

DATE 2025

**Between**

**LITHGOW CITY COUNCIL (ABN 59 986 092 492)**

**and**

**[INSERT COMPANY NAME HERE]**

**(INSERT ABN HERE)**

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**SPONSORSHIP AGREEMENT**

**[INSERT EVENT NAME HERE]**

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Lithgow City Council  
180 Mort Street  
LITHGOW NSW 2790  
Tel: (02) 6354 9999  
Email: [council@lithgow.nsw.gov.au](mailto:council@lithgow.nsw.gov.au)

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<b>Deductions</b>	means any Council fees and charges incurred in relation to the Event.
<b>Event</b>	means the event titled [NAME OF EVENT] to be held at [ADDRESS].
<b>Event Period</b>	[INSERT FIRST DATE OF EVENT TO LAST DATE OF EVENT]
<b>Sponsorship</b>	[INSERT \$ AMOUNT]
<b>Sponsorship Benefits</b>	means the benefits to be provided to Council by the Event Organiser in exchange for the Funding Amount.
<b>GST</b>	The tax imposed or assessed under the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth), as may be amended from time to time.
<b>Law</b>	means any requirement of a statute, regulation, regulatory instrument, proclamation or common law, whether local, state or federal that applies in NSW.
<b>Notice</b>	means a document required to be given or served under this Agreement.

## 2. TERM OF AGREEMENT

This Agreement commences on the Commencing Date and will expire on the Completion Date unless terminated earlier under clause 5.

## 3. SPONSORSHIP TO BE PROVIDED BY COUNCIL

### 3.1 Payment by Council

Council will only pay the **Sponsorship** Amount upon execution of this agreement (less any Deductions) to the Event Organiser within 14 days of receiving the following:

- (a) all licences, permits, approvals, consents (including landowner consent if the Event is to be held on private land) required by any Authority including Lithgow City Council; and
- (b) a detailed Business plan, including a 'Plan B' weather effected event policy, plus a detailed financial plan must be submitted prior to the approval or releasing funding; and
- (c) written agreement/authority that event Organisers will conduct all post event surveys in conjunction with the Council, so that all results and response collation are transparent and auditable; and

- (d) acknowledgment and agreeance that Council will require regular (weekly/fortnightly) progress meetings with the event Organisers pre-event and post-event, that also include all relevant stakeholders and require written proof of progress and approvals plus outcomes and results; and
- (e) a detailed safety and security plan, signed off by the LAC Police Commander, plus a detailed First Aid/medical plan including service providers full details and accreditation must be provided prior to the release of any funding; and
- (f) a certificate of currency of insurance evidencing public liability insurance cover for the Event in the amount of at least \$20,000,000 for a single event or occurrence, held with an insurance company approved by the Australian Prudential Regulation Authority; and
- (g) the supply to Council by event Organisers of a signed and witnessed 'Conflict of Interest' declaration between the Event Organisers and Lithgow Council for its elected representatives, employees, contractors; and
- (h) a detail media and marketing plan, complete with fully disclosed expenditure and targeting, listing all media providers and any bonus promotion; and
- (i) documentation including all event management plans, site plans, financial expenditure plans, event performance schedule, and risk assessments (refer to Council's guide titled "Managing your Event – A guide for organisers"); and
- (j) a detailed refund policy for all and any ticketed sales if the circumstances that the event does not proceed, complete with timelines of refunds and a financial underwriting that this can be carried out; and
- (k) a full and detailed Traffic Management Plan (TMP) and Traffic Guidance Scheme (TGS) plan to be lodged and receipted no less than eight weeks prior to the proposed event; and
- (l) a full outline of growth and development plans\* with KPI's If the event Organiser is proposing an ongoing (annual) event requiring potential ongoing funding.

\*These plans must have realistic and achievable milestones and goals that fit within the Council's long-term events strategy, but also include a contingency plan for the event (not achieving its goals and targets) that doesn't prohibit Council from initiating competing and more compelling events within the same proposed timeframe; and

- (m) a valid tax invoice issued by the Event Organiser addressed to Council for the Funding Amount plus GST.

### 3.2 Manner of Payment

The **Sponsorship** Amount will be paid into the bank account nominated in writing by the Event Organiser and verified by Council.

### 3.3 Sponsorship Amount not spent

The Event Organiser acknowledges and agrees that any part of the **Sponsorship** Amount that is unspent at the Completion Date will be returned to Council within seven (7) days of the Completion Date, by payment into a Council account notified by Council to the Event Organiser.

#### **4. SPONSORSHIP STIPULATIONS TO BE PROVIDED BY THE EVENT ORGANISER TO COUNCIL**

In exchange for the **Sponsorship** Amount to be provided by Council under this Agreement, the Event Organiser agrees to:

- (a) acknowledge Lithgow City Council, through council logo branding in the first instance, in all promotional material; and
- (b) provide Council with copies of promotional material featuring the Council logo for Council's approval prior to use or display; and
- (c) provide Council with itemised expenditure and disbursements reports, when requested by Council; prior and post the event, with a final expenditure and disbursements reports within three (3) months of the event concluding for a post Event audit and cost benefit analysis, to be conducted by Council;
- (d) as requested by Council, collect from attendees at the Event (sites and venues) any studies, surveys, other visitation and expenditure information or data in writing; and
- (e) within three (3) months of the Event provide a written report to Council (to be tabled in open Council meeting) documenting the financial, experience, marketing, operational metrics and outcomes of the event. All claims must be substantiated and proven in writing with evidence. Event Organisers must also appear in person at the meeting to answer all questions and openly discuss the report.

#### **5. USE OF COUNCIL'S LOGO**

##### **5.1 License during the Event Period**

Council grants the Event Organiser a revocable, non-exclusive, non-transferable, royalty- free license during the Event Period to use Council's logo to enable the Event Organiser to fulfill its obligations under clause 4 of this Agreement.

##### **5.2 Manner of use**

The Event Organiser agrees that in using Council's logo, it must:

- (a) not alter, obscure, cover up or make any change to Council's logo; and

- (b) comply with all reasonable directions, instructions or specifications given by the Council from time to time regarding the representation of the Council logo and the manner of its use.

## **6. TERMINATION**

6.1 This Agreement will automatically terminate on the earlier of the following:

- (a) the Completion Date; or
- (b) the agreement by both parties in writing to terminate this Agreement; or
- (c) Council gives Notice in writing to the Event Organiser that Council's name is, or is likely to be in Council's reasonable opinion, damaged or brought into disrepute by being associated with the Event Organiser or the Event; or
- (d) either party gives the other Notice that due to circumstances beyond the reasonable control of that party, that party is prevented from performing its obligations under this Agreement.

6.2 Termination of this Agreement will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force after such termination.

6.3 Where this Agreement is terminated under clause 6.1, the parties will meet in good faith to consider whether any of the **Sponsorship** Amount already paid by Council should be refunded having regard to any expenses already incurred by the Event Organiser. Failing agreement between the parties an independent expert may be appointed by the parties to decide whether a refund is appropriate in the circumstances (the costs associated with such an appointment shall be borne equally between the parties).

## **7. INDEMNITY**

7.1 The Event Organiser acknowledges and agrees that Council will not be held liable for a Claim made by any third party if this Agreement is terminated under clause 6 or if the Event Organiser fails to pay for services rendered by a third party in relation to the Event.

7.2 The Event Organiser must hold Council harmless against any Claim by a third party resulting from termination or the Event Organiser's failure to pay.

## **8. NOTICE**

8.1 Any notice given under this license agreement:

(a) must be in writing addressed to the intended recipient at the address shown below or the address last notified in writing by Council or the Event Organiser (as appropriate): and

(i) Council:

The General Manager  
Lithgow City Council  
Mort Street or PO Box 19  
LITHGOW NSW 2790  
Email: [council@lithgow.nsw.gov.au](mailto:council@lithgow.nsw.gov.au)

(ii) Event Organiser:

[NAME]  
[ ORGANISATION NAME and ABN ]  
[ADDRESS]  
Email: [INSERT]  
Phone: [INSERT]

(b) must be signed by an authorised representative of the sender.

8.2 **A Notice referred to in clause 8.1 will be taken to have been given or served:**

(a) if hand delivered: on the date of delivery, but if delivered on a Business Day after 4pm, or on a day that is not a Business Day, it is taken to be given or served on the next Business Day.

(b) if sent by prepaid ordinary mail within Australia: on the date that is three (3) Business Days after the date of posting.

(c) if sent by email (and the sender does not receive a delivery failure notice within 24 hours of sending): on the date it is sent, but if sent on a Business Day after 4pm, or on a day that is not a Business Day, it is taken to be given or served on the next Business Day.

9. **GST**

9.1 The supply made under this Funding Agreement is a taxable supply under the *A New Tax System (Goods and Services Tax) Act 1999*.

9.2 In addition to the Funding Amount, Council will pay the applicable GST amount to the Event Organiser.



9.3 The Event Organiser must provide Council with a valid tax invoice in respect of the **Sponsorship** Amount and GST.

## **10. NO FETTERING**

10.1 Council enters this Agreement in its capacity as an individual with the power conferred on it by section 220 of the *Local Government Act 1993*.

10.2 Separate to its power to act as an individual, Council has powers and discretions exercisable under legislation.

10.3 Nothing in this Agreement is to be construed as:

- (a) conferring on the Event Organiser any right, permit, approval or consent required to be obtained for the Event; or
- (b) limiting or fettering in any way the exercise of any power or discretion conferred on Council under legislation.

## **11. MISCELLANEOUS**

### **11.1 Waiver, Variation**

None of the provisions of this Agreement shall be taken either at law or in equity to have been varied, waived, discharged or released by Council or the Event Organiser except by express agreement in writing signed by both parties.

### **11.2 No Partnership**

Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture between the parties.

### **11.3 Rules of construction**

No rules of construction apply to the disadvantage of the party on the basis that that party was responsible for the preparation of this Agreement or any part of it.

### **11.4 Governing Law**

This Agreement is governed by the laws of New South Wales.

### **11.5 Severability**

If any part of this Agreement is void or voidable then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

**11.6 No assignment or novation**

This Agreement is personal to the Event Organiser and the Event Organiser must not assign this Agreement to any third party.

**11.7 Non-merger**

The obligations of the parties will not merge on termination in relation to any breach of obligation arising prior to, or consequent upon, such expiration.

**11.8 Rights Cumulative**

The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

**11.9 Entire agreement**

This Agreement and the Event Organisers Application for **Sponsorship** to Council (per Council’s Event Attraction Package Policy 4.9) comprise the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this agreement.

**11.10 Costs**

Each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement.

**EXECUTED** by the parties as an agreement.

**COUNCIL EXECUTION**

<p><b>Executed by Lithgow City Council (ABN 59 986 092 492)</b> by its General Manager pursuant to section 377 of the Local Government Act 1993 in the presence of:</p> <p>.....</p>	<p>) ) ) ) )</p>	<p>.....</p> <p>General Manager signature</p> <p>Name:</p> <p>Date:</p>
<p>Witness signature</p> <p>Name:</p>		

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**EVENT ORGANISER EXECUTION**

**[USE THIS EXECUTION CLAUSE IF THE EVENT ORGANISER IS AN INCORPORATED ASSOCIATION – A SEARCH OF THE ORGANISATION SHOULD ALWAYS BE OBTAINED PRIOR TO ISSUING THE SPONSORSHIP AGREEMENT]**

<p><b>Executed</b> by <b>[INSERT] (ABN #)</b> pursuant to section 22(1) of the Associations Incorporations Act 2009</p> <p>.....          Authorised Officer of Association</p> <p>Name:</p> <p>Date:</p>	<p>) ) )</p>	<p>.....          Authorised Officer of Association</p> <p>Name:</p> <p>Date:</p>
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**OR**

**[USE THIS EXECUTION CLAUSE IF THE EVENT ORGANISER IS A COMPANY – NOTE A SEARCH OF THE COMPANY SHOULD ALWAYS BE OBTAINED PRIOR TO ISSUING THE SPONSORSHIP AGREEMENT]**

<p><b>Executed</b> by <b>[INSERT] (ACN/ABN #)</b> pursuant to section 127(1) of the Corporations Act 20021</p> <p>.....          Director/Sole Director</p> <p>Name:</p> <p>Date:</p>	<p>.....          Director/Secretary</p> <p>Name:</p> <p>Date:</p>
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