



PORT MACQUARIE  
**HASTINGS**  
C O U N C I L

## Event Sponsorship Agreement

### BETWEEN:

**Port Macquarie-Hastings Council** ABN 11 236 901 601 of Cnr. Lord and Burrawan Streets, Port Macquarie, New South Wales, 2444 ('**Council**')

### AND:

XXXXXX (Event Holder')

**DATED:** XXXXXXX

### DEFINITIONS

The following definitions apply:

**Code of Conduct** means the code of conduct specified in Schedule 2.

**Force Majeure Event** means an earthquake, cyclone, fire, riot or serious civil commotion, sabotage, act of a public enemy, act of God (excluding storms), war, revolution, radioactive contamination, flood, epidemic, pandemic or government action (such as legislation, administrative directions or orders made under legislation), the effects of which cannot be prevented by taking those steps a prudent and competent person would take.

### OPERATIVE PROVISIONS

#### Agreement

- 1 The Council and the Event Holder enter into this Agreement for the term specified in **Item 2** in Schedule 1 ('**Term**').

#### The Event

- 2 The Council agrees to sponsor the event described in **Item 3** in Schedule 1 ('**Event**'), and the Event Holder agrees to hold the Event, on the terms and conditions contained in this Agreement.

#### When the Event is to be held

- 3 The Event will be held between the dates and at the times specified in **Item 4** in Schedule 1 ('**Event Period**').
- 4 If, because of the occurrence of a Force Majeure Event, the Event or any part of it cannot be held in the Event Period, the Event Holder is to notify the Council in writing of that event ('**Force Majeure Notice**') and use all reasonable endeavours to reschedule the Event or part to another time reasonably agreed by the Council, and the Term and the Event Period will be taken to be amended in accordance with any such agreed reschedule.
- 5 If after 3 months of the date of the Force Majeure Notice, or such other period as agreed by the Council in writing, the Event Holder has not been able to reschedule the Event or part to another time reasonably agreed by the Council then either party may terminate this Agreement under clause 23.

### Things provided by the Council for the Event

- 6 To facilitate the holding of the Event, the Council agrees to permit the Event Holder to use:
- 6.1 the land or premises or both of the Council specified in **Item 5** in Schedule 1, and
  - 6.2 the facilities and other things of the Council specified in **Item 6** in Schedule 1.
  - 6.3 the Council's intellectual property specified in **Item 7** in Schedule 1.

### Cash Sponsorship Amount and In-Kind Sponsorship

- 7 The Council agrees to pay to the Event Holder the Event cash sponsorship amount specified in **Item 8** in Schedule 1 ('**Cash Sponsorship Amount**') and provide to the Event Holder the Event in-kind sponsorship specified in **Item 9** in Schedule 1 ('**In-Kind Sponsorship**').
- 8 The Cash Sponsorship Amount is to be paid by the Council to the Event Holder as specified in **Item 10** in Schedule 1.
- 9 The Event Holder agrees that payment of the Cash Sponsorship Amount and the provision of the In-Kind Sponsorship by the Council does not give rise to any legally enforceable obligations or liabilities of the Council in relation to the Event except those specifically provided for in this Agreement.
- 10 If the Council reasonably considers that the Event Holder is in breach of this Agreement, or has previously breached this Agreement, and has failed to remedy the breach to the Council's reasonable satisfaction, the Council may withhold provision of any In-Kind Sponsorship and:
- 10.1 withhold making any payment, or
  - 10.2 recover payments already made, of the whole or any part of the Cash Sponsorship Amount payable to the Event Holder.
- 11 The Event Holder must apply the Cash Sponsorship Amount towards the purposes of the Event as specified in **Item 8** of Schedule 1, and for no other purpose.
- 12 If the Event or any part of it is not held during the Event Period (including as amended under clause 4), the Event Holder must repay to the Council without delay the Cash Sponsorship Amount or any part of it that has been paid by the Council to the Event Holder, unless the Council otherwise agrees in writing.

### Responsibility for costs of holding the Event

- 13 The Event Holder must incur all costs of holding the Event, which are not met by the Cash Sponsorship Amount.

### Sponsorship benefits to the Council

- 14 The Event Holder is to provide the Council with the particular sponsorship benefits specified in **Item 11** in Schedule 1.

### Particular Event obligations of Event Holder

- 15 In addition to anything else in this Agreement, the Event Holder has the particular Event obligations specified in **Item 12** in Schedule 1 and the Event Holder and its employees, agents and contractors must comply with the Code of Conduct in **Schedule 2**.

### Key Performance Indicators

- 16 The Event Holder must meet the key performance indicators ('**KPI**') specified in **Item 13** in Schedule 1 in relation to the holding the Event.

### Post-Event report

- 17 Within 60 days of the conclusion of the Event, the Event Holder is to provide the Council with a written report that evaluates the holding of the Event against the KPIs, fully accounts for the expenditure of the Sponsorship Amount paid to it, and which addresses the requirements specified in **Item 14** in Schedule 1 (**Event Acquittal**).

- 18 The Event Acquittal is to be completed:
- 18.1 online via [www.pmhc.smartygrants.com.au](http://www.pmhc.smartygrants.com.au) if the Event Holder applied for sponsorship of the Event through the Smarty Grants website, or
  - 18.2 otherwise in a written report via email to the Council.

### **Confidentiality of this Agreement**

- 19 The terms of this Agreement, and all information relating to this Agreement brought into existence or known by, or exchanged between, the parties, are confidential and must not be disclosed to a third person without the permission of the other party, unless required by law.

### **Insurance**

- 20 During the Term, the Event Holder must take out and maintain the insurances specified in **Item 15** of Schedule 1, which must note the Council as an interested person.

### **Indemnity by Event Holder**

- 21 The Event Holder indemnifies the Council for:
- 21.1 all injury, loss or damage suffered or incurred by the Council, and
  - 21.2 all actions, claims, demands made or brought against the Council, and
  - 21.3 all liabilities of the Council, whenever occurring or arising and whether directly or indirectly in connection with the holding of Event unless arising from the Council's negligence or breach of this Agreement.

### **Release by Event Holder**

- 22 The Event Holder releases the Council and holds it harmless from and against all actions, claims, complaints, demands, proceedings, suits and the like which the Event Holder has or may at any time in the future have against the Council arising directly or indirectly in connection with the holding of Event.

### **Termination of this Agreement**

- 23 This Agreement may be terminated by either party by giving written notice to the other party:
- 23.1 at any time before the holding of the Event is commenced, or
  - 23.2 if the other party is in breach of this agreement and the breach has not been rectified to the reasonable satisfaction of the party not in breach after it has made a written request to the party in breach to do so, or,
  - 23.3 at any time after 3 months of the date of the Force Majeure Notice, or such other period as agreed by the Council in writing, if the Event Holder has not been able to reschedule the Event under clause 4.
- 24 If this Agreement is terminated, the Event Holder must:
- 24.1 repay to the Council without delay the Cash Sponsorship Amount or any part of it that has been paid to it by the Council, unless the Council otherwise agrees in writing,
  - 24.2 vacate and leave in a neat and tidy condition any land or premises of the Council occupied or used by the Event Holder for the purposes of the Event,
  - 24.3 return to the Council all facilities and other things provided to the Event Holder by the Council for the purposes of the Event,
  - 24.4 pay to the Council upon written demand the Council's reasonable costs incurred in relation to the termination of this Agreement.

## Other provisions

- 25 This Agreement:
- 25.1 is governed by the laws of New South Wales and the parties submit to the jurisdiction of its courts,
- 25.2 contains the entire understanding of the parties relating to its subject-matter to the exclusion of anything else,
- 25.3 may not be amended except by written agreement between the parties.
- 26 Each party must bear its costs incurred in relation to the negotiation, preparation, execution of this Agreement.
- 27 Any money payable by one party to the other under this Agreement and not paid may be recovered by the other party as a debt due in a court of competent jurisdiction.
- 28 Any document attached to this Agreement forms part of this Agreement but has no effect to the extent to which its contents are inconsistent clauses 1-28 of this Agreement or details included in the Schedules.

### Schedule 1

Item	Details
1 Name of Other Party	
2 Term of Agreement	Commencement: <b>xxxxx</b> Conclusion: <b>xxx</b> (60 days post event)
3 Event	
4 Event Period	
5 Land/Premises Provided by Council	None
6 Facilities Provided by Council	None
7 Intellectual Property Provided by Council	Port Macquarie-Hastings Council Logo Port Macquarie Destination Logo
8 Cash Sponsorship Amount	<b>Cash Sponsorship: \$xxxx</b> to be spent on event marketing activities, which attract visitors from outside the Port Macquarie Hastings Local Government Area. Including outsourcing marketing to a professional and/or such things as website development, social media marketing, photography, graphic design and collection/reporting of survey data)
9 In-kind Sponsorship	Marketing support consisting of promotions via listings on the Council and Destination website, and Facebook pages.  <i>*All artwork to be supplied by the event organiser.</i>

<p>10 Payment of Sponsorship Amount</p>	<p>The Cash Sponsorship Amount will be paid in two instalments:</p> <ul style="list-style-type: none"> <li>- 65% (\$xxxx) after signing of this Agreement</li> <li>- 35% (\$xxxx) upon provision of the Event Acquittal to the Council under clauses 17 and 18 to Council's satisfaction (and subject to Items 11, 12 &amp; 13 in this Schedule being met).</li> </ul> <p>Payment is subject to provision of tax invoices. It is the Event Holder's responsibility to provide tax invoices to Council for funds to be dispersed.</p>
<p>11 Sponsorship Benefits for Council</p>	<p><b>The Event Holder agrees to acknowledge Council's sponsorship via the following:</b></p> <ul style="list-style-type: none"> <li>o Destination logo placement on all event promotional collateral (e.g. event program, posters, flyers, advertising).</li> <li>o Destination logo placement and acknowledgement as an event sponsor on event website, social media (e.g. Facebook), media releases, any television advertising and communications to event attendees (e.g. e-newsletters).</li> <li>o Tagging on social media event posts using the official Port Macquarie destination tags and handles: #iloveportmacquarie, Greater Port Macquarie (Facebook) @PortMacquarie (Instagram), and @PMQTourism (Twitter).</li> <li>o Use of social media and/or other channels to promote Port Macquarie Hastings as a desirable destination, including promotion of the official destination website <a href="http://www.portmacquarieinfo.com.au">www.portmacquarieinfo.com.au</a></li> <li>o Link Port Macquarie official destination website <a href="http://www.portmacquarieinfo.com.au">www.portmacquarieinfo.com.au</a> on Event Holder's website</li> <li>o PA broadcasts (if any) during the event acknowledging Council as an event sponsor</li> <li>o Display of Destination banners and flags (to be collected from Council prior to the event and returned promptly afterwards) at the event venue.</li> <li>o Listing of the event on both PMHC's website, and the Australian Tourism Data Warehouse (ATDW) site.</li> </ul>
<p>12 Event Obligations of Event Holder</p>	<ul style="list-style-type: none"> <li>o The Event is to be carried out in accordance with conditions stipulated from all applicable event approvals and statutory regulations (e.g. Council's Application to Stage an Event, and any other approvals required such as Development Applications and Traffic Management)</li> <li>o A detailed Event Waste Management Plan (EWMP) is to be prepared, submitted and approved by the Council no less than two (2) weeks before the Event commences. The EWMP should be developed in accordance with Council's adopted Developments, Public Place and Events Waste Minimisation and Management Policy and Events Waste Management Guidelines. All events whether they are held on Council land or not must meet these guidelines if event sponsorship is provided by Council and/or Development Application is lodged.</li> <li>o Robust data collection and reporting on the Event is to be provided to Council in the form of an Event Acquittal on Key Performance Indicators (see Item 13 in this Schedule) to be provided to Council under clauses 17 and 18. Data is to be captured using iPads or paper surveys at the Event and /or online surveys through social media/ emails post Event. Council encourages incentivising surveys.</li> <li>o Evidence is to be provided to Council that sponsorship funds (\$xxxx) paid under this Agreement have been applied towards the purposes for which they have been paid to the Event Holder under this Agreement.</li> <li>o At least a minimum of three destination focused social media posts and one Electronic Direct Marketing (EDM) are to be published to the full Event Holder database promoting the Greater Port Macquarie region as a destination with other things to do in the region whilst here for the Event. To be actioned prior to two weeks out from event start date. Copies of these posts and EDM will be required</li> </ul>

	<p>to be provided in the Event Acquittal provided to Council under clauses 17 and 18. Council will provide content support to the Event Holder via a media kit.</p> <ul style="list-style-type: none"> <li>○ The Event Holder will be required to have a phone call meeting with the Council's Event Team to review in detail matters including but not limited to; detailed marketing plan, KPI's, objectives.</li> <li>○ <b>If there are travel restrictions in place due to COVID-19</b>, all contents for destination social medial posts and EDM publications must be sent to the Council's Event team for approval prior to their publishing to ensure that the messaging aligns with the Council's broader communication with potential visitors.</li> </ul>
13 Event KPIs	<p>Demonstrate achievement of KPIs as outlined in sponsorship application:</p> <p><b>*If travel restrictions are in place at time of your event you will not be penalised if the below KPI 1, 2 and 3 are not met.</b></p> <ul style="list-style-type: none"> <li>○ KPI 1 - Number of visitor from outside the LGA: xxx</li> <li>○ KPI 2- Number of visitor overnight stays: xxx</li> <li>○ KPI 3 - Minimum number of local visitors: xxx</li> <li>○ KPI 4 - A reasonable level of responsiveness to be kept by Event Organiser when interacting with Council</li> <li>○ KPI 5 - A detailed Event Waste Management Plan (EWWP) to be prepared, submitted and approved by Council no less than two (2) weeks before Event commences</li> <li>○ KPI 6 – Completed and signed COVID-19 Safety Plan must be submitted to Council at least 10 days prior to event date. <i>(Applicant is required to have a COVID-19 Safety Plan/s in place for event operations, identifying how you will keep your volunteers, workers &amp; participants safe and confirming who will be responsible for plan implementation. Please address the checklist requirements and ensure the plan is updated as restrictions and advice changes).</i></li> </ul>
14 Post-Event Reporting Requirements	<ul style="list-style-type: none"> <li>○ An overview of the event, the marketing deliverables, the KPI's, and method of data collection, copy of survey used to collect data. (Note anecdotal surveys are not sufficient for KPI's.)</li> </ul>
15 Insurances	<ul style="list-style-type: none"> <li>○ Public Liability Insurance to a minimum of \$20 million, noting the Council as an interested party. A copy of the insurance and certificate of currency is to be submitted to Council's Major Events Manager at least two weeks in advance of the Event date.</li> </ul>

## Schedule 2 – Code of Conduct

### General conduct

- 1.1 You must keep a reasonable level of responsiveness when interacting with Council.
- 1.2 You must conduct yourself in a professional and courteous manner on all public platforms when discussions of Council and other events arises
- 1.3 You must not conduct yourself in a manner that:
  - a) is likely to bring the council or other council officials into disrepute
  - b) is improper or unethical
  - c) is an abuse of power
  - d) causes, comprises or involves intimidation or verbal abuse
  - e) involves the misuse of your position to obtain a private benefit
  - f) constitutes harassment or bullying behaviour under this code, or is unlawfully discriminatory.

- 1.4 You must act lawfully and honestly, and exercise a reasonable degree of care and diligence in your role as event owner.

### **Harassment and discrimination**

- 1.5 You must not harass or unlawfully discriminate against others, or support or condone others who harass or unlawfully discriminate against others, on the grounds of sex, pregnancy, breastfeeding, race, age, marital or domestic status, homosexuality, disability, transgender status, infectious disease, carer's responsibilities or political, religious or other affiliation.

For the purposes of this code, "harassment" is any form of behaviour towards a person that:

- a) is not wanted by the person
- b) offends, humiliates or intimidates the person, and
- c) creates a hostile environment.

### **Bullying**

- 1.6 You must not engage, or support or condone others, in bullying behaviour towards others.

1.7 For the purposes of this code, "bullying behaviour" is any behaviour in which:

- a) a person or a group of people repeatedly behaves unreasonably towards another person or a group of persons, and
- b) the behaviour creates a risk to health and safety.

1.8 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:

- a) aggressive, threatening or intimidating conduct
- b) belittling or humiliating comments
- c) spreading malicious rumours
- d) displaying offensive material

## **Executed as an Agreement**

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Executed on behalf of **Port Macquarie-Hastings Council**

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Name/Position

Kelly Mapleston – Events Manager, Economic and Cultural Development

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Executed on behalf of the **Event Holder**

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Name/Position