

# Sponsorship Agreement

## PARTIES

**WESTERN AUSTRALIAN TOURISM COMMISSION** a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of Level 10, 1 William Street, Perth, Western Australia (**Tourism Western Australia**)

and

xxxx (EVENT HOLDER)

## RECITALS

- A. Subject to anything expressed or implied to the contrary in this Sponsorship Agreement, this Sponsorship Agreement relates specifically to the Event as described in item 1 of Schedule One.
- B. Tourism Western Australia is responsible for promoting Western Australia as an attractive holiday, event, convention and incentive travel destination to the intrastate, interstate and international markets to enhance the tourism industry, infrastructure and product base. Tourism Western Australia does this through a range of strategies including Marketing Campaigns and Event sponsorship.
- C. The Event Holder is seeking sponsorship for the Event.
- D. Tourism Western Australia will sponsor the Event on the terms of this Agreement.

## AGREEMENT

### 1. Definitions and Interpretation

---

#### 1.1 Definitions

In this Agreement, unless the context requires otherwise:

**“Agreement”** or **“Sponsorship Agreement”** means the agreement and the cover letter provided with the agreement;

**“Auditor General”** means the Auditor General for the State including any authorised representative;

**“Branding”** means one or more of the following words, phrases or logos as specified by Tourism Western Australia:

Logo:

- Government of Western Australia

- Department of Primary Industries & Regional Development

WA Brands:

- Western Australia
- westernaustralia.com
- Perth, Western Australia
- Perth
- Any other word, phrase or logo as may be specified by Tourism Western Australia from time to time.

**“Business Day”** means any day when banks and State Government offices are open for business in Western Australia.

**“Commonwealth”** means Commonwealth of Australia;

**“Conditions Precedent”** means the conditions precedent set out in item 6 of Schedule One.

**“Confidential Information”** means information which is confidential and includes:

- any information or records concerning the operations, dealings, organisation, business, financial transactions, books of account, contracts, agreements, arrangements, trade secrets or markets, or the commercial, industrial, financial or business affairs, of either Party;
- any information pertaining to a Party which is or could reasonably be regarded as being of a sensitive nature; and
- the Final Event Report;

unless, that information is already in the public domain, other than by reason of a Party having breached its duty of confidentiality (imposed under this Agreement or otherwise).

**“Department”** means the Department of Primary Industries and Regional Development, a department of the State;

**“Event”** means the event as described in item 1 of Schedule One, to be held on the date specified in item 3 of Schedule One;

**“Event Budget”** means the details of the proposed cash and in-kind income (confirmed and unconfirmed) and expenses for the Event;

**“Event Holder”** means the person or entity described as such in item 2 of Schedule One;

**“Final Event Report”** means the report prepared after the Event covering the administrative, legal, operations, risk management, marketing, sponsorship, media, economic impact, publicity, highlights of the Event and relevant attendance/participation figures for the Event and other matters Tourism Western Australia considers relevant. Financial statements for the Event must be supplied and certified by the Event Holder's Chief Financial Officer or Accountable Officer confirming that the Sponsorship Amount was used for the Event as per this Sponsorship Agreement. The Final Event Report and financial statements must be satisfactory in all respects to Tourism Western Australia;

**Force Majeure** means:

- inclement weather;
- an act of God;
- a war, riot, civil disturbance, insurrection, vandalism, sabotage or terrorism;

- (d) epidemic or pandemic, any shortages caused thereby or any government response to such epidemic, pandemic or shortages;
- (e) acts or omissions of the government or any instrumentality of the government, or other public or statutory authority (whether Commonwealth, State or local, legislative, executive or administrative) and inability or delay in obtaining an approval, permit or licence from any government or any instrumentality of the government, or other public or statutory authority (whether Commonwealth, State or local, legislative, executive or administrative);
- (f) emergencies, catastrophes or disasters (natural or otherwise) which pose a serious risk to life, safety or property, such as fires, chemical spills and explosions;
- (g) law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general application;
- (h) a strike, lockout, ban, limitation or work or other industrial disturbance; or
- (i) any other event, circumstance, happening or thing;

which:

- (j) is unforeseeable and beyond the control of the affected Party; and
- (k) occurs without the fault, negligence or contractual breach of the affected Party.

**“Marketing and Communications Plan”** means the plan prepared for the Event which demonstrates the marketing activities undertaken for the Event including target audience, objectives, schedule of the marketing activities and the communications plan outlining public relations, website and other forms of communication relating to the Event;

**“Marketing Campaign”** means Tourism Western Australia’s tourism marketing campaign of any name developed and effected by Tourism Western Australia to promote the State;

**“Milestone”** means each milestone set out in the table in Schedule Two;

**“Notice”** means a request, direction, advice, consent, notification or communication, made or given under or in relation to this Agreement.

**“Obligations”** mean obligations under this Agreement.

**“Region”** is the region of the State as set out in item 5 of Schedule One;

**“Royalties for Regions”** means the fund established under the *Royalties for Regions Act 2009* which is administered by the Department on behalf of the Minister for Regional Development;

**“Sponsorship Amount”** means the amount set out in item 4 of Schedule One;

**“Sponsorship Image”** means logo and/or Branding;

**“State”** or **“State Government”** means the State of Western Australia; and

**“Welcome to Country”** means a cultural welcoming provided by local Aboriginal custodians at the official commencement of the Event.

## 1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other gender;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include facsimile transmissions;
- (h) an obligation of two or more persons binds them jointly and severally and an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (i) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (j) references to this Agreement includes its recitals, schedules and annexures (if any);
- (k) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (l) references to time are to local time in Perth, Western Australia;
- (m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (n) no rule of construction applies to the disadvantage of a Party on the basis that that Party put forward this Agreement or any part of this Agreement;
- (o) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually, but nothing herein shall mean or be taken to mean that performance of part (or part performance) of an obligation constitutes performance of that obligation;
- (p) a reference to a contractor means a contractor or subcontractor at any tier; and
- (q) a reference to currency means to Australian currency.

## **2. Obligations**

---

- (a) The Event Holder must competently and diligently hold and manage the Event in accordance with this Agreement (including Schedule One and Schedule Two).
- (b) The Event Holder must also use its best endeavours to promote tourism in the Region and attract as many intrastate, interstate and international participants and supporters as possible to the Event.
- (c) The activities expressed as Milestones must be performed by the Event Holder in accordance with the time periods and other terms set out in Schedule Two.
- (d) The Event Holder must allow Tourism Western Australia or an authorised representative to have access to and examine the Event Holder's records and information concerning either or both of the Event and the Sponsorship Amount.
- (e) The Auditor General may have access to and examine records and information (in the possession or control of the Event Holder) concerning this Event or this Sponsorship Agreement.
- (f) The Event Holder must promptly provide Tourism Western Australia with information, documentation or access to documentation sought by Tourism Western Australia. All such information and documentation so provided must be true and correct, up to date and complete, and in no way misleading or deceptive.
- (g) The Event Holder must comply with Local, State and Commonwealth Laws applicable to and in connection with the Event and this Agreement.
- (h) Neither Tourism Western Australia nor the State will be held responsible for the success or failure of the Event for which the Sponsorship Amount is applied or for any losses or additional costs incurred that are associated with the Event.
- (i) The Event Holder must use the Sponsorship Amount solely for its Event-related obligations hereunder.
- (j) The Event Holder must pay all debts, relating to the Event, which it owes to its creditors, as and when those debts fall due for payment.

## **3. Sponsorship Amount**

---

- (a) Subject always to the Event Holder complying with its obligations under this Agreement to the satisfaction of Tourism Western Australia, Tourism Western Australia will pay to the Event Holder the Sponsorship Amount within 30 days after both:
  - (i) the relevant Milestone being achieved; and
  - (ii) Tourism Western Australia being notified in writing by the Event Holder that the Milestone has been achieved by the Event Holder (together with all relevant documentary evidence).
- (b) Despite anything expressed or implied to the contrary in this Agreement, whilst the Event Holder is in breach of this Agreement, Tourism Western Australia may suspend the performance of its obligations under this Agreement.

#### **4. Changes**

---

The Event Holder cannot make a significant change to the Event or this Agreement (including but not limited to scope, location and/or timing) without consultation and written approval from Tourism Western Australia at least three months prior to the commencement of the Event. A change may only be approved if the proposed change is consistent with the original sponsorship request and will deliver comparable benefits to the Event and the Region. If the proposed change is deemed significant, this Agreement may be terminated. If Tourism Western Australia is not consulted about a significant change then funding may be withheld or, if already paid, the Event Holder must return to Tourism Western Australia what was paid to it forthwith on demand.

#### **5. Signage**

---

- (a) Tourism Western Australia will provide the signage (banners and signs) incorporating the Sponsorship Images to be used at the Event. The Event Holder must ensure that the signage supplied is placed in positions and locations that maximise the State Government's and Tourism Western Australia's exposure. The Event Holder must ensure that the State Government's and Tourism Western Australia's banners are not obstructed by any object regardless of the cause of the obstruction.
- (b) Any changes to the signage will be advised to the Event Holder by Tourism Western Australia.
- (c) The Event Holder must ensure that shortly after the Event all banners are returned to Tourism Western Australia in the same condition as they were prior to the Event [fair wear and tear excepted].
- (d) The Event Holder will be responsible for any costs to repair damaged banners or Tourism Western Australia will arrange the repairs and effect reimbursement from the Event Holder.

#### **6. Acknowledgements and Logo**

---

- (a) The Event Holder must provide proper acknowledgement of the State Government in all publicity, speeches and advertising materials wherever major sponsors are acknowledged.
- (b) The Sponsorship Images must appear on all publicity, advertising, posters, brochures and programming, including the official programme and the official brochure, relating to the Event.
- (c) The Event Holder must submit all materials (posters, brochures, programmes, letterhead, advertisements, public announcements and all other forms of publicity or advertising) to Tourism Western Australia for approval, or otherwise, before using the same.
- (d) Tourism Western Australia shall have the opportunity to:
  - (i) place an advertisement (in colour) for Tourism Western Australia in the Event's official programme (if applicable) at no cost. This must be a minimum of one full page or one half page advertisement; and
  - (ii) display the State Government logo in any promotional material for the Event.

- (e) Any changes to program advertisements and logo will be advised to the Event Holder by Tourism Western Australia.

## 7. Invitations

---

- (a) The Event Holder will provide a total of 2 operational passes to Tourism Western Australia to be used by its operational staff to access all relevant areas of the Event (other than the field of play or the competitors' area). The operational passes will be issued by Tourism Western Australia to its nominated staff whose names will be or have been provided to the Event Holder.
- (b) Tourism Western Australia shall be provided with a reasonable number (up to 10) of complimentary tickets to the Event for the purposes of corporate hospitality. These are only to be released by the Event Holder to Tourism WA or the Department on the specific request of a Tourism Western Australia representative.
- (c) Invitations to attend key official functions of the Event (including the Event itself) must be sent to the following **at least 45 days before the Event**:
  - (i) Local Members of Parliament;
  - (ii) Chair and/or Chief Executive Officer of the relevant local Regional Development Commission;
  - (iii) Mayor/President and/or Chief Executive Officer of the relevant Local Government; and
  - (iv) Chair and/or Chief Executive Officer of the relevant Regional Tourism Organisation (Destination Perth; Australia's North West, Australia's Golden Outback, Australia's Coral Coast, Australia's South West).

## 8. Ministerial Involvement

---

- (a) The Ministers for Tourism and the Minister for Regional Development, or their representatives, will each be invited to attend key official functions, announcements or ceremonies. The Event Holder must issue an invitation(s) direct to the Ministers' offices to seek Ministerial attendance with a **minimum of 90 days' notice for such events/occasions**. Such invitation(s) must clearly indicate the event(s); location; time/date; audience; Ministers' role; speech duration (if applicable), etc. The invitation must specify if the Event Holder would like the Minister(s) or their representative to speak at the Event or if it is an invitation to attend only. The Event Holder must, if requested by Tourism Western Australia, provide an opportunity for the Minister(s) or their representative to speak at the Event. Should the Minister for Tourism and Minister for Regional Development wish to attend the Event, complimentary tickets for each Minister and their guest must be provided.
- (b) Requests for the Minister for Tourism should be sent via email to Minister.Cook@dpc.wa.gov.au and for the Minister for Regional Development via email to Minister.MacTiernan@dpc.wa.gov.au, and copied to Tourism.WAMLU@westernaustralia.com and [regionalevents@westernaustralia.com](mailto:regionalevents@westernaustralia.com).

- (c) Please note that when Parliament is sitting it may be problematic for Ministers to attend an official function(s)/event(s) because they need to seek permission to be absent from Parliament. Further information about Parliament Sitting Dates/Times can be obtained from the Parliament House website ([www.parliament.wa.gov.au](http://www.parliament.wa.gov.au)).
- (d) Both Ministers shall each be given the opportunity to provide a joint foreword for the Event's official programme (if applicable). Requests for forewords should be directed to Tourism Western Australia's Regional Event Scheme Team ([regionalevents@westernaustralia.com](mailto:regionalevents@westernaustralia.com)) **at least 90 days before the programme's printing deadline.**
- (e) All media releases must acknowledge that the Event is supported by the State Government via Tourism Western Australia and Royalties for Regions.

## 9. World Wide Web

---

- (a) The Event Holder must use its best endeavours to develop and maintain a freely accessible website for the promotion and dissemination of up to date and accurate information before the Event's commencement. The Event Holder will also create and maintain a hyper-link to Tourism Western Australia's website [westernaustralia.com](http://westernaustralia.com) in a prominent position and ensure that the State Government logo appears on the Event Holder's home page.
- (b) Any changes to the logo will be advised to the Event Holder by Tourism Western Australia.

## 10. Risk Management

---

- (a) The Event Holder must provide to Tourism Western Australia at least 75 days (and/or any lesser number of days as notified by Tourism Western Australia to the Event Holder in writing) before the commencement of the Event a risk management plan ("**Risk Management Plan**") in respect to the Event which has been prepared in a manner consistent with the Australian Standard on Risk Management AS ISO 31000:2018 (and any subsequent revisions). The Risk Management Plan shall address foreseeable and realistic risks, including events, circumstances, happenings and other things listed in the definition of "Force Majeure" at clause 1.1.
- (b) Tourism Western Australia, or its authorised representative, may request the Event Holder to consider additional matters in the Risk Management Plan and the Event Holder must promptly give proper consideration to any such request, in a manner consistent with the Australian Standard on Risk Management AS ISO 31000:2018 (and any subsequent revision), and prior to the commencement of the Event.
- (c) The Event Holder must provide to Tourism Western Australia at least 30 (and/or any lesser number of days as notified by Tourism Western Australia to the Event Holder in writing) days prior to the commencement of the Event written confirmation to Tourism Western Australia that it has provided a copy of the Risk Management Plan for the Event to:
  - (i) the Western Australian Police;
  - (ii) the relevant local government authority;



- (iii) Department of Fire & Emergency Services; and
  - (iv) all other relevant authorities.
- (d) Even though Tourism Western Australia will be provided with the Risk Management Plan, neither Tourism Western Australia nor the State (including any officer, agent, instrumentality or emanation thereof) nor the relevant local government authority shall have any liability (in negligence or howsoever) in respect of or arising from any mishap, accident or misadventure in relation to the Event (attributable to a lack, deficiency, or failure of or in, safety or risk management or otherwise).

## 11. Force Majeure

---

- (a) If a party's performance of an obligation under this Agreement (except an obligation to pay money), is delayed by Force Majeure ('Delayed Obligation'), the time in which a party had to perform the Delayed Obligation will be extended by the period of the delay, up to a maximum of 20 Business Days after notice referred to in **clause 11(c)** has been provided to the other party.
- (b) If the Delayed Obligation cannot be performed within the 20 Business Days referred to in **clause 11(a)** then either party may terminate this Agreement.
- (c) A party must, immediately on an event occurring which causes a Delayed Obligation, give notice to the other party of the:
  - (i) matter(s) alleged to constitute Force Majeure;
  - (ii) nature of the Delayed Obligation;
  - (iii) likely duration of the Delayed Obligation; and
  - (iv) likely cessation of the Delayed Obligation.
- (d) The party responsible for the performance of the Delayed Obligation must use its reasonable endeavours to remove, and minimise the effects of, the Force Majeure.
- (e) Subject to a party complying with **clauses 11(c)** and **11(d)**, and subject to clause **11(f)**, a party will not be liable in damages to the other, nor will any action, claim or demand be taken or made against a party, by reason solely of the Delayed Obligation due to Force Majeure.
- (f) If this Agreement is terminated under this clause 11, the Event Holder must promptly remit to Tourism WA that part of the Sponsorship Amount that has, at the time of such termination been paid by Tourism WA to the Event Holder, but has not been spent or committed by the Event Holder for the purposes of, and in accordance with, this Agreement. The Event Holder must bear the onus of proving to Tourism WA what has been lawfully spent or committed on the Event by producing supporting evidence such as receipts and invoices which Tourism WA will review and, at its discretion, approve the final Sponsorship Amount it deems can be kept by the Event Holder in relation to the terminated Event.

- (g) If and when this Agreement is terminated under this clause 11, regardless of whether or not a Milestone (in respect to which the Event Holder has not been paid) has been achieved or fulfilled by the Event Holder, the Event Holder is not entitled to any payment in respect to that Milestone.

## 12. Indemnity

---

- (a) Each party ('**1st Party**') indemnifies the other party ('**2nd Party**') and the 2nd Party's officers, members, employees, agents and contractors against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses (on a full indemnity basis)) suffered or incurred by the 2nd Party as a result of, or arising from or in connection with any:
- (i) breach of contract by the 1st Party;
  - (ii) actionable or tortious act or omission of the 1st Party or its officers, members, employees, agents or contractors; or
  - (iii) breach of a State or Commonwealth law relevant to the Agreement by the 1st Party or its officers, members, employees, agents or contractors.
- (b) The 1st Party's liability under this indemnity will be reduced proportionally to the extent caused or contributed to by the 2nd Party or its officers, members, employees, agents or contractors.
- (c) Both parties agree to use their reasonable endeavours to cooperate with each other, at their own cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of this indemnity.
- (d) The parties agree that Part 1F of the *Civil Liability Act (WA) 2002* does not apply to, and is excluded from, this Agreement and its operations.

## 13. Insurances

---

- (a) The Event Holder must effect and maintain insurances for:
- (i) General liability cover of \$20,000,000 for any one occurrence and unlimited in the aggregate.
  - (ii) Workers compensation/employers indemnity insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount not less than \$50,000,000 for any one event in respect of workers of the Event Holder.
  - (iii) Personal accident insurance for persons engaged by the Event Holder on a voluntary basis.
- (b) These insurances must be with an:
- (i) Australian Prudential Regulatory Authority approved insurer; or
  - (ii) overseas insurer with a Standard and Poor's, or any other internationally recognised financial rating Agency, credit rating of at least A minus (A-); or

- (iii) insurance arrangement established in accordance with Commonwealth or State law.
- (c) Unless otherwise agreed in writing, the policies referred to in the preceding provisions of this clause 13 ("insurance policies") must be in place at the execution of this Agreement by the parties and remain current until 30 days after the end of the Event.
- (d) The Event Holder must, upon execution of this Agreement by the parties, provide or have provided to Tourism Western Australia certificates of currency for the insurance policies or a declaration in a form satisfactory to Tourism Western Australia from the Event Holder's insurer confirming that the insurance requirements under this Agreement have been met.
- (e) The Event Holder must ensure that all of its contractors, commercial licensees, agents, suppliers, stall holders and exhibitors involved in the Event are adequately insured given the nature of services or work to be performed by them or their involvement in the Event generally.
- (f) The insurance policies effected by a party are primary and not secondary to the indemnities referred to in this Agreement provided that a party is not obliged to make a claim or institute proceedings against any insurer under the insurances policies before enforcing any of its rights or remedies under the indemnities referred to in this Agreement, or generally.
- (g) The parties acknowledge that, if a claim is made under an insurance policy by a party, it is their intention that the insurer cannot require that party to exhaust any indemnities referred to in this Agreement before the insurer considers or meets the relevant claim.
- (h) The parties acknowledge that, regardless of whether the insurance policies respond or not, and regardless of the reason why the insurance policies respond or fail to respond, a party is not released (in whole or in part), from any of its obligations under the indemnities referred to in this Agreement or generally.

#### **14. Official Photographs and Video**

---

- (a) Where required by Tourism Western Australia, the Event Holder shall provide Tourism Western Australia with copies of photographs, DVD's and video footage of the Event. Tourism Western Australia and the Department are hereby allowed to use such material to promote the Event and for publicity purposes. The Event Holder must ensure that its contracts, licences or other agreements with third parties include a provision that Tourism Western Australia and the Department are authorised to use such material for these purposes.
- (b) The Event Holder must register their event on [www.westernaustralia.com](http://www.westernaustralia.com) (go to: [www.tourism.wa.gov.au/industry-support-and-events/resources-for-businesses-and-operators/How-to-work-with-us/Pages/Get-listed-online.aspx#/](http://www.tourism.wa.gov.au/industry-support-and-events/resources-for-businesses-and-operators/How-to-work-with-us/Pages/Get-listed-online.aspx#/))

#### **15. Welcome to Country**

---

The Event Holder must use best endeavours to ensure a Welcome to Country is included at the opening of the Event.

## 16. Access to Land

---

If the Event is held on land (whether freehold or Crown land) that is not owned, leased or managed by the Event Holder, the Event Holder must obtain and have in place for the duration of the Event an agreement or suitable authority to hold the Event on that land. In the case of Crown land, this may include a licence under section 91 of the *Land Administration Act 1997* where appropriate.

## 17. Competition or Conflicts of Interest

---

The Event Holder must not involve itself in the promotion of any tourism product or package which is contrary to the State's tourism interests nor may the Event Holder procure sponsorship or advertisements which may adversely affect the State or be in conflict with such interests.

## 18. Confidentiality

---

- (a) Each Party must keep confidential any Confidential Information acquired by it or by virtue of, or in connection with, this Agreement or the Event both during and after the Term.
- (b) Each party must not:
  - (i) directly or indirectly make or allow, permit or suffer anybody else to make use of, other than for the purposes of this Agreement, the Confidential Information; and
  - (ii) disclose to any other person the Confidential Information, other than those of its employees, officers, agents, auditors and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:
    - (A) they were employed or engaged to discharge; and
    - (B) which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement.
- (c) **Clauses 18(a) and (b)** do not apply to a Party if:
  - (i) it is required to disclose the Confidential Information under a provision of a statute in operation in Australia;
  - (ii) in the case of Tourism WA it is required to disclose the Confidential Information by virtue of an order or direction given to it by or on the part of either of the Ministers or the government of the State or the Parliament of the State or any committee or subcommittee of the Parliament; or
  - (iii) the Parties agree in writing to disclose the Confidential Information.
- (d) Each Party agrees that it will ensure that its officers, employees, agents, and auditors comply with the obligations of confidentiality specified in **clause 18(a)**.
- (e) Nothing in this clause affects either of the Ministers' powers, duties or discretions under the *Financial Management Act 2006 (WA)* (including section 82) or any other legislation.

## **19. GST**

---

The Sponsorship Amount is exclusive of GST. If GST is payable, the Event Holder must increase the amount in its Tax invoice (to be submitted to Tourism Western Australia) by that amount and Tourism Western Australia will pay the Event Holder the Sponsorship Amount plus GST, where applicable.

## **20. Term**

---

The term of this Agreement is from the date of this Agreement to the date when the Event Holder has properly complied with all of its obligations under this Sponsorship Agreement.

## **21. Termination**

---

- (a) Tourism Western Australia may by notice to the Event Holder terminate this Agreement:
  - (i) If the Event Holder breaches this Agreement and will not be able to or does not remedy the breach within 5 days after having received a notice from Tourism Western Australia calling upon the Event Holder to remedy the breach;
  - (ii) If the Event is cancelled or abandoned (other than on account of Force Majeure or having been caused by any wrong committed by Tourism WA); or
  - (iii) In the event of actual, deemed or likely insolvency (i.e. failure or inability to pay debts as and when they fall due or being placed under some form of external administration or control) of the Event Holder.
- (b) If this Agreement is terminated under clause 21(a), or is otherwise terminated lawfully by Tourism WA (for any default on the part of the Event Holder) and if Tourism WA directs the Event Holder to, remit to Tourism WA an amount equal to or all or any part/s of the Sponsorship Amount paid to the Event Holder, the Event Holder must promptly comply.

## **22. Representations and Warranties**

---

The Event Holder represents and warrants that:

- (a) it has the full power and authority to enter into and perform its obligations under this Agreement;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) all information provided to Tourism Western Australia by or on its behalf in connection with this Agreement, the transactions contemplated by this Agreement, and its assets, business and affairs are true and correct in all material respects and are not, whether by omission or otherwise, misleading or deceptive; and
- (d) it has not withheld from Tourism Western Australia any document, information or other fact material to the decision of Tourism Western Australia to enter into this Agreement.

## 23. Assignment

---

- (a) The Event Holder must not, without the prior written consent of Tourism Western Australia (which consent may be withheld at its sole discretion), sell, transfer, assign or otherwise dispose of, or part with, any of its rights, entitlements or obligations under, or interest in, this Agreement.
- (b) In considering whether to provide consent, Tourism Western Australia may require the Event Holder to produce to Tourism Western Australia such information and documents in relation to the expertise, experience, creditworthiness and business standing of the proposed purchaser, transferee, assignee, or recipient of the Event Holder's rights, entitlements or obligations under or interest in this Agreement (as the case may be) as it considers appropriate.

## 24. Jurisdiction

---

This Agreement will be governed by and construed in accordance with the Laws for the time being of the State. The Parties submit to the exclusive jurisdiction of the courts of the State and all courts having jurisdiction to hear and determine their appeals.

## 25. Conditions Precedent

---

Despite anything expressed or implied to the contrary in this Agreement:

- (a) this Agreement (excluding clauses 1, 11, 12, 13, 21, 22, 23, 24 and 25 and item 6 of Schedule One) only comes into being once the Conditions Precedent have been satisfied, and Tourism Western Australia has acknowledged such satisfaction in writing given to the Event Holder;
- (b) clauses 1, 11, 12, 13, 21, 22, 23, 24 and 25 and item 6 of Schedule One of this Agreement come into being upon execution of this Agreement by the parties; and
- (c) even once the Conditions Precedent have been satisfied, they still remain terms of this Agreement and enforceable accordingly.

## 26. Notices

---

- (a) Subject to **clause 26(b)**, any Notice that may or must be given under this Agreement, to be valid and effective, must be in writing and must be posted, delivered in person or electronic mail transmission addressed to the following specified officer at the respective address set out below (or such other specified officer or address or number as may be notified to the other party in writing):

Name: Chief Executive Officer

Tourism Western Australia

Address: Level 10, 1 William Street

PERTH WA 6000

GPO Box X2261

PERTH WA 6847

Email address: [contractnotices@westernaustralia.com](mailto:contractnotices@westernaustralia.com)

Attention: Chief Executive Officer

Name: TITLE  
ORGANISATION  
Address: ADDRESS  
Email address: EMAIL  
Attention: NAME

- (b) Notices shall be deemed served:
- (i) if posted, on the second Business Day after posting;
  - (ii) if personally served, at the time such actual service is made on an officer or representative of the party (including a party's legal representative) on which the Notice is served;
  - (iii) if transmitted by electronic mail message, on receipt of the whole of the Notice in the "in-box" of the party being served.

## 27. Schedules

---

Each expressed or implied provision in any schedule hereto is a provision of this Agreement and must be complied with in accordance with its expressed or implied terms.

### Execution

Executed as an agreement.

Signed for and on behalf of  
**WESTERN AUSTRALIAN  
TOURISM COMMISSION**  
by a duly authorised signatory  
in the presence of:

---

Signature

---

Witness Signature

---

Print name

---

Print name

---

Date

---

Date

---

**SCHEDULE ONE**

1. **Event:** **Event name – event description.**
  
  2. **Event Holder:** **XX**
  3. **Event Date:** **XX**
  4. **Sponsorship Amount:** **\$XX**
  5. **Region:** **XX**
  6. **Conditions Precedent:** The performance by the Event Holder of its obligations under clause 13(d).
- 

SAMPLE



---

## SCHEDULE TWO

### Milestones

<b>Sponsorship Amount (AUD)</b>	<b>Milestones</b>
(a) \$xxx	On compliance with clauses 10 Risk Management and 13 Insurance; all requisite documents must be delivered to Tourism Western Australia as per the timing outlined in each clause.
(b) \$xxx	On provision of both the Event Budget and Marketing and Communications Plan, all of which shall be delivered to Tourism Western Australia no less than 45 days before the commencement of the Event.
(c) \$xxx	On returning of the sponsorship banners and signage no later than 30 days after the final day of the Event and on delivery to Tourism Western Australia of the Final Event Report and Event photographs no later than 90 days after the final day of the Event.
<b>\$xxx</b>	<b>TOTAL SPONSORSHIP AMOUNT</b>

Subject to this Agreement and the Event Holder meeting its Obligations and achieving the relevant Milestone(s) above, Tourism WA will pay the milestone amount within 20 Business Days after the date of the relevant Milestone's achievement by direct credit to a bank account nominated by the Event Holder.

Payment of any Milestone cannot be made until all prior Milestones (whether in respect of the current or relevant year, or in previous years) have been completed by the Event Holder to the satisfaction of Tourism WA.