

## SPONSORSHIP POLICY

First approved by Board:	August 2007 Meeting 4/07
Date last amendment:	
Contact person:	General Manager

### 1.0 PURPOSE

This policy document sets out the procedures for developing, assessing, formalising and managing sponsorship agreements.

### 2.0 DEFINITIONS

2.1 *Sponsorship* is the negotiated provision of cash, goods or services to Flinders One in exchange for advertising, publicity or other benefits for a project, scholarship, event, activity, venue, program, publication or asset of Flinders One. Sponsorship must be sourced in the context and spirit of the organization.

Sponsorship:

- May take the form of cash support and/or provision of material goods or other resources, such as labor or facilities, in exchange for agreed acknowledgment.
- May be between one or more companies in partnership.

2.2 A *Sponsorship Agreement* is a written document outlining the negotiated terms for a sponsorship.

Agreements may be:

- With a business or organization.
- The first step to, or the outcome of, links formed with business and other community organizations.
- Part of, or an outcome of, a much wider relationship with the community.

Agreements may take the form of:

- An exchange of letters if less than \$15,000;
- A Formal Sponsorship Agreement if more than \$15,000

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(Attachment B).

All agreements must contain a Sponsorship Benefits Schedule outlining the proposed benefit entitlements and schedule detailing the sponsorship investment either cash or kind.

- 2.3 **“Flinders One Property”** includes all offices, buildings and locations involving students consuming an product, service, project or any other activity provided by Flinders One. (Note: *Donations* are unconditional gifts of money or materials. This policy does not apply to donations.)

### 3.0 POLICY STATEMENT

- 3.1 Flinders One recognizes that there are mutually significant benefits to be derived from sponsorship arrangements with companies. Subject to the provisions of this document, Flinders One supports sponsorships that:

- (1) Are consistent with the core values of Flinders One and must clearly benefits students on or off campus.
- (2) Provides savings, discounts or benefits, which are tangible, ethical and are targeted at goods and services, which are needed by students.
- (3) Generate funding to continue, enhance or extend projects and programs, facilities and services of Flinders One.

#### 3.2 Staff

Flinders One staff must not individually benefit as a result of sponsorship and must not take, or seek to take, improper advantage of their position in order to obtain benefits for themselves, their family or any other person or organisation. The benefits of a sponsorship must go to directly to the Flinders One.

#### 3.3 Exclusions

Flinders One will not enter into sponsorship arrangements if the Board of Flinders One deems the organisation to be in conflict with Flinders One business or core values.

### 4.0 MONITORING AND REPORTING RESPONSIBILITIES

The Marketing Manager is required to:

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- (a) Maintain accurate signed copies of all sponsorship agreements.
- (b) Advise the General Manager of all sponsorships from the initial discussion to the final drafting of a sponsorship agreement;  
  
and
- (c) Ensure details of sponsorship income and expenditure are forwarded to the General Manager and indicate how the sponsorship benefits the students of Flinders University.

### **5.0 FINANCIAL ACCOUNTABILITY**

- 5.1 Upon the approval of and signing of a sponsorship contract an invoice for the sponsorship amount including GST shall be issued to the sponsor for payment within 30 days.
- 5.2 Where a sponsor fails to pay the sponsorship request then Flinders One shall refer to the contract of agreement for termination and consequences of termination.
- 5.3 All sponsorship proceeds shall remain the property of the Flinders One.
- 5.4 All merchandise must be recorded on a merchandise control system that clearly identifies the receipt of merchandise and the distribution of merchandise to any party.

### **6.0 GENERAL PROCEDURES**

- 6.1 The negotiation of sponsorship agreements must proceed according to the following procedures no matter what the size and scope of the sponsorship arrangement.

Flinders One will not accept sponsorship from an organization, individual, not-for profit or any other organization which:

- (a) Contravenes the Flinders One Constitution.
- (b) Portrays people or depicts material in a way that discriminates against or vilifies a person or section of the community or directly or indirectly discriminates against or vilifies a person or section of the community on the basis of race, ethnicity, nationality, sex, gender, age, sexual orientation, religion,

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disability or political belief.

(c) When considering an organisation as a potential sponsor, Flinders One might evaluate the appropriateness of:

- The type of products or services the organisation markets;
- The marketing methods used;
- Its public image as an employer and the impact its products and processing have on the environment;
- Its international corporate connections; and
- Its existing interests and relationships, especially those that could give rise to a potential conflict of interest.

6.2 Sponsorship must be seen as an opportunity to enhance the life of students.

6.3 Sponsorship documents must be retained for at least seven years after expiration of the sponsorship.

6.4 Each sponsorship agreement (including exchange of letters or full legal agreement) shall be made for a specific period, purpose and detail agreed benefits. Sponsorship agreements may be re-negotiated per the conditions set out in the Sponsorship Agreement.

6.5 Every sponsorship agreement shall contain a clause that allows for the cancellation of an agreement without penalty, where information questioning the appropriateness of an organisation as a sponsor comes to light after the agreement has been signed.

6.6 Sponsorships must be approved by area managers and signed by the General Manager on behalf of the Flinders One.

6.7 The term of sponsorship shall be clearly contained in the sponsorship contract. A sponsorship shall not exceed this term

### 7.0 AUTHORITY

The final authority over any sponsorship agreement, sponsorship contract or full legal contract ultimately rests with the Board of Flinders One. All sponsorship income shall be placed into marketing/sponsorship revenue.

# ATTACHMENT A PROPOSED DELEGATION OF CONTRACT AUTHORITY

<b>AMOUNT</b>	<b>APPROVAL</b> (Refer to Note below)	<b>AGREEMENT</b>
\$0 – \$2,500	Managers	Exchange of Letters detailing benefits in exchange for sponsorship and or Sponsorship Contract (Attachment B)
\$2,501 – \$20,000	General Manager	Sponsorship Agreement (Attachment B).
\$20,001 +	Board	Sponsorship Agreement (Attachment B).

**ATTACHMENT B  
CONTRACT**

Part (1) For an agreement less than \$15,000  
Part (2) For an agreement more than \$15,000

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Part (1) For an agreement less than \$15,000

### **SPONSORSHIP AGREEMENT**

**Name and Address of Sponsor:** (If a corporate sponsor, include ACN number and address of its registered office)

**Details of Sponsorship:** (Insert details of goods/services/money provided by sponsor)

#### **Period of Sponsorship:**

From:

To:

**Obligations:** (Insert details of any obligations, acknowledgments, undertakings, and activities which the school/central office must provide for sponsor)

#### **CONDITIONS OF SPONSORSHIP:**

1. Flinders One may at any time cancel this sponsorship agreement with immediate effect:
  - (a) Should it become aware of any University Policy which may affect dealings with the Sponsor,
  - (b) Should it decide that the Sponsor is not an appropriate Sponsor of Flinders One,
  - (c) If the Sponsor becomes insolvent or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
2. The Sponsor shall not hold itself out to the public as having authority to act on behalf of Flinders One by virtue of this Sponsorship Agreement.
3. The Sponsor acknowledges that by accepting this sponsorship Flinders One not endorsing the Sponsor's products, services or business activities.

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**SPECIAL CONDITIONS:** (Insert details of special conditions if any)

## COMMENCEMENT OF AGREEMENT

<p>SIGNED FOR AND ON BEHALF OF FLINDERS ONE BY:</p> <p>_____</p> <p>GENERAL MANAGER FLINDERS ONE</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Witness FLINDERS ONE</p> <p>_____</p> <p>Date</p> <p><i>By signing, the signatory warrants that he or she is duly authorised by FLINDERS ONE to execute this agreement on its behalf.</i></p>	<p>SIGNED FOR AND ON BEHALF OF "THE SPONSOR" BY:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Witness <b>THE SPONSOR</b></p> <p>_____</p> <p>Date</p> <p><i>By signing, the signatory warrants that he or she is duly authorised by <b>THE SPONSOR</b> to execute this agreement on its behalf.</i></p>
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## **Flinders Campus Community Services**

Part (2) For an agreement more than \$15,000

# **SPONSORSHIP AGREEMENT TEMPLATE**

For agreements greater

between

## **FLINDERS CAMPUS COMMUNITY SERVICES TRADING AS FLINDERS ONE**

(“FLINDERS ONE”)

whose office is situated at:

The Union Building Flinders University, Bedford Park

- and -

(“THE SPONSOR”)

[SPONSOR ADDRESS]

### **Recitals**

- A FLINDERS ONE HAS BEEN ESTABLISHED FOR THE PURPOSE OF SERVING THE NEEDS OF STUDENTS THROUGH RELATED EVENTS, ACTIVITIES, PROGRAMS AND VENUES.**
- B THE SPONSOR HAS AGREED TO A SPONSORSHIP WITH FLINDERS UNIVERSITY.**
- C “SPONSOR NAME” (HEREAFTER REFERRED TO AS “THE SPONSOR”) INCLUDES ANY AGENTS, CONSULTANTS, PAID OR NON-PAID EMPLOYEES OR REPRESENTATIVE THEREOF.**

**THE PARTIES AGREE**

DEFINITIONS AND INTERPRETATIONS

**AGREEMENT**

Means the terms and conditions set out in this document including the Agreement details.

**AGREEMENT DETAILS**

Means the table of information to which these terms and conditions which are attached.

**AUTHORIZED REPRESENTATIVE**

In relation to a party means a person appointed pursuant to clause **11.0** of this Agreement.

**CONFIDENTIAL INFORMATION**

Means any information of a Party provided to the other Party in accordance with, or by reason of giving effect to, this Agreement, but does not include information that is already in the public domain other than as a result of a breach of this Agreement, and includes, without limitation, the terms of this Agreement regardless of whether the information is in oral, visual or written form or is recorded in any other medium.

**COMMENCEMENT DATE**

Means the date of agreement described in clause 2.0 in the Agreement Details of this document.

**FORCE MAJEURE**

Means an event or clause beyond the reasonable control of the party claiming force majeure including an act of God, acts or omissions by any Governmental Agency, war, revolution or any other act against public order or authority, industrial action or trade disputes of whatever nature or the requirements of any law.

**INSOLVENCY EVENT**

Means in relation to a Party:

- (a) Either the Party being in liquidation or any order, petition, application, proceeding, meeting or resolution being made, presented, brought, called or passed for the purpose of winding up the Party and not withdrawn;
- (b) A controller (within the meaning of the Corporations Act) having possession or control of any of the assets or undertaking of the Party for the purpose of enforcing a charge;

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- (c) A chargee or any other person being entitled to be in, or having threatened to take, possession or control of any of the assets or undertaking of the Party for the purpose of enforcing a charge;
- (d) An administrator (within the meaning of the Corporations Act) having been appointed or threatened to be appointed to the party; or
- (e) The Party having stopped payments to creditors generally, or being insolvent (within the meaning of the Corporations Act) or unable to pay its debts as and when they fall due.

### **SPONSORSHIP**

Sponsorship is the negotiated provision of cash, goods or services to Flinders One in exchange for advertising, publicity or other benefits for a project, scholarship, event, activity, venue, program, publication or asset of Flinders One. Sponsorship must be sourced in the context and spirit of the organization.

### **SPONSORSHIP BENEFITS**

Means the table of information to which the specific details of sponsorship benefits are attached in Schedule 1 of this document.

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### 1.0 IN THIS DOCUMENT UNLESS THE CONTRARY INTENTION APPEARS:

- (a) A reference to this document means this agreement and includes any variation or replacement of it;
- (b) A reference to a statute or any other law includes regulations and other instruments under it and consolidations, FLINDERS ONE amendments, re-enactments or replacements or any of them;
- (c) Singular includes the plural number and visa versa;
- (d) A reference to any one gender includes each other gender (as the case may require);
- (e) The word “person” includes reference to the person’s executors, administrators, legal personal representatives, and successors and permitted assigns;
- (f) An agreement on the part of, or in favour of, two or more persons bind or are for the benefit of them or any one or more of them jointly and severally;
- (g) “Includes” means includes without limitation;
- (h) A provision must not be construed against partly only because the party prepared it;
- (i) “Month” means calendar month;
- (j) Where a word or phrase is given a defined meaning in this document, any other part of this speech or grammatical form in respect of such word or phrase has a corresponding meaning; and
- (k) “\$” or “dollars” means the currency used in Australia.

**1.1** All headings in this Agreement have been inserted for the purpose of ease of reference only. They do not affect the meaning or interpretation of it.

**1.2** Any Schedule or annexure attached to this agreement forms part of it.

**1.3** If the day on which any act, matter or thing it to be done under pursuant to this agreement is not business days, that act, matter or thing must be done on the next succeeding business day.

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### **2.0 TERM**

This Agreement will commence on the date agreed by the parties at the signing of this Agreement and will continue until the conclusion of the event, unless terminated earlier.

### **3.0 THE SPONSORSHIP AMOUNT**

The total sponsorship amount of this Agreement is described in Schedule 2 and shall be including GST.

**3.1** Upon signing the Agreement a Tax Invoice shall be sent to the SPONSOR as agreed per Schedule 2.

### **4.0 SPONSORSHIP BENEFITS**

#### **FOR THE PERIOD OF THIS AGREEMENT:**

- I. THE SPONSOR shall have the rights to promote this relationship and use the FLINDERS ONE logo and trademarks pursuant to clause 5.5 in this Agreement;
- II. FLINDERS ONE shall deliver the benefits laid out in Schedule 1 of this Agreement.

#### **4.1 MEDIA RELEASES**

FLINDERS ONE shall approve media releases drafted by THE SPONSOR in relation to FLINDERS ONE prior to release to the media, industry or public.

### **5.0 INSURANCE AND PUBLIC LIABILITY**

#### **5.1 THE SPONSOR**

THE SPONSOR shall have its own insurance in place to cover damage to its equipment or injury to its employees or third parties resulting from the use of such equipment, weather conditions, impact or other acts of god.

#### **5.2 FLINDERS ONE INSURANCE**

FLINDERS ONE shall have its own insurance in place to cover damage to its equipment or injury to its employees or third parties resulting from the use of such equipment, weather conditions, impact or other acts of god.

#### **5.3 AUTHORITY TO GRANT SPONSORSHIP**

## **Flinders Campus Community Services**

FLINDERS ONE warrants and undertakes that it has the exclusive rights and full authority to grant the rights and benefits to THE SPONSOR.

### **5.4 OWNERSHIP OF VENUE**

FLINDERS ONE has the sole responsibility for the trademarks, delivery and operation of FLINDERS ONE related events, activities, programs and venues. As such it has sole responsibility for the conduct of FLINDERS ONE employees.

### **5.5 TRADEMARKS**

THE SPONSOR and FLINDERS ONE shall not use each other's trademarks except in accordance with the written consent from each other's authorized representatives or delegated representatives, solely for the purpose of advertising and promoting the alignment and sponsorship benefits in Schedule 1.

### **5.6 INTELLECTUAL PROPERTY RIGHTS**

THE SPONSOR acknowledges that all legal and equitable intellectual property rights (including copyright, trademarks, patents, design and any other rights including the right to registration of a trademark, patent, design or other right) in any document, report, method, technique, matter or thing prepared or written by FLINDERS ONE under or in accordance with this Agreement as a result of or in connection with the performance of the Services will remain the property of FLINDERS ONE.

FLINDERS ONE has granted THE SPONSOR an exclusive license to use the "Official logo".

## **6.0 LIMITATION OF LIABILITY**

- (a) Except as otherwise expressly provided in this Agreement, each Party excludes all:
  - (i) Tortious liability (including but not limited to liability in negligence);
  - (ii) Liability for any economic loss (including but not limited to loss of business, revenue or profits claimed by either party whether direct, consequential or indirect or any associated expenses or costs arising out of or in connection with this Agreement or any termination or breach of this Agreement; and
  - (iii) Liability for any other consequential or indirect loss, damage or cost.

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### **7.0 TERMINATION**

Either Party may terminate this Agreement by giving the other Party written notice if one or more of the following events occur:

- (a) The other Party experiences an insolvency event;
- (b) The other Party has breached a material terms of this Agreement which is capable of remedy and has failed to remedy that breach within 30 days of receiving written notice from that party of that breach; or
- (c) The other Party has committed a material breach of any provision of this Agreement, the breach is not (in the reasonable opinion of the Party relying of this clause) capable of being remedied and that the parties have not agreed in writing a basis upon which this Agreement can continue within 30 days of the breach occurring.

### **8.0 TERMINATION**

**8.1** Either party may terminate this Agreement by giving the other party written notice if one or more of the following events occur:

- (a) The other party experiences an insolvency event.
- (b) The other party has breached a material terms of this Agreement which is capable of remedy and has failed to remedy that breach within 30 days of receiving written notice from that party of that breach; or
- (c) The other party has committed a material breach of any provision of this Agreement, the breach is not (in the reasonable opinion of the party relying of this clause) capable of being remedied and that the Parties have not agreed in writing a basis upon which this Agreement can continue within 30 days of the breach occurring.

### **9.0 CONSEQUENCES OF TERMINATION**

**9.1** THE SPONSOR must notify FLINDERS ONE upon a decision to terminate the contract a full 6 months prior to the end of The Term per clause 2.0.

**9.2** In the event that THE SPONSOR terminates the contract less than 6 months prior to end of the term then the full cash sponsorship amount per Schedule 2 shall apply.

**9.3** Upon an attempt to terminate a contract FLINDERS ONE shall redeem costs incurred in the delivery of Schedule 1.

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### 10.0 WARRANTIES

- 10.1** Each Party represents and warrants to the other Party that:
- (a) The execution and delivery of this document has been properly authorized by all necessary corporate action;
  - (b) It has full corporate power and lawful authority to execute and deliver this document and consummate and perform or cause to be performed all of its obligations under this document;
  - (c) This document constitutes a legal, valid and binding obligation and is enforceable in accordance with its terms; and
  - (d) This document does not conflict with or result in the breach of or default under any provision of its constitution or any material terms or provision of any agreement or deed to which it is a party or by which it is bound.
- 10.2** Subject to clause 10.3 and 10.4 and to the maximum extent permitted by law, all terms, conditions and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage are expressly excluded from this Agreement.
- 10.3** Clause 10.2 does not exclude a term, condition or warranty, which is implied in to this Agreement by any legislation if that legislation also prohibits provisions in a contract excluding or modifying the application of or excuse of, or liability under, that term, condition or warranty.
- 10.4** The liability of either Party for a breach of a term, condition or warranty referred to in clause 10.3 is limited, at the option of the Party in breach.

### 11.0 REPRESENTATIVES

- 11.1** A Party may substitute another person, as it is Authorised Representative by notice in writing to the other Party at any time.
- 11.2** The Authorised Representatives are:

**FLINDERS ONE**

General Manager  
Flinders One

(FLINDERS ONE Authorized signatory)

“SPONSOR”

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### 12.0 NOTICES

**12.1** Any notice or other communication given or made under this document:

- (a) Must be in writing;
- (b) Must be signed by the Party giving it or making it (or signed on behalf of such Party by its duly authorised representative); and
- (c) Must be left at the address or sent by pre-paid post to the address listed below:

(a) If FLINDERS ONE

General Manager  
Flinders One

(b) If "SPONSOR"

AND

- (d) Will be deemed to be received by the addressee:
  - i. (In the case of pre-paid post) on the third business day after the date of posting to an address within Australia;
  - ii. (In the case of facsimile) at the local time (in the place of receipt of that facsimile) which then equates to the time at which that facsimile is sent as shown on the transmission report which is produced by the machine from which that facsimile is sent and which confirms transmission of that facsimile in its entirety, unless it is not a business day in the place of receipt of the feedback, or is after 5:00pm on a business day, in which case that communication will be deemed to be received at 9:00am on the next business day;  
AND
  - iii. (In the case of delivery by hand) on delivery at the address of the addressee as provided in paragraph c, unless that delivery is made on a day which is not a business day, when that communication will be deemed to be received at 9:00am on the next business day.

**12.2** A Party may change its address for the purpose of service of notices by giving notice of that change to each other party pursuant to clause 12.1.

### 13.0 ASSIGNMENT

**13.1** No Party may assign or transfer any of its rights or obligations

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under this Agreement without the prior written consent on the other Party, such consent not to be unreasonably withheld.

**13.2** A Party may assign or transfer any of its rights or obligations under this Agreement to any of its Related Bodies Corporate without consent of the other Party provided always that:

**13.2.1** It gives the other Party 60 days prior notice of any such assignment; and

**13.2.2** If required by the other Party, it guarantees the performance of the obligations of the relevant Related Body Corporate in a form and in substance reasonably satisfactory to the other Party.

## **14.0 FURTHER ASSURANCE**

14.1 Each Party must do everything or reasonably required by another Party to give full effect to the purposes, and transactions contemplated by, this document.

## **15.0 RELATIONSHIP BETWEEN PARTIES**

15.1 Nothing in this document:

- (a) Constitutes a partnership between the Parties; or
- (b) Except as expressly provided, makes a Party an agent of another Party for any purpose.

No Party can in any way for any purpose:

- (a) Bind another Party.

15.2 If a Party must fulfill an obligation and that Party is dependent upon another Party, then each Party is obliged to do each thing reasonably within its power to assist the other in the performance of that obligation.

## **16.0 WAIVER AND CONSENT**

16.1 A Party does not waive a right or remedy under this document or at law if it:

- (a) Fails to exercise a right or remedy;
- (b) Only partially exercises and right or remedy; or
- (c) Delays in exercising a right or remedy.

16.2 A Party which exercises a single right or remedy or partially exercises a right or remedy maintains its right to:

- (a) Further exercise the right; or
- (b) To exercise another right.

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(c) A Party must give a waiver or consent in writing

### **17.0 FORCE MAJEURE**

17.1 If a Party is unable to perform an obligation (other than to pay money) under this Agreement by reason of Force Majeure, that obligation is suspended for the minimum extent and duration of the Force Majeure, provided that the Party:

(a) Gives the other Party prompt notice of reasonable details of the Force Majeure and an estimate of the extent and duration of its inability to perform; and

(b) Uses reasonable commercial endeavors to remove that Force Majeure as quickly as possible.

17.2 Without prejudice to clause 17.1 if the Force Majeure continues more than 10 business days after the notice given under clause 17.1 (a), the Parties must meet to discuss in good faith a mutually satisfactory resolution to the problem.

### **18.0 WHOLE AGREEMENT**

This document records the entire agreement between Parties and supersedes all previous negotiations, understandings or agreements regarding sponsorship.

### **19.0 VARIATION**

A modification of this document is only binding if each Party first signs a written agreement setting out the modification.

### **20.0 INVALIDITY**

Even if a part of this document is for any reason invalid or unenforceable, the remaining portion remains in full effect as if each Party has signed it without the invalid portion.

### **21.0 NO MERGER**

21.1 This clause applies even if the Parties complete a transaction contemplated in this document.

21.2 A Party's obligation, which is of a continuing nature or is not fully satisfied and discharged on completion.

21.3 Does not merge on completion or in any transfer.

21.4 Continues in favor of the party to which it is owed; and

21.5 Remains in full effect.

### **22.0 ANNOUNCEMENTS**

22.1 Except as required by applicable law or regulation or the

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requirements of any regulatory body (including any relevant stock exchange), all press releases and other public announcements in relation to this Agreement must be in terms agreed by the Parties.

### **23.0 CONFIDENTIALITY**

23.1 Each Party must hold the other Party's confidential information in strict confidence and must not allow any third party to access the other Party's confidential information and must not disclose any of the other third party's confidential information to any third party, except:

(a) In accordance with clause 23.2; or

(b) On receiving the prior written consent of the other Party,

and must not use the other party's confidential information for any purpose other than for performing its obligations under this agreement.

23.2 Notwithstanding a Party's obligations under clause 23.1, a Party may disclose the confidential information of the other Party:

a. To a Party's professional advisers, financial advisers, bankers, financiers, ministers or the crown auditors where that person is obliged to keep the information confidential;

b. In connection with legal proceedings or the dispute resolution process;

c. As required by law or regulation or any requirement of any regulatory body (including government departments) provided that, where practicable, the disclosing Party has first notified the other Party that is required to disclose the confidential information so that the other Party has an opportunity to protect the confidentiality of its confidential information;

### **24.0 DISPUTE RESOLUTION**

24.1 Unless provided otherwise in this Agreement, if a Party has any dispute in relation to this Agreement (Dispute) that Party must, before resorting to external dispute resolution mechanisms (except for urgent interlocutory relief), notify the other Party in writing setting out the reasons for the dispute.

24.2 Where a notice has been given under clause 24.1, the Parties will attempt to resolve the dispute by referring the matter to their respective Authorized Representative who must meet

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within 5 business days of the date of the receipt of the dispute notice to negotiate in good faith a resolution.

24.3 If the dispute has not been resolved between the Parties within 10 business days of the conclusion of the mediation process, the Parties are free to pursue any other rights or remedies available to it.

24.4 Each Party will continue to perform this Agreement notwithstanding the existence of a dispute.

### **25.0 COSTS**

25.1 Each Party is to pay its own legal costs and disbursements of and incidental to the preparation, completion and signing of this document.

### **26.0 STAMP DUTY**

26.1 Each Party must pay stamp duty (including any penalties or fines) which is payable on this document or in respect of any transaction referred to in this document and any documents which are executed in accordance with the provisions of this document to effect those transactions.

### **27.0 GOODS AND SERVICES TAX**

27.1 Any consideration or payment obligation in this Agreement is exclusive of GST unless otherwise stated.

27.2 If a supply made under or in connection with this Agreement is a Taxable supply for which the consideration is a payment of money the consideration for the supply is increased by an additional amount equal to the amount of that consideration multiplied by the relevant GST rate.

27.3 The additional amount under this clause 27 is payable at the time and in the manner as the consideration for the supply to which the additional amount relates.

27.4 A Party, who receives consideration, whether monetary or otherwise, must give the other Party a Tax Invoice in a form which complies with the GST Law within 10 business days after the end of the month in which any consideration is paid, or invoice issued, in relation to the supply, or whichever comes first.

27.5 Unless otherwise stated in this agreement, the following principals apply when determining the amount of payment under this agreement.

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- (a) If a Party is entitled under this Agreement to be reimbursed or indemnified by other Party for any expense, claim, loss, liability or cost incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Credit may be claimed; and
- (b) If a Party sets off an amount under this Agreement, the principles apply to calculation the amount to be set-off, as if the amount has been paid in accordance with paragraph (a).

27.6 If an adjustment event occurs, the Parties must do all things necessary to make sure that the adjustment event may be appropriately recognised, including the issue of an adjustment note.

27.7 In this clause:

- (a) GST means goods and services tax under the GST Law, as that expression is defined in A New Tax System (Goods and Services Tax) Act 1999; and
- (b) A term or expression starting with a capital letter which is defined in the GST law but not defined in these terms has the meaning as in the GST Law;

## 28.0 COUNTERPARTS

28.1 If this document is signed in counterparts then:

- (a) Each is deemed an original;

And

- (b) Together they constitute one document.

## 29.0 GOVERNING LAW

29.1 The laws of South Australia govern this document.

29.2 In the case of FLINDERS ONE also the FLINDERS ONE Constitution 2006; and

29.3 The parties submit to the non-exclusive jurisdiction of the courts of that place.

## 30.0 FUTURE SPONSORSHIP

30.1 The SPONSOR shall notify FLINDERS ONE within 14 days in writing upon the receipt of a letter of intent to renew from FLINDERS ONE whether the SPONSOR wishes to enter into a sponsorship agreement with the terms outlined in the notice.

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- 30.2 If the SPONSOR'S response to a FLINDERS ONE notice is that it does wish to enter into a sponsorship agreement with FLINDERS ONE in the terms outlined in the notice, then the Parties will proceed to negotiate a sponsorship agreement embodying the terms of the sponsorship. In the event that the SPONSOR'S response to FLINDERS ONE notice is that it does not wish to enter into a sponsorship agreement with FLINDERS ONE, or the Parties cannot agree the terms of a new sponsorship agreement within 120 days of the SPONSOR receiving a FLINDERS ONE notice, FLINDERS ONE may approach any other parties for sponsorship.

### **31.0 INDEMNITY**

- 31.1 Each Party's obligation to indemnify the other under this clause must be reduced in proportion to the extent that any act or omission of the other gives rise to a legal remedy and contributes to the loss or liability. Each Party ("the indemnitor") must keep the other Party indemnified from and against any costs, loss, expense or liability of any kind suffered or incurred by such other Party in respect of any loss of life, personal injury or disability, loss of or damage to property, or any other loss whatsoever arising out of any negligence or wrongful act or omission by the indemnitor or any person employed or engaged on its behalf in connection with this Agreement, or any breach of this Agreement by the indemnitor.

### **32.0 AMBUSH**

FLINDERS ONE is only able to exercise control over activities and promotions within the bounds of the FLINDERS ONE venues and scope of operations and will not be liable for any promotion outside those areas.

- 32.1 FLINDERS ONE will stop any potential ambush where sighted and will provide staff, security and local council with a list of approved sponsors and a calendar of promotional activities.
- 32.2 FLINDERS ONE will use its best endeavours to assist staff, security and local councils to prevent promotional activities which conflict with FLINDERS ONE official sponsors.

## Flinders Campus Community Services

### SCHEDULE 1

#### SPONSORSHIP BENEFITS

Sponsorship of FLINDERS ONE will entitle THE SPONSOR to the following sponsorship benefits as detailed below:

<b>Item 1</b>	RECOGNITION	Detail what the sponsorship title is (Foundation, Major Corporate Sponsor).
<b>Item 2</b>	THE SPONSOR LOGO	Detail where the sponsors logos will appear publicly.
<b>Item 3</b>	UNION BUILDING SIGNS	<b>Detail official Flinders One sign opportunities.</b>
<b>Item 4</b>	BILLBOARDS	Detail billboard opportunities.
<b>Item 5</b>	ENTERTAINING	Detail entertaining opportunities.
<b>Item 5</b>	INTERNET	Detail how sponsor will have the opportunity to use the FLINDERS ONE Internet site.
<b>Item 6</b>	VERBAL RECOGNITION	Detail recognition to be given during events.
<b>Item 8</b>	TELEVISION ADVERTISEMENT	Detail any television support.
<b>Item 9</b>	MAIL OUT	Detail mail out opportunities.
<b>Item 10</b>	SAMPLING	Detail sampling calendar.
<b>Item 11</b>	OTHER	Detail other negotiated sponsorship opportunities.

## Flinders Campus Community Services

### SCHEDULE 2 THE SPONSORSHIP INVESTMENTS

CASH	Detail any cash support including GST
IN KIND	Detail any in kind support

**Flinders Campus Community Services**

**COMMENCEMENT OF AGREEMENT**

<p>SIGNED FOR AND ON BEHALF OF FLINDERS ONE BY:</p> <hr/> <p>GENERAL MANAGER FLINDERS FLINDERS ONE</p> <hr/> <p>Date</p> <hr/> <p>Witness FLINDERS ONE</p> <hr/> <p>Date</p> <p><i>By signing, the signatory warrants that he or she is duly authorised by FLINDERS ONE to execute this agreement on its behalf.</i></p>	<p>SIGNED FOR AND ON BEHALF OF "THE SPONSOR" BY:</p> <hr/> <p>Date</p> <hr/> <p>Witness <b>THE SPONSOR</b></p> <hr/> <p>Date</p> <p><i>By signing, the signatory warrants that he or she is duly authorised by <b>THE SPONSOR</b> to execute this agreement on its behalf.</i></p>
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