

DATE

2025

Between

LITHGOW CITY COUNCIL (ABN 59 986 092 492)

and

[INSERT COMPANY NAME HERE]

(INSERT ABN HERE)

SPONSORSHIP AGREEMENT

[INSERT EVENT NAME HERE]

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

TABLE OF CONTENTS

1.	INTERPRETATION	1
2.	TERM OF AGREEMENT.....	2
3.	SPONSORSHIP TO BE PROVIDED BY COUNCIL	2
3.1	PAYMENT BY COUNCIL	2
3.2	MANNER OF PAYMENT	3
3.3	SPONSORSHIP AMOUNT NOT SPENT	3
4.	SPONSORSHIP STIPULATIONS TO BE PROVIDED BY THE EVENT ORGANISER TO COUNCIL	3
5.	USE OF COUNCIL'S LOGO	4
5.1	LICENSE DURING THE EVENT PERIOD.....	4
5.2	MANNER OF USE	4
6.	TERMINATION	4
7.	INDEMNITY	5
8.	NOTICE	5
9.	GST.....	6
10.	NO FETTERING	6
11.	MISCELLANEOUS.....	7
11.1	WAIVER, VARIATION	7
11.2	NO PARTNERSHIP	7
11.3	RULES OF CONSTRUCTION	7
11.4	GOVERNING LAW	7
11.5	SEVERABILITY.....	7
11.6	NO ASSIGNMENT OR NOVATION	7
11.7	NON-MERGER.....	7
11.8	RIGHTS CUMULATIVE	7
11.9	ENTIRE AGREEMENT	8
11.10	COSTS.....	8
	COUNCIL EXECUTION	8
	EVENT ORGANISER EXECUTION.....	8

Completion Date	[INSERT THE LAST DATE OF EVENT PERIOD]
Deductions	means any Council fees and charges incurred in relation to the Event.
Event	means the event titled [NAME OF EVENT] to be held at [ADDRESS].
Event Period	[INSERT FIRST DATE OF EVENT TO LAST DATE OF EVENT]
Sponsorship	[INSERT \$ AMOUNT]
Sponsorship Benefits	means the benefits to be provided to Council by the Event Organiser in exchange for the Funding Amount.
GST	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.
Law	means any requirement of a statute, regulation, regulatory instrument, proclamation, or common law, whether local, state, or federal, that applies in NSW.
Notice	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 pay the **Sponsorship** Amount upon execution of this agreement (less any Deductions) to the Event Organiser within 14 days of receiving the following where specified and if requested by Council:

- (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 suitably detailed Business plan, including an alternate weather-affected event plan, plus a financial plan; and
- (c) written agreement/authority that event Organisers will conduct relevant post-event surveys or attendee data; and

- (d) acknowledgment and agreement that Council will require regular progress meetings with the event Organisers pre-event and potentially post-event, that may include relevant stakeholders; and
- (e) a safety and security plan, plus a First Aid/Medical plan including service providers' details and accreditation; 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 detailed media and marketing plan, complete with expenditure and targeting; and
- (i) documentation including, if requested, 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) where required a detailed Traffic Management Plan (TMP), including Traffic Guidance Schemes (TGS) if applicable, to be lodged and receipted no less than eight weeks prior to the proposed event; and
- (l) a valid tax invoice issued by the Event Organiser addressed to Council for the Sponsorship 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 ten (10) 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) if requested provide Council with itemised expenditure and disbursements report within three (3) months of the event concluding to assist in a post-event audit and cost-benefit analysis;
- (d) if requested by Council, collect from Event attendees (sites and venues) any studies, surveys, other visitation and expenditure information or data; and
- (e) within three (3) months of the Event provide a written report to Council (to be tabled in open Council meeting) documenting the substantiated financial, attendee experience, marketing, operational metrics and outcomes of the event.

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

(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

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