



City of
Ipswich

**IPSWICH
CITY
COUNCIL**

AGENDA

of the

ECONOMIC DEVELOPMENT COMMITTEE

**Held in the Council Chambers
2nd floor – Council Administration Building
45 Roderick Street
IPSWICH QLD 4305**

**On Tuesday, 13 August 2019
At 8:30 am**

MEMBERS OF THE ECONOMIC DEVELOPMENT COMMITTEE

Interim Administrator
Greg Chemello (**Chairperson**)

ECONOMIC DEVELOPMENT COMMITTEE AGENDA

8:30 am on **Tuesday**, 13 August 2019

Council Chambers

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** Item includes confidential papers

ECONOMIC DEVELOPMENT COMMITTEE NO. 8

13 AUGUST 2019

AGENDA

1. **FY19 DISCOVER IPSWICH CAMPAIGN REPORT WRAP-UP**

This is a report concerning the outputs and outcomes of council's Destination Development section as part of the Community, Cultural and Economic Development department for the year ending June 2019.

RECOMMENDATION

That the report concerning the outputs and outcomes of council's Destination Development section as part of the Community, Cultural and Economic Development department for the year ending June 2019 be received and its contents noted.

2. **COMMUNITY CHRISTMAS CAROLS - PARTNERSHIP AGREEMENTS**

This is a report concerning council's proposed support of two (2) significant community Christmas events through multi-year partnerships to assist with their financial stability as the events continue to grow and delivery costs increase, allowing them to meet the expectations of the attending community.

The proposed multi-year partnerships (Attachment A and Attachment B) will sit outside council's grant program under the Event Sponsorship policy, allowing council to be acknowledged as a Major Sponsor.

These community events do not strongly meet the selection criteria of the Event Sponsorship program, and a second set of guidelines and selection criteria, to support this type of multi-year community partnership, need to be developed under the Event Sponsorship policy.

The current lead-time does not allow for these guidelines and selection criteria to be developed before the two community Christmas events require confirmation of council's support and therefore it is requested that council approve the two multi-year partnerships in the interim.

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

- A. That Brassall Christmas in the Park receive the following council support:
- 2019 - \$19,595.00 combined value of event sponsorship and in-kind assistance

-
- 2020 - \$15,000.00 ex GST event sponsorship
 - 2021 - \$15,000.00 ex GST event sponsorship
- B. That Carols at Robelle Domain receive the following council support:
- 2019 - \$19,178.50 combined value of event sponsorship and in-kind assistance
 - 2020 - \$15,000.00 ex GST event sponsorship
 - 2021 - \$15,000.00 ex GST event sponsorship
- C. That the General Manager (Community Cultural and Economic Development) be authorised to make amendments to the draft agreements if deemed necessary.
-

3. ****IPSWICH CENTRAL PROGRAM REPORT NO. 14 TO 16 JULY 2019**

This is a report concerning a monthly update for the Ipswich Central Program of Works.

RECOMMENDATION

That the report on the Ipswich Central Program Report No. 14 effective to 16 July 2019 be received and the contents noted.

**** Item includes confidential papers**

and any other items as considered necessary.

Doc ID No: A5684104

ITEM: 1
SUBJECT: FY19 DISCOVER IPSWICH CAMPAIGN REPORT WRAP-UP
AUTHOR: DESTINATION DEVELOPMENT MANAGER
DATE: 25 JULY 2019

EXECUTIVE SUMMARY

This is a report concerning the outputs and outcomes of council's Destination Development section as part of the Community, Cultural and Economic Development department for the year ending June 2019.

RECOMMENDATION/S

That the report concerning the outputs and outcomes of council's Destination Development section as part of the Community, Cultural and Economic Development department for the year ending June 2019 be received and its contents noted.

RELATED PARTIES

Ipswich Tourism Operators Network

ADVANCE IPSWICH THEME LINKAGE

Strengthening our local economy and building prosperity

PURPOSE OF REPORT/BACKGROUND

Council's Destination Development section is actively engaged in destination marketing, industry development and major events with the purpose of increasing the region's visitor economy. We aim for Ipswich to be recognised as an accessible daytrip and short break destination within the south east Queensland market.

The priorities of the Destination Development section have been based on the Ipswich Destination Plan developed in 2019 to coordinate the industry cluster and focus activities on increasing visitor demand, visitation and expenditure in the region. Entertainment, hospitality and accommodation businesses for reference generally make up the tourism cluster and employs over 15,000 in the City of Ipswich.

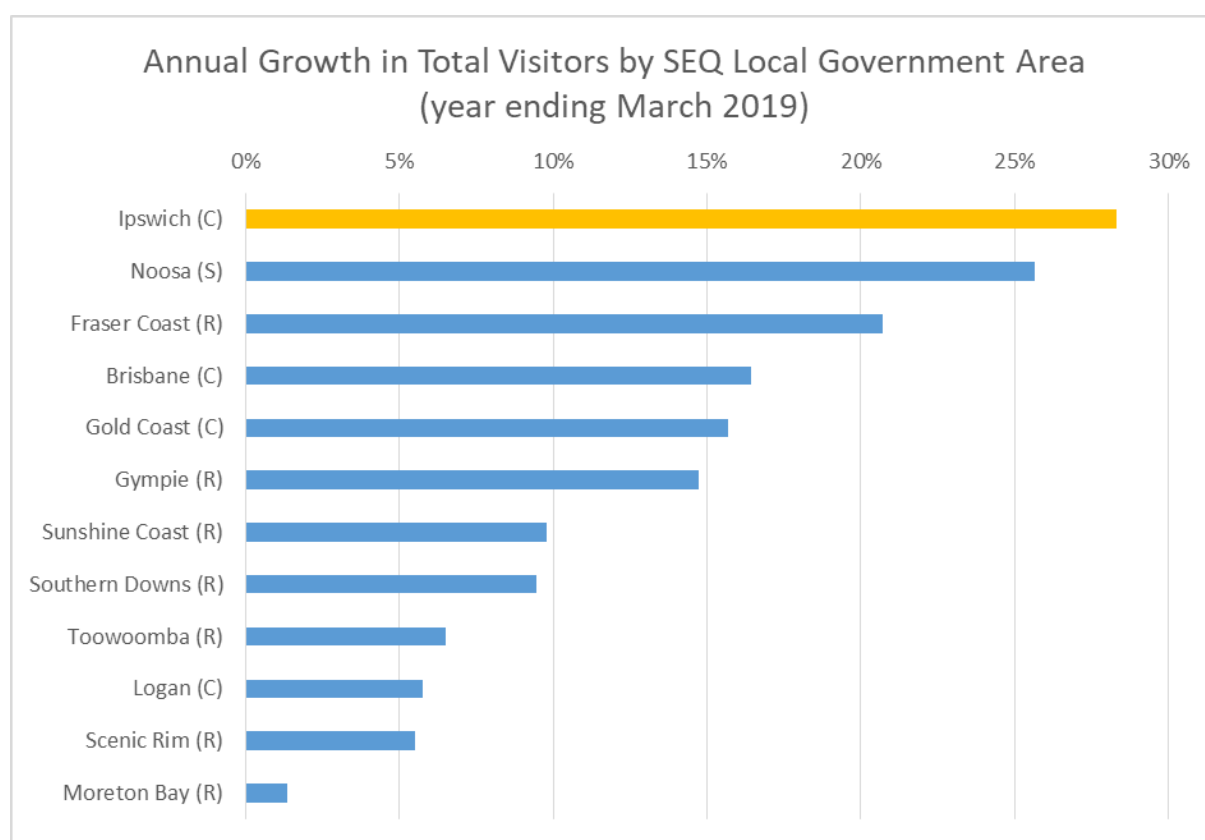
Council will achieve the targeted growth in market share, visitor arrivals and expenditure by continually increasing the destination product offering through industry development and the destination demand through effective marketing and new infrastructure.

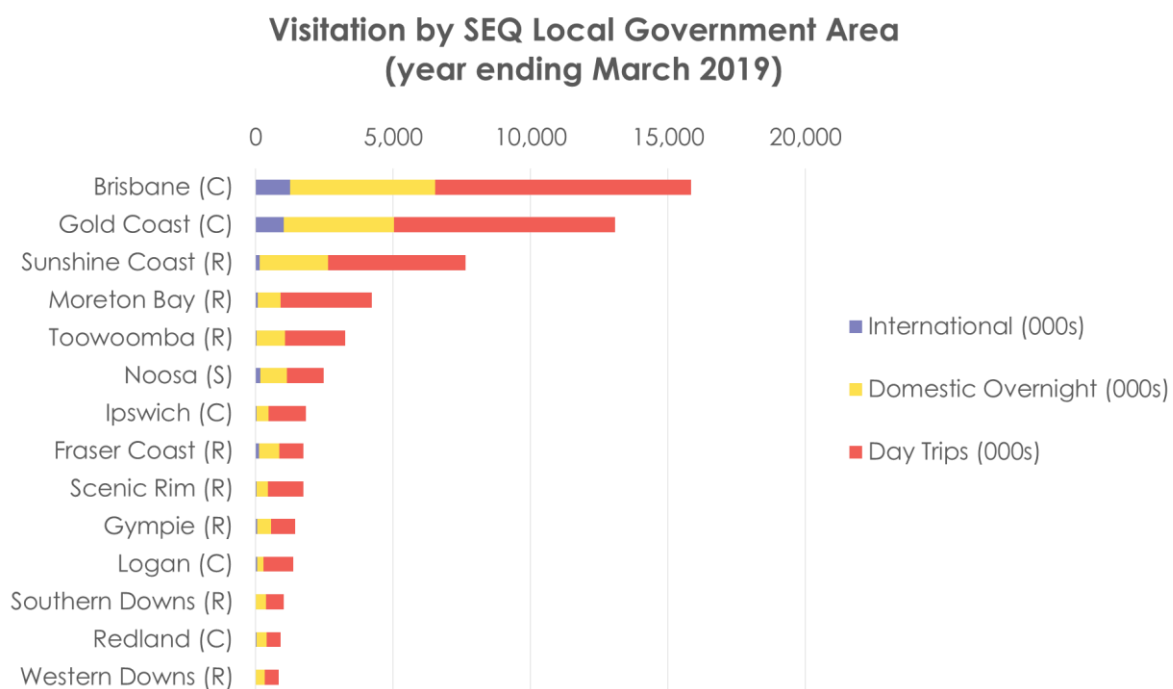
INDUSTRY SUMMARY

Latest data from Tourism Research Australia indicates total visitor arrivals to Ipswich increased 28.3% or 401,549 visitors to a total 1,819,114 visitors in the 12 months ending March 2019 conservatively valuing the visitor economy at \$284,000,000.

Market	Visitors		Variance
	YE Mar 2018	YE Mar 2019	
Domestic Overnight Arrivals	299,000	438,000	+46.5%
Domestic Day Trips	1,096,000	1,351,000	+23.3%
International Overnight Arrivals	22,595	30,144	+33.4%
Total Arrivals	1,417,595	1,819,144	+28.3%

Source: March 2019 Tourism Research Australia, National and International Visitor Survey





INDUSTRY RECOGNITION

1. Australian Effie Award 2019 Finalist in the Travel, Leisure, Media and Best Smaller State Campaign
2. Australian Effie Award 2018 Bronze for Travel, Leisure and Media
3. Global Webby Awards 2018 (Honouree) for Content Marketing/New website
4. Queensland Tourism Awards 2018 Silver for Visitor Information Services

KEY INDICATORS

A leading indicator for the success of destination marketing activity is measurable consumer engagement across the Discover Ipswich platforms. The new website launched in Oct 2018 has seen a 145% increase in unique visitors when compared to the same period last year and has generated 70,880 leads to operators.

Platform	Metric	FY17/18 Target	Final Result	% of Target
Website				
Website	Unique Visitors	900,000	1,308,434	+145%
Leads	Leads to Operators	45,000	70,880	+158%
Publicity, Content and Social Media				
Social Consumer Engagement	Total number of consumer engagements	1,000,000	775,546	+78%
Media + Social	Equivalent Value	\$1,250,000	\$2,143,223	+171%
Content	Total content pieces produced	84	103	+123%
Industry Engagement				
Site visits	Operator site visits	30	30	+160%
ITON	Industry Quarterly meetings	3	3	100%
Co-Operative Advertising	ITON operators	\$30,000	\$31,750	+105%
Business Meetings	ITON Operators	30	48	+160%
Visitor Information Services				
Gross Revenue	Sales	\$316,000	\$351,178	+11%
Famils	Training events	6	6	100%
Enquiries	Phone/Digital	19,772	19302	-2.3%

ADDITIONAL ACTIVITY:

1. Google partnership to map the City
2. [2019-2023 City Destination Plan](#) finalised
3. 125,384 Discover Ipswich magazine produced
4. New products developed including:
 - Animal Encounters at the Nature Centre
 - Japanese Tea Ceremony at Nerima Gardens
5. Launch of monthly operator media news alerts
6. Seasonal campaigns launched: Christmas/Easter/Mother's Day/Father's Day/Australia Day/Ekka
7. The 103 Discover Ipswich content pieces can be viewed [here](#).
8. Channel's 7 Great Day Out Ipswich episodes can be viewed [here](#).

9. Radio activity can be heard at:
- 97.3: <http://discoveripswich.com.au/973>
 - 94.9: <https://www.discoveripswich.com.au/RIVER949/>
10. Groups Attraction Program launched to encourage more groups (Probus/Corporate/Educational/Touring) into the city to support Mon-Fri trade.

EVENTS ORGANISED, PARTICIPATED OR SUPPORTED:

- | | |
|---|----------------|
| 1. Great Houses of Ipswich Bus Tours | September 2018 |
| 2. Effervescence Champagne Festival | September 2018 |
| 3. Canon Collective Photography workshop - RAAF | September 2018 |
| 4. Halloween Ghost Bus Tour | October 2018 |
| 5. ITON – Major Events Showcase | October 2018 |
| 6. National Trust Heritage Conference | November 2018 |
| 7. CMC Rocks | March 2019 |
| 8. Winternationals | June 2019 |

FINANCIAL/RESOURCE IMPLICATIONS

Not Applicable

RISK MANAGEMENT IMPLICATIONS

Not Applicable

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Local Government Regulation 2012

COMMUNITY AND OTHER CONSULTATION

All activity has been completed in collaboration with operators of the Ipswich Tourism Operators Network (ITON), Event promoters and internal teams.

CONCLUSION

That the report concerning the outputs and outcomes of council's Destination Development section as part of the Community, Cultural and Economic Development department for the year ending June 2019 be received and its contents noted.

Alistair Tavares

DESTINATION DEVELOPMENT MANAGER

I concur with the recommendations contained in this report.

Ben Pole

GENERAL MANAGER - COMMUNITY, CULTURAL AND ECONOMIC DEVELOPMENT

“Together, we proudly enhance the quality of life for our community”

Doc ID No: A5687988

ITEM: 2
SUBJECT: COMMUNITY CHRISTMAS CAROLS - PARTNERSHIP AGREEMENTS
AUTHOR: SPONSORSHIP OFFICER
DATE: 26 JULY 2019

EXECUTIVE SUMMARY

This is a report concerning council's proposed support of two (2) significant community Christmas events through multi-year partnerships to assist with their financial stability as the events continue to grow and delivery costs increase, allowing them to meet the expectations of the attending community.

The proposed multi-year partnerships (Attachment A and Attachment B) will sit outside council's grant program under the Event Sponsorship policy, allowing council to be acknowledged as a Major Sponsor.

These community events do not strongly meet the selection criteria of the Event Sponsorship program, and a second set of guidelines and selection criteria, to support this type of multi-year community partnership, need to be developed under the Event Sponsorship policy.

The current lead-time does not allow for these guidelines and selection criteria to be developed before the two community Christmas events require confirmation of council's support and therefore it is requested that council approve the two multi-year partnerships in the interim.

RECOMMENDATION/S

That the Interim Administrator of Ipswich City Council resolve:

- A. That Brassall Christmas in the Park receive the following council support:**
- 2019 - \$19,595.00 combined value of event sponsorship and in-kind assistance
 - 2020 - \$15,000.00 ex GST event sponsorship
 - 2021 - \$15,000.00 ex GST event sponsorship
- B. That Carols at Robelle Domain receive the following council support:**
- 2019 - \$19,178.50 combined value of event sponsorship and in-kind assistance
 - 2020 - \$15,000.00 ex GST event sponsorship

- 2021 - \$15,000.00 ex GST event sponsorship

- C. That the General Manager (Community Cultural and Economic Development) be authorised to make amendments to the draft agreements if deemed necessary.**

RELATED PARTIES

Brassall Christmas in the Park Inc. – represented by President Greg Wilson.

Disciples Church Springfield Lakes on behalf of Greater Springfield Combined Churches – represented by President David Morrison.

ADVANCE IPSWICH THEME LINKAGE

Caring for the community

PURPOSE OF REPORT/BACKGROUND

This is a report concerning council's proposed support of two (2) significant community Christmas events through multi-year partnerships. The events are Carols at Robelle Domain and Brassall Christmas in the Park. These community Christmas events attract large attendances (above 4,000) and therefore incur significant entertainment and operational expenses. Council proposes to support these events through multi-year partnerships to assist with their financial stability as the events continue to grow and delivery costs increase, allowing them to meet the expectations of the attending community. The events will also be featured prominently in the *Christmas in Ipswich* marketing campaign.

Currently council supports a large number of small to medium sized community Christmas celebrations through dedicated Christmas and Festive Season Grants, the Community Donations Program and the In-kind Assistance Program. The dedicated Christmas Grants Program is limited to a maximum of \$2,000 support for each event. Payments made through the Community Donations Program do not allow council to be acknowledged for more significant support provided to larger Christmas events. Multi-year support cannot be facilitated through any of the programs.

The proposed multi-year partnerships will sit outside of these support programs under the Event Sponsorship policy, allowing council to be acknowledged as a Major Sponsor.

It is noted that these community events do not strongly meet the selection criteria of the Event Sponsorship program, largely designed to support major events with the potential to attract attendance from outside the region, to generate economic impact and to position the City of Ipswich as a leading events destination in Queensland.

A second set of guidelines and selection criteria, to support this type of multi-year community partnership, need to be developed under the Event Sponsorship policy.

The current lead-time does not allow for these guidelines and selection criteria to be developed and approved by council before the two community Christmas events require confirmation of council's support.

Therefore it is requested that council approve these partnerships in the interim:

Brassall Christmas in the Park

- \$15,000 ex GST per year for three years – 2019 to 2021. In addition, Brassall Christmas in the Park would receive further in-kind support through council's provision of toilets, bins, star pickets, mesh and witches hats for the 2019 year only. This will provide the coordination committee the necessary time to raise additional sponsorship to cover these costs moving forward and for the 2020 and 2021 events. This in-kind support is valued at \$4,595.00 ex GST. Total council sponsorship commitment - \$49,595.00 ex GST paid over three-years.

Carols at Robelle Domain

- \$15,000 ex GST per year for three years – 2019 to 2021. In addition, Carols at Robelle Domain would receive further in-kind support through council's provision of toilets, bins and witches hats for the 2019 year only. This will provide the coordination committee the necessary time to raise additional sponsorship to cover these costs moving forward and for the 2020 and 2021 events. This in-kind support is valued at \$4,178.50 ex GST. Total council sponsorship commitment - \$49,178.50 ex GST paid over three-years.

FINANCIAL/RESOURCE IMPLICATIONS

The outlined financial support will be covered by Event Sponsorship allocations within the 2019-2021 City Events budgets. The outlined in-kind support provided in 2019 only will be covered by the In-kind Assistance Program.

RISK MANAGEMENT IMPLICATIONS

If council does not support these events, they are both at risk of not proceeding, particularly the Brassall Christmas in the Park event (which did not proceed in 2018 due to a number of factors including funding).

By providing this multi-year support, there is a risk that council may be approached for further partnerships of this nature. Therefore it is important that the multi-year community partnership guidelines and selection criteria are developed and approved as soon as practical.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Event Sponsorship Policy

COMMUNITY AND OTHER CONSULTATION

An internal review of significant Christmas events held across the City of Ipswich was undertaken and it was established that the events in Robelle and Brassall have historically attracted the largest annual attendances.

Meetings have been held with representatives from both Carols in Robelle Domain and Brassall Christmas in the Park, including a review of their event budgets, to determine appropriate funding levels.

Consultation has also been undertaken with Community Development to ensure the requested in-kind support can be covered by the In-kind Assistance Program.

CONCLUSION



It is recommended that the Carols in Robelle Domain and the Brassall Christmas in the Park events are supported by council through multi-year partnerships to assist with their financial stability as the events continue to grow and delivery costs increase, allowing them to meet the expectations of the attending community.

The proposed multi-year partnerships will sit outside council's grant program under the Event Sponsorship policy, allowing council to be acknowledged as a Major Sponsor.

These community events do not strongly meet the selection criteria of the Event Sponsorship program, and a second set of guidelines and selection criteria, to support this type of multi-year community partnership, need to be developed under the Event Sponsorship policy.

The current lead-time does not allow for these guidelines and selection criteria to be developed before the two community Christmas events require confirmation of council's support and therefore it is requested that council approve the two multi-year partnerships in the interim.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1	Draft Partnership Agreement - Brassall Carols 
2	Draft Partnership Agreement - Carols at Robelle Domain 

Paula Watkins

SPONSORSHIP OFFICER

I concur with the recommendations contained in this report.

Carly Gregory

MARKETING SERVICES MANAGER

I concur with the recommendations contained in this report.

Ben Pole

GENERAL MANAGER - COMMUNITY, CULTURAL AND ECONOMIC DEVELOPMENT

“Together, we proudly enhance the quality of life for our community”



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 2 / Attachment 1

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:</p> <p>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 <i>TOTAL In-kind Value \$4,595</i></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	<p>Name/position: Greg Wilson - President</p> <p>Telephone number: 0423 010 260</p> <p>Email address: president.brassallcftp@gmail.com</p>
Item 11 Council's project manager	<p>Name/position: Joanna Jordan</p> <p>Telephone number: 07 3810 7367</p> <p>Email address: joanna.jordan@ipswich.qld.gov.au</p>
Item 12 Council's notice details	<p>Mailing address: PO Box 191, Ipswich, Qld, 4305</p> <p>Street address: 45 Roderick Street, Ipswich, Qld, 4305</p> <p>Facsimile number(s):</p> <p>Email address(es): joanna.jordan@ipswich.qld.gov.au</p>
Item 13 Sponsor's notice details	<p>Mailing address: PO Box 5136, Brassall, QLD, 4305</p> <p>Street address: N/A</p> <p>Facsimile number(s):</p> <p>Email address(es): president.brassallcftp@gmail.com</p>
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.

Item 2 / Attachment 1

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

Item 2 / Attachment 1

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.



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	Disciples Church Springfield Lakes on behalf of Greater Springfield Combined Churches (ABN 13 147 916 818)
Item 2	Sponsored Activity	<p>Carols at Robelle Domain</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 attract 4,000 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 and in-kind support for the 2019 event only.</p> <p>Carols at Robelle Domain 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 Carols at Robelle Domain 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 in the Robelle Domain 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.
Item 4	Sponsor Level	Major Sponsor

Item 2 / Attachment 2

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 Carols in the Robelle Domain only:</p> <p>25 x 240L General bins 20 x 240L Mixed Recycling bins Delivery and removal fee for bins to one location 18 x general portable toilets with lights (including delivery fee) 70 witches hats (to be collected and returned to Council stores) <i>TOTAL In-kind Value \$4,178.50</i></p> <p>Annual inclusion of the Carols at Robelle Domain 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	<p>Name/position: David Morrison</p> <p>Telephone number:</p> <p>Email address: dmorrison0158@gmail.com</p>
Item 11	Council's project manager	<p>Name/position: Joanna Jordan</p> <p>Telephone number: 07 3810 7367</p> <p>Email address: joanna.jordan@ipswich.qld.gov.au</p>
Item 12	Council's notice details	<p>Mailing address: PO Box 191, Ipswich, Qld, 4305</p> <p>Street address: 45 Roderick Street, Ipswich, Qld, 4305</p> <p>Facsimile number(s):</p> <p>Email address(es): joanna.jordan@ipswich.qld.gov.au</p>
Item 13	Sponsor's notice details	<p>Mailing address: PO Box 4689, Springfield, Qld, 4300</p> <p>Street address: 31 Springfield Lakes Blvd, Springfield Lakes, 4300</p> <p>Facsimile number(s):</p> <p>Email address(es): dmorrison0158@gmail.com</p>
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.

Item 2 / Attachment 2

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

Item 2 / Attachment 2

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

Item 2 / Attachment 2

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 Carols at the Robelle Domain.
 - b. Acknowledgement of Ipswich City Council as a Major Partner and delivery of the sponsorship benefits detailed at Item 3.
 - c. Provision of an additional big screen and audio system in the adjacent grassed area to cater to the anticipated overflow audience.
 - d. Provision of monthly planning updates – Sept to December.
4. Council will be given the opportunity to provide a representative to attend any 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.

Doc ID No: A5692396

ITEM: 3
SUBJECT: IPSWICH CENTRAL PROGRAM REPORT NO. 14 TO 16 JULY 2019
AUTHOR: BUSINESS SUPPORT OFFICER
DATE: 30 JULY 2019

EXECUTIVE SUMMARY

This is a report concerning a monthly update for the Ipswich Central Program of Works.

RECOMMENDATION/S

That the report on the Ipswich Central Program Report No. 14 effective to 16 July 2019 be received and the contents noted.

RELATED PARTIES

Program Management Partner, Ranbury Management Group – for the Ipswich CBD Transformation Project.

ADVANCE IPSWICH THEME LINKAGE

Strengthening our local economy and building prosperity

PURPOSE OF REPORT/BACKGROUND

This report includes Monthly Program Report No. 14 for Ipswich Central effective to 16 July 2019. It is to inform the Committee of the progress of the redevelopment works, including status of design, procurement, programme, potential risks with related mitigation strategies, etc.

FINANCIAL/RESOURCE IMPLICATIONS

Not applicable

RISK MANAGEMENT IMPLICATIONS

Not applicable

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Local Government Act 2009

COMMUNITY AND OTHER CONSULTATION

Not applicable

CONCLUSION

This report is provided as a monthly update on the Ipswich Central Program of Works.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Summary Report No 14  
	CONFIDENTIAL
2.	Executive Report No 4

Nicole Denman
BUSINESS SUPPORT OFFICER

I concur with the recommendations contained in this report.

Greg Thomas
STRATEGIC CLIENT OFFICE MANAGER

I concur with the recommendations contained in this report.

Sean Madigan
GENERAL MANAGER - COORDINATION AND PERFORMANCE

“Together, we proudly enhance the quality of life for our community”



Nicholas Street, Ipswich Central

Summary Report No.14

To 16th July 2019



Endorsed by:

Date: _____

NICHOLASST

IPSWICH CENTRAL

DOCUMENT INFORMATION

Title: Nicholas Street, Ipswich Central
Subtitle: Summary Project Management Report
Date: 25 July 2019

VERSION	DATE	OUR REFERENCE
1	25 July 2019	T:\Projects\Ipswich Central\16044-Program Management\9-Reporting\Program & Project Management Reports\2019-07 Jul

AUTHOR, REVIEWER AND APPROVER DETAILS

Prepared by: Ranbury Date: 25/07/2019

Distribution

Ipswich Central Project Steering Committee



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APPENDIX A – SUMMARY PROGRAM

APPENDIX B – SITE PHOTOS



1. Project Summary

1.1 SUMMARY

The program has been updated with Data date on 30th June 2019. A summary Gantt chart is included at **Appendix A** of this Report which reflects target completion dates as per table below.

Table 1 – Program Status Summary

Ref	Project	Current Status	Target Completion
1.1	Admin Building	Preferred Tenderer appointed	Q2 2021
1.2	Library	Preferred Tenderer appointed	Q2 2020
1.3	Civic Plaza	Preferred Tenderer appointed	Q2 2020
1.4	Car Park Upgrade	Preferred Tenderer appointed	Q2 2020
2.1	Commonwealth Hotel (Deconstruction)	Complete	Q3 2018
2.2	Commonwealth Hotel (Stabilisation)	Complete	Q2 2019
2.3	Commonwealth Hotel (Reconstruction)	Feasibility	Q2 2020
2.4	Commonwealth Hotel (Building Work)	Feasibility	Q2 2020
3.1	Nicholas St / Union Ave	In Construction	Q4 2019
4.1	Metro A (Bells St Link)	Schematic Design	Q2 2020
4.2	Metro B (2 Bell Street)	Schematic Design	Q2 2020
4.3	Eats (Food & Bev)	Schematic Design	Q2 2020
4.4	Venue (Entertainment Bldg)	Schematic Design	Q2 2020
5.1	AV Project (Nicholas / Union)	Schematic Design	Q2 2020
6.0	Demolition works	Complete	Q2 2018
7.0	Safe City Relocation	Complete	Q2 2018

Note: Program dates will be finalised upon award of the Civic Project contract.

1.1 PROGRAM AMENDMENTS

The redesign of the Library and Admin Buildings ongoing throughout the months of June and July will require the program dates are reassessed. Some aspects of the redesign will benefit / de-risk the program, other aspects may lengthen the program.



2. Design & Construction

2.1 CIVIC PROJECT

The tender evaluation for the Ipswich Central Civic Project (the “Civic Project”) has been completed and a recommendation was issued to Council for the appointment of a Preferred Tenderer. Council endorsed this recommendation on Tuesday 4 June 2019 and Hutchinson Builders were named.

The Civic Project scope of works have been revised to cover the following separable portions:

1. The Admin Building (including integrated fit-out)
2. Library (including fit-out)
3. Civic Plaza
4. Existing Car Park Upgrade

The work previously listed as separable portion 5 & 6 has been removed from the Civic Project. Separable portion 5 for landscaping works in Nicholas / Union has been assigned to Jmac (formal endorsement of this revision is anticipated from Council by end of June 2019). The removal of separable portion 6 (Bremer Street ramp demolition) is due to the anticipated deletion of this scope of work from the project.

The objective for June and July is to negotiate final contract terms with the Preferred Tenderer and implement appropriate value management options. Work on contract finalisation is progressing in the following activity streams:

2.1.1 Value Management

Up to 60 value management alternatives are being considered in an effort to ensure optimum use of funds. Hutchinson Builders have submitted further details where required for the proposed value management options, these have been provided to design consultants for them to review the technical aspects of each option. Likewise, nominated members of the Technical Working Group have provided feedback. An updated summary of Value Management options is included in Appendix 4.

2.1.2 Site Investigation

Additional site investigation has been completed particularly focussed on survey levels, ground conditions and condition of the existing car park structure.

2.1.3 Contract Clauses

Clayton Utz have met with Hutchinson Builders and Ipswich City Council separately to review contract clauses. No irreconcilable issues have been identified at this time and the team is aiming for contract formal signing to coincide with commercial agreement in late July 2019.

2.1.4 Design Change

Hutchinson Builders have engaged a selection of novated and new design consultants and have commenced documentation of the revised design summarised above. An interim design set was issued to the Technical Working Group on 9/7/2019. A presentation was given to the Technical Working Group by Hutchinson, Buchan Group (Architects) and Vee Design (Landscape Architects) on 3/7/2019.

2.1.5 Scope Change Pricing

Scope change pricing is concluding in late July based on the revised design with changes summarised below:

Administration Building

- Ceiling (and slab-to-slab) height change for Ground Floor, L01 and L08.

NICHOLASST

IPSWICH CENTRAL

- Library areas to be allocated to parts of the Ground Floor and Level 01
- Chambers to be relocated to Level 08
- Elevator arrangements to be revised to accommodate the above (ie publicly accessible lift to run to Level 08)
- Include structural, facade and stairway revisions to accommodate the above
- Customer service area to be revised as a result of the above
- Councillor facilities to be revised as a result of the above
- Staff areas changed as a result of the above

Library

- Relocate children's areas to Admin Building
- Revise footprint of library at location of existing substation
- Façade re-design
- Revise fire escape arrangements

Ramps at Bremmer Street

- Retain ramps at Bremmer Street
- Revise waste transfer arrangements
- Revise levels to accommodate truck turning circles and connection to Bradfield Bridge

HV System

- Retain library substation
- Retain Bremmer St substation in its current form
- Other:

Nicholas/Union

- Scope to be allocated to J-Mac.

2.2 COMMONWEALTH HOTEL

Work to the Commonwealth Hotel has been packaged into the following work phases:

1. **Deconstruction:** Careful deconstruction of this historic asset was completed in 2018 to ensure safety of workers and the public with oversight by suitably qualified consultants.
2. **Stabilisation:** Underpinning works to the front and rear facades and internal slabs are completed and so too is services installation.
3. **Reconstruction:** As a first step in reconstruction the consultant team will be recommended. Included in this will be a review of feasibility options.
4. **Fit-out:** The brief for any fit-out elements completed by the Council will be finalised pending completion of the feasibility study.

Following the completion of the feasibility study currently underway by Brain & Poulter the design period will commence and the forecast cost estimate will be revised.

The proposed procurement strategy for the reconstruction of the Commonwealth Hotel is:

NICHOLASST

IPSWICH CENTRAL

- Obtain three quotes from Consultants for each Design Discipline to undertake Concept, Schematic and Detailed Design phases;
- Prepare and release tender package to select panel of construction contractors with Heritage building experience;
- Let contract in late 2019/early 2020 to commence rebuild works;

2.3 NICHOLAS / UNION

Jmac Constructions continue to make progress on the Nicholas Street / Union Place project. Nominated members of the Technical Working Group undertook a preliminary review of stone and tactile types in July and the procurement will shortly be finalised.

Council formally awarded Jmac the above-grade landscaping works in late June and the details of this work are now being finalised.

Works to the southern side of Union Place, adjacent to 2 Bell Street have been put on hold, pending the outcome of the schematic design phase for the Retail works.

2.4 RETAIL

Retail fitout works are proposed to be delivered as a consolidated program of works to ensure efficiency and facilitate coordination between activities. The projects comprising the retail program include:

1. Metro A – Bell Street Link
2. Metro B – 2 Bell Street
3. Eats – Food & Beverage tenancies on the western side of Nicholas Street (lower end)
4. Venue – Entertainment building on the western side of Nicholas Street (upper end)

KPMG have undertaken an assessment of the Retail Business Case and released a draft report on 23/07/2019 outlining their findings and recommendations. KPMG and Ranbury will work together on addressing all recommendations outlined for ICC review at the September 2019 Council meeting.

On 16 July 2019, Council approved the re-engagement of the existing design consultants to undertake the Schematic Design phase for the Retail works. This phase is forecast to run for 6 – 8 weeks and deliver an updated design package and cost estimate for ICC review at the September 2019 Council meeting.

2.5 AV PROJECT

The AV work is currently listed as a separate package of work. However, many elements of the AV design are proceeding as part of the Retail Schematic Design noted above.

2.6 DEMOLITION WORK

Demolition work was completed in 2018 and included lot creation to facilitate construction of the Admin Building and adjacent Civic Project elements. The demolition work has reduced the risk and program duration of the Civic Project.

The Contractor, Hutchison Builders, are currently maintaining the site to ensure public safety and ensure the stability of the works pending a Contractor being appointed to take possession of the site and commence construction of the Civic Project. In June 2019 a final walk-through with the Superintendent was completed and return of the final security has been recommended.

2.7 SAFE CITY RELOCATION

The Safe City Relocation project has been completed.



3. Safety & Environment

3.1 PUBLIC SAFETY

On 27 June 2019 the project team was advised by ICC Safety Representatives that on the previous day (ie 26 June 2019) a staff-member of ICC had fallen near the intersection of Brisbane and Nicholas Street. The Contractor for the adjacent area (Jmac Constructions) was made aware of the issues identified and by 28 June 2019 had responded by replacing temporary surfaces with a semi-permanent surface.

3.2 SAFETY IN DESIGN

A safety-in-design workshop is scheduled to take place in August 2019. End users and maintainers of the building will be asked to attend. Council will be asked to nominate relevant staff.

3.3 ENVIRONMENT

No incidents to report.

3.4 SAFETY CONSULTANT

A request for proposals has been drafted for the procurement of a safety consultant to provide input to the project. The proposed scope of work includes:

- Review and comment on Contractors Safety Management Plan
- Attendance at Safety-InDesign workshop
- Monthly inspection and reporting
- Attendance as required during the course of construction to inspect critical issues
- Design review of safe access submission

The shortlist of proposed Safety Consultant Tenderers includes:

- DRA Safety Specialists Pty Ltd
- CGC Health Safety & Hygiene
- QRMC
- Triple A Security & Safety
- WorkSafe Connect



4. Marketing & Leasing

4.1 RETAILER ENGAGEMENT

Regular memos are issued to all Ipswich Mall tenants when any changes to entry/exit points, directional changes etc. Regular meetings are being held to propose Retailers advise us of any new products, services, special offers they have so that we can assist by promoting this via our social media channels.

4.2 SOCIAL MEDIA ENGAGEMENT

Social media metrics are summarised below for Facebook at June 2019:

- Total reach 12,638
- Total engagement 6,250
- Instagram followers 706

4.3 COMMUNITY ENGAGEMENT

On the evening of Tuesday 4 June 2019 a community engagement event was held. The evening was well attended with a number of thoughtful issues raised.

A 'Tradies Welcome Pack' is in progress and is being developed in conjunction with the Office of Economic Development. Encouraging local business (particularly food & beverage operators) to create special offers for workers on site e.g. Tradies' Lunch Box, discounts, loyalty incentives, delivery to site etc

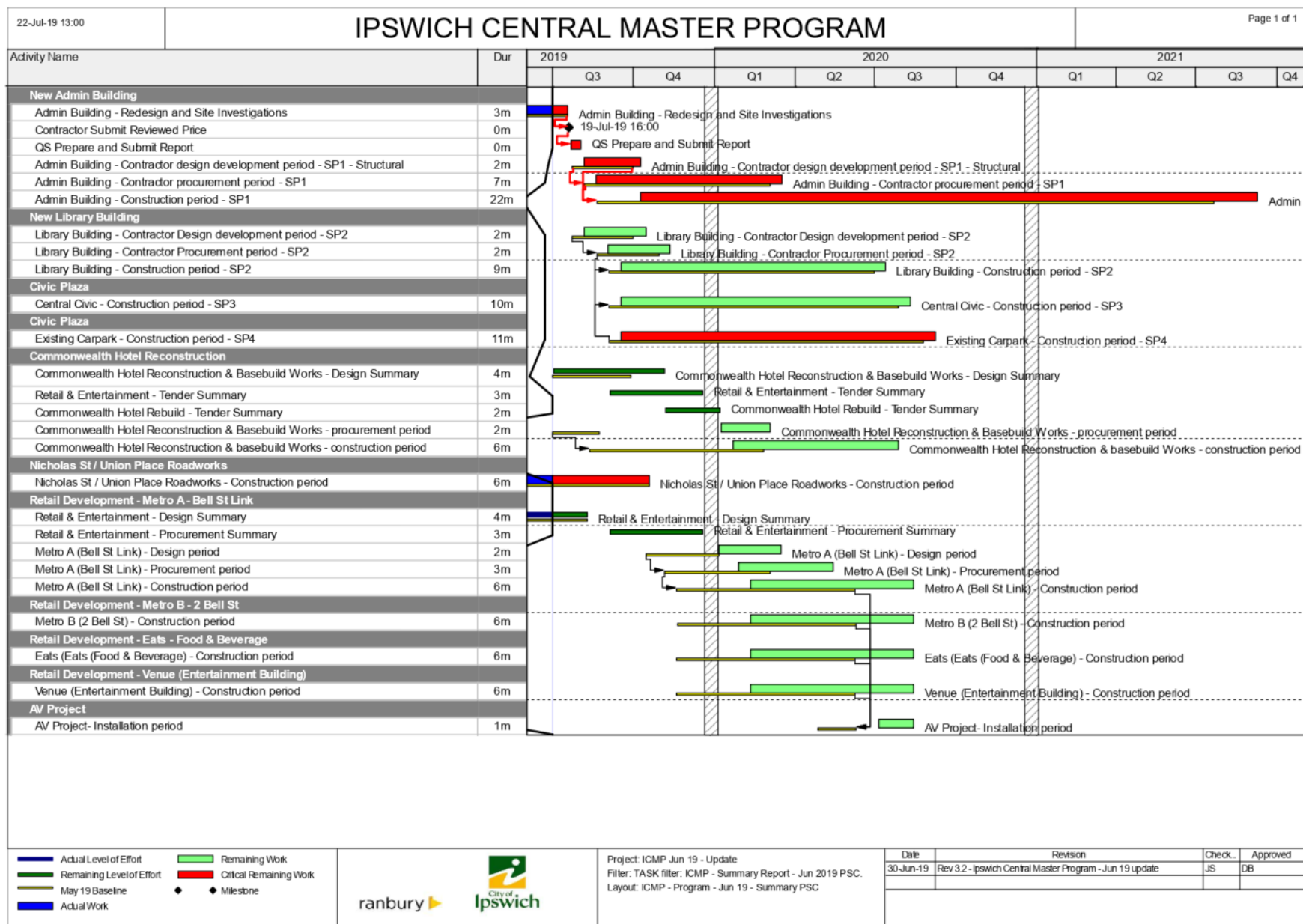
Current community engagement activities include:

- Reinstatement of stakeholder newsletter
- Planning for on-site stakeholder tour
- Delivery of editorials design to reach new sections of the community
- Creation of project office



APPENDIX A – SUMMARY PROGRAM

Item 3 / Attachment 1.





APPENDIX B – SITE PHOTOS

APPENDIX B – SITE PHOTOS



Nicholas St Southern: Services Works
Preparation



Nicholas St Central: Services works
preparation



Union Pl: Retaining Wall & Services