposed program – Payment of \$10,000 (plus GST)
 - b. 20 December 2020 following event delivery – Payment of \$5,000 (plus GST)

2021

 - a. 1 November 2021 upon presentation of proposed program – Payment of \$10,000 (plus GST)
 - b. 20 December 2021 following event delivery – Payment of \$5,000 (plus GST)

6. Acquittal of Sponsored Activity

- a. Unless otherwise agreed in the Sponsorship Agreement. The Sponsorship Organisation/Person must report to Council by completing a Council acquittal form (including all matters, referred to in special condition 2 below) within one month, from the date the Sponsored Activity is concluded.
- b. Completion of a report in relation to the Sponsored Activity, must be documented in the online acquittal form provided by Ipswich City Council, and must include, but is not limited to, the following information:
 - a) A statement of income and expenditure for the Sponsored Activity and all receipts related to expenditure of funds allocated by Council to the Sponsored Activity; and
 - b) A description of the main activities undertaken for the Sponsored Activity and significant outcomes and achievements from the Sponsored Activity; and
 - c) Attendance of any notable public figures who supported the Sponsored Activity (if applicable); and
 - d) **All media coverage** of the Sponsored Activity (including media reports, press releases, indicating attempts at coverage); and
 - e) **Feedback received** about the Sponsored Activity, including any spontaneous or surveyed feedback; and
 - f) **Other sponsorship arrangements** that the Sponsored Organisation/person received for the Sponsored Activity; and
 - g) Notification of any **perceived sponsored benefits, Ipswich City Council may have gained** from sponsorship of the Sponsored Activity; and
 - h) **Photographs and images** taken during the event; and
 - i) Copies of marketing and promotional materials.