

ATTACHMENT A

**NSW BUSINESS CHAMBER BUSINESS
AWARDS 2017-2019
SPONSORSHIP PROPOSAL –
EXCELLENCE IN SMALL BUSINESS
CATEGORY SPONSOR AND PRINCIPAL
PARTNER, SYDNEY CITY REGION**

A man in a dark blue suit, white shirt, and dark tie is speaking at a podium. The podium has the NSW Business Chamber logo on it. The background is a stage with blue and purple lighting and geometric shapes.

**NSW Business Chamber
Business Awards Program
City of Sydney
Partner 2017 - 2019**

Invigorating business



Syd Cassidy
Director City Engagement



Telephone: +61 2 9265 9406
Mobile: +61 419 202 317
cityofsydney.nsw.gov.au

Dear Syd,

**NSW Business Chamber – CITY OF SYDNEY
2017/18/19**

Sydney City Region Principal Partner + State Category Sponsor for “Excellence in Small Business”

In building our strategic partnership, we are delighted for City of Sydney to accept this innovative new engagement for the next three-year period.

To expand strategy even broader, we are delighted CITY OF SYDNEY embraces this dual engagement for our Iconic Business Awards as **both** Principal Partner of the Sydney City Region and State Wide Category Partner – Excellence in Small Business.

NSW Business Chamber is Australia’s leading business organisation supporting 20,000 member businesses across NSW, including some of the largest Australian and multi-national companies with our Sydney Business Chamber. Our mission remains to support and grow business and their services in this state and beyond.

This 3-year Business Awards bundled Sponsorship delivers for City of Sydney your existing State-wide Business Category ownership a strong focus to grow the Sydney City Regional Awards program together with our newly established CBD Business Chamber.

We look forward to working together on an expanded City business membership engagement + measurable investment return for the City of Sydney.

Yours Sincerely,

Owen Coughlan
Partnership and Sponsorship Manager

NSW Business Chamber

140 Arthur St North Sydney NSW 2060

Tel: 02 9458 7329 | Mob: 0413 730544 | Fax: 02 9929 6388 | Web:

www.nswbusinesschamber.com.au

July 2016

Partner contact

Tina Lonergan
Marketing Team Leader - Global City, Local Communities
Marketing – City of Sydney
Telephone: +61 2 9265 9598
Mobile: +61 434 320 763
cityofsydney.nsw.gov.au

Overview

NSW Business Chamber

NSW Business Chamber is the state's peak business support organisation, dedicated to helping member businesses of all sizes grow and prosper.

We connect you to peers, industry leaders and government to create opportunities and influence change.

Through our expert advice and business solutions, we can help you become more productive, competitive and profitable.

State Business Awards

NSWBC Business Awards recognise the outstanding achievements of our members and pay tribute to the businesses that make our membership community.

NSWBC yet again achieved exceptional membership growth last year, now with 20,000 business members. In 2015, over 3,000 businesses entered the awards across the state.

Near 1,000 guests attend the penultimate spectacular state gala dinner event, featuring live entertainment, a sumptuous dining experience, excellent networking opportunities and the nail-biting announcement of the respective winners who all became eligible to via winning in their respective regional awards program.

Category Partner

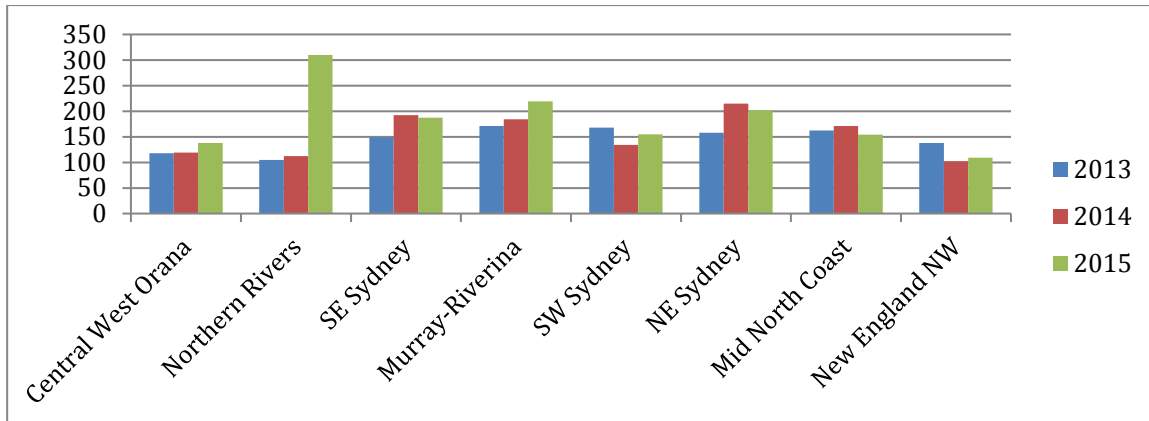
As our SME category partner this delivers expanded participation state-wide, with an integrated marketing campaign, affording your partnership extensive brand association and direct product generation within the NSWBC membership and regional client base.

Target audience and award participants include business owners, CEOs and key decision makers across small, medium and large businesses in all industry sectors.

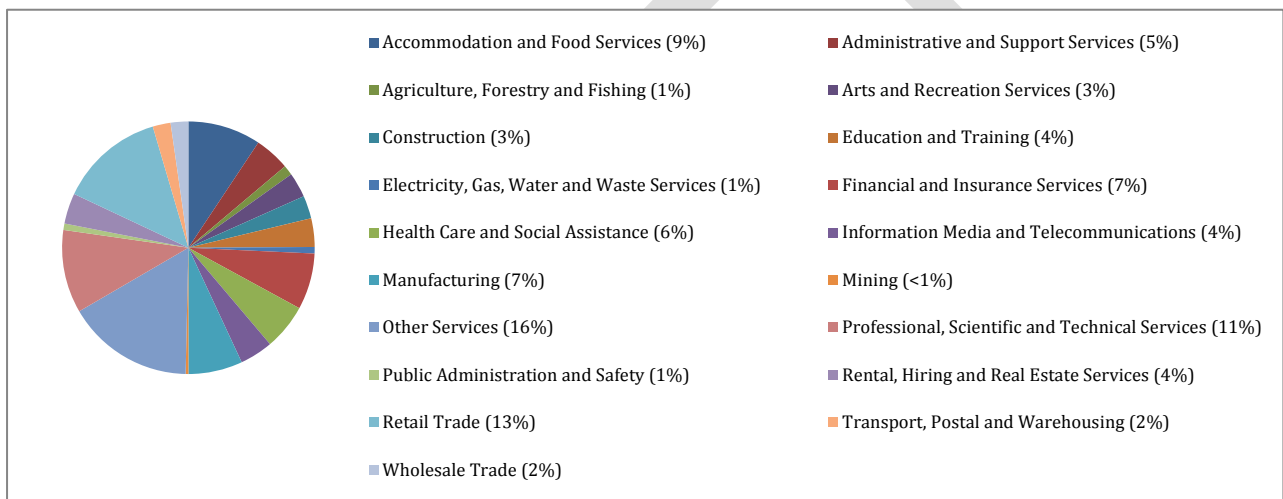
This proposal outlines your 3-year NSWBC Sydney City Region and State Business Awards Category Partnership, in return for collaborative marketing efforts, designed to help drive participants into the entire Awards program, including our newly targeted CBD Regional Chamber.

(refer Attachment A)

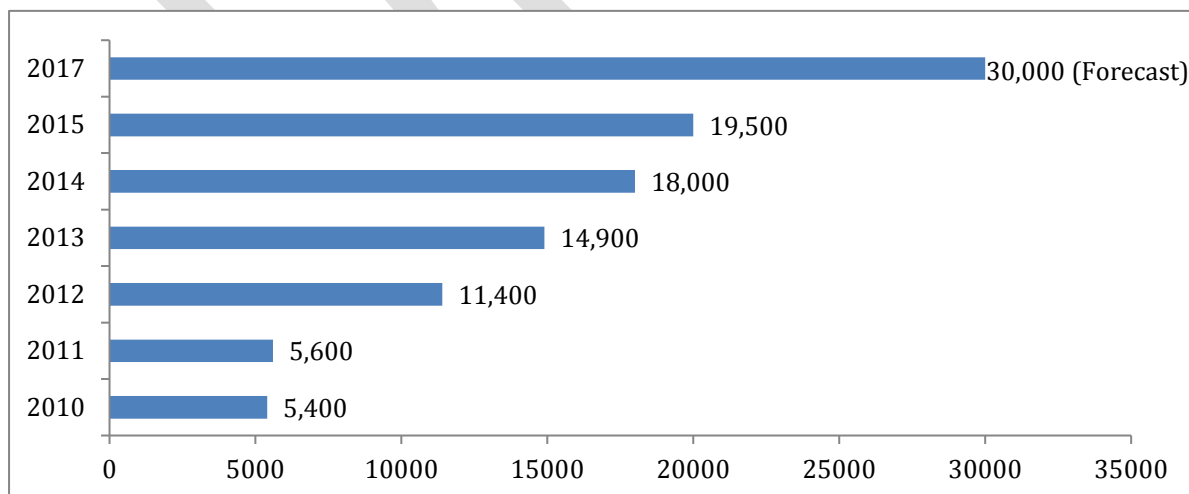
Business Awards Attendance



Member Market Segmentation



Membership Growth



Example: 2017-19 Regional and Metro Dates

Sydney Metropolitan Business Award Program - Regional NSW Business Award Program
Independent Award Programs

REGION	ENTRIES OPEN	JUDGING COMMENCES	FINALISTS ANNOUNCED	AWARD GALA EVENT- Venues TBC
Central West /Orana/Far West Vicki Seccombe	8 February	22 March	4 April	Friday 6 th May Turners Vineyard Orange
Central Coast Daniel Farmer	1 March	18 May	2 June	27 August TBC
Sydney City Eddie Reginato	2 May	8 June	23 June	Thursday 21 st July Lower Town Hall (Syd)
Sydney North East Eddie Reginato	9 May	15 June	1 July	Thursday 28 th July Kirribilli Club Milsons Point
Sydney South East Eddie Reginato	11 May	22 June	6 July	Wed 3 rd August Icebergs Bondi
Western Sydney (WSABE) Louise Zajac	2 May	29 June	15 July	Friday 19 th August Waterview Bicentennial Sydney Olympic Park
Macarthur Michelle Caruso	14 June	20 July	5 August	Friday 2 nd September The Cube Campbelltown
Mid North Coast Kellon Beard	27 June	3 August 2016	19 August	Friday 16 th Sept Rydges Port Macquarie
Murray-Riverina Ben Foley	4 July	17 August	2 September	Friday 16 September Wagga Wagga
Northern Rivers John Murray	4 July 2016	17 August 2016	2 September	Saturday 24 th September Workers Club Lismore
New England / North West - Joe Townsend	11 July	24 August	9 September	Friday 30 th September Town Hall Tamworth
Blue Mountains				TBC
Hunter				Fri 5 th August TBC
Illawarra Business Chamber (new 2017)				Friday 21 st October Illawarra Performing Arts Centre TBC
Far South Coast Gary Ryan	8 August	14 September	30 September	Online announce State Finalists only
State Awards				Friday 25 th November Sydney TBC

2017-19 Business Award Categories

○ **Excellence in Export** (available)

Recognises leading examples of businesses that are forging a strong reputation for Australian products and services in international markets. This may be demonstrated by, but is not limited to:

- Innovative export marketing strategy
- Growth through export sales
- Expansion into new markets
- Export sales as a percentage of overall sales

○ **Excellence in Innovation** (Partner: Qantas)

Recognises businesses that have made significant contributions to their industry through the introduction or improvement of an idea, method, technology, process or application. This may be demonstrated by, but is not limited to:

- New products/services or business offerings
- Transformations in production/business processes or in work or people organisation
- Application of a new technology or imaginative new uses of existing technology
- History of continual and incremental innovations resulting in new capabilities
- Excellent track record of eliciting innovative ideas & managing these in the workplace

○ **Excellence in Sustainability** (Partner: Office of Environment & Heritage)

Recognises businesses that are working to reduce the impact of their operations on the environment and/or provide products and services that have positive environmental outcomes. This may be demonstrated by, but is not limited to:

- Staff engagement and incentives for sustainability
- Resource efficiency (water, energy and waste) including measurement and reporting
- Supply chain management/sustainable procurement, including the use of 'recycled content' products
- Response to climate change and the reduction of greenhouse gas emissions
- Restoration of habitat and other actions to protect and enhance biodiversity
- Strategic approach and planning to 'greener' products and services

○ **Employer of Choice** (Partner: CareSuper)

Recognises organisations that put in place strategies and initiatives to create stimulating and support workplace environments for their employees. These strategies or initiatives must have a positive impact on both employees and the organisation as a whole. This may be demonstrated by, but is not limited to:

- Implementing new and different OHS and environmental strategies to improve their workplace
- Training and education initiatives (how staff are recognised and rewarded, structured career paths, succession planning and opportunities for development and growth)
- Implementing human resource initiatives (i.e. flexible working arrangements)
- Ongoing measurement (and positive results) of employee engagement

o **Excellence in Business Ethics** (Partner: Kaspersky Lab)

- o Practice ethically aware behaviours in their business dealings to build win/win enduring relationships
- o Forge a union between business partners and the communities that are touched by their business practices
- o Advocates of ethical and responsible business in corporate governance

o **Excellence in Small Business** (Partner: City of Sydney)

Recognises a company (with less than 20 employees) that has attained significant growth and is able to demonstrate the specific strategies and processes implemented to achieve sustainable growth in the financial year to 30 June 2016. This may be demonstrated by, but is not limited to:

- o Overall market share growth within the 2015/2016 financial year
- o Increase in sales revenue and net overall profit within the 2015/2016 financial year
- o Increase in productivity and outcomes (i.e. people, processes and marketing)

o **Excellence in Business** (Partner: Westpac)

Recognises a business that has attained significant growth and is able to demonstrate the specific strategies and processes implemented to achieve sustainable growth over the previous 24 months.

* This includes all employees on payroll in Australia such as contractors, casual and labour hire staff.

o **Young Entrepreneur (18 – 35 yo)** (partner interest currently)

Recognises an inspirational young person who through their own commitment and passion has built a successful business. This may be demonstrated by, but is not limited to:

- o Outstanding entrepreneurial spirit
- o Strong strategic direction
- o Innovative ideas
- o Providing inspiration to a new generation of upcoming young entrepreneurs

o **Young Business Executive (18 – 35 yo)** (available)

Recognises positive contribution to business through their own commitment and passion have outstanding results in a business environment. This may be demonstrated by, but is not limited to:

- o Outstanding business acumen
- o Strategic engagement (and recognised accordingly)
- o Inspiring young business executive



o **Business Leaders Award (35+ age group)** (Partner: TimeTarget)

Recognises the positive contribution made to business by business people and professionals. This may be demonstrated by, but is not limited to:

- o Outstanding leadership
- o Entrepreneurial spirit
- o Strategic business direction
- o Innovative ideas
- o Providing inspiration to a new generation of upcoming business leaders

o **NSW Business Chamber Award – Business of the Year**

Presented by the President of the NSW Business Chamber, this award takes into account all award categories and is awarded to a company considered an 'all-rounder', giving a superior performance in all aspects.

This category is not eligible for sponsorship.

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Category/Principal Partnership Entitlements

Sydney City Region Awards Eligibility - Business Applicants

1. City of Sydney LGA client marketing. To expand SME participation, pre-launch / marketing initiatives, NSW Business Chamber will target business membership through our new Sydney CBD Chamber of Commerce and other business chambers located within the City of Sydney's LGA. (TBC- marketing plans in consultation)
2. All Local Businesses located within the City of Sydney LGA can apply to the Sydney City Regional Business Awards, but do not necessarily have to be members to enter. Those progressing to State Awards as finalists need to be/become members of the Local Chamber or NSWBC.
3. The overarching intention is to encourage as many businesses in the City of Sydney's LGA to apply to the awards and potentially convert ALL participants to be members either of their new Local Chamber, or members directly with NSWBC.

Partner Benefits

o Advertising & Branding

Pre-event/s for both City of Sydney Region and State Awards

- o Event category partner logo acknowledgement for Regional and State awards in all marketing activities or collateral produced
- o Partner logo and hyperlink on Regional + State Awards website (where applicable)
- o Partner logo included on all Regional + State Awards eDMs (where applicable)
- o Naming Rights acknowledgement of the regional program gala event as the **"Sydney City Region Business Awards- in partnership with City of Sydney"**

State Awards

- o Full page colour advertisement in printed event program
- o Partner bio in printed program (200 words)
- o Partner logo acknowledgement in State Awards printed program (plus on screen during Award)
- o Partner logo acknowledgement on holding slide, menus and on screen during entertainment

Other

- o Partner logo + bio (50 words) in Business Connect post-event award supplement
- o Full page colour advertisement in Business Connect Magazine (in 4 issues over 12 months)
- o Editorial content (subject to approval) in Business Connect (in 4 issues over 12 months)

○ **Awards Judging Process**

- Partner representative to judge category awards Excellence in Small Business at both Regional and State judging panels/periods

Note: To ensure the highest standard of award submission, NSWBC actively generates submissions from the best regional and metropolitan businesses via our extensive regional network and frontline team who are on the road across the state and at the coalface with our members.

Partners are involved not just in the event, but throughout the awards process. Partner representatives are invited to participate in the judging process, along with a NSWBC expert in the field and a business representative from the NSWBC State Council.

○ **Regional + State Award Recognition**

- Presentation of Business of the Year at City of Sydney Region Business Awards
- Presentation of Category winner Excellence in Small Business at all other Regional night(s)
- Recognised as an exclusive Excellence in Small Business category partner at all events
- Recognised as Principal Partner of the City of Sydney Region Business Awards in official welcome address and as the Sydney Region's Principal Partner in the State Awards official welcome address
- Co-naming/Branding rights to City of Sydney Region Business Awards (i.e. City of Sydney-NSWBC Business Awards)
- Lord Mayor address at the City of Sydney Region Business Awards

○ **Ticketing**

- 3 x complimentary tables of 10 guests at the new City of Sydney Region Business Awards dinner
- 1 x complimentary table of 8 guests at all other Regional Award events
- 1 x complimentary tables of 10 guests at the State Awards
- Opportunity to purchase additional tickets at discounted rates
- 4 x complimentary tickets to attend our annual CEO Club event, held at Park Hyatt in December from 6.30 – 10pm (2017-19 dates/venue TBC)

Special Provisions

As part of this partnership, CITY OF SYDNEY can provide to NSWBC marketing & venue support for client promotion (as *noted above & subject to approval by NSWBC*).

Terms for Award engagement are as follows:

1. Effective for the period January 2017 – December 2019. 3-year Business Awards partnership.
2. Partner to be given first option for 2020 renewal.
3. City of Sydney to contribute \$10k+gst towards catering of the City of Sydney Region Awards plus free venue usage, for the period of this agreement.
4. Event sponsorship and membership arrangements offered to company are subject to NSWBC's standard terms and conditions plus Attachment B.
5. Events and event attendances are not guaranteed and may change without notice.
6. Events are for information purposes only and do not constitute advice to delegates.

Special Membership Offer for City of Sydney

NSWBC are offering a discount on membership. For partners participating in our Awards program, we can offer the following:

One Year Partner

- ✚ One year membership with NSWBC Corporate Connections (10% discount)
- ✚ One year membership with NSWBC Corporate IR (10% discount)

Multi Year Partner

- ✚ One year membership with NSWBC Corporate Connections (20% discount)
- ✚ One year membership with NSWBC Corporate IR (20% discount)

Investment

In confirming this partnership opportunity, please complete and sign this Booking Form and return via email to Owen Coughlan (owen.coughlan@nswbc.com.au) or Tim Lockwood (timothy.lockwood@nswbc.com.au).

Partner Details

Tina Lonergan
Marketing Team Leader - Global City, Local Communities
Marketing – City of Sydney
cityofsydney.nsw.gov.au

Partnership Election 2017-18-19

CITY OF SYDNEY confirms that it will act as 2017/18/19 Sydney City Region Business Awards Principal Partner (known as Sydney City Region Business Awards) + State Category Partner – Excellence in Small Business:

Year 1	<input type="checkbox"/>	\$ 80,000 + GST
Year 2	<input type="checkbox"/>	\$ 80,000 + GST
Year 3	<input type="checkbox"/>	\$ 80,000 + GST

Note: for the Region awards, catering contribution and provision of event venue from City of Sydney.

Part C: Signatures

Signature for and on behalf of
CITY OF SYDNEY

Signature of authorised representative of CITY OF SYDNEY

Print name

Date

Signature for and on behalf of
the NSWBC:

Signature of authorised representative of NSWBC

Print name

Date

Please note, this Agreement is subject to NSWBC's standard terms and conditions (<http://www.nswbusinesschamber.com.au/terms-and-conditions>) plus Attachment A.

Partner Matrix

INCLUSIONS	PRINCIPAL PARTNER (City of Sydney Region Business Awards)	CATEGORY PARTNER (STATE WIDE)
Event		
Sponsor to make awards address	Dinner	
Sponsor to present award prize on the night	All categories	Yes
Recognised as sponsor in President's welcome address	Dinner	Yes
Recognised as sponsor in MC welcome address	Dinner	Dinner
City of Sydney Business Awards Gala Dinner complimentary tickets	30**	
Regional Gala Dinner complimentary tickets per event (Draft schedule attached)		8*
State Gala Dinner complimentary Tickets		10**
Opp to purchase additional dinner tickets at disc. rates	Yes	Yes
Marketing (Pre-Event)		
Sponsor logo, recognition and link on Annual Awards website and associated social media	Co-branded	Yes
Sponsor logo on State Awards EDMs - dinner	Co-branded	Yes
Sponsor Logo on Regional Awards edm's	Yes	Yes
Marketing (at Event)		
Opp to show 1-2 minute video sponsor video at State Award gala dinner	Yes	Yes
Full page advertisement in State Award event program	Yes	Yes
Welcome letter from sponsor in State Awards event program	200	
Sponsor bio included in State Awards night event program	200 words	50 words
Sponsor logo included in State Award event program	Co-branded	Yes
Sponsor logo on screen during award category presentation (state and regional events)	Co-branded	Yes
Sponsor logo on holding slide	Co-branded	Yes
Sponsor logo on screen during entertainment	Co-branded	Yes
Sponsor logo on table menus (state and regional events)	Co-branded	Yes
Sponsor logo on name badges (state and regional events)	Co-branded	
Sponsor logo on table menus (state event)		Yes
Sponsor logo on table menus (regional event)	Yes	Yes
City of Sydney logo alongside NSWBC logo on lectern signage and major screen	Yes	No
Marketing/Editorial (Post-Event)		



Sponsor logo included in State award supplement	Co-branded	Yes
Sponsor bio included in State award supplement	200 words	50 words
Full page colour ad in State award supplement	Yes	Yes
Full page colour ad in Business Connect magazine	4 issues (12 months)	
Editorial content in Business Connect	Yes	Yes

** 3 x tables of 10.

* 1 x table of 8. Note: seats cannot be split on different tables around the room.

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Attachment B: NSWBC Partnership T&Cs

1. OUTLINE

- 1.1 **Acceptance:** You accept these Terms + Conditions when you submit a signed Booking Form to us.
- 1.2 **Term:** The term of the Partnership is as detailed in the Booking Form, unless terminated earlier pursuant to Clause 10.2.
- 1.3 **Renewal:** At the expiry date of the initial term, you will be given the first option for renewal for a further term on terms and conditions agreed between the parties in writing.

2. PARTNERSHIP AMOUNT

- 2.1 **Partnership Amount:** Unless otherwise agreed to in writing by us or by our authorised representative, subject to clause 2.2, the Partnership Amount you agree to provide is by reference to your signed Booking Form as per your selected Partnership Level.
- 2.2 **Variation of Partnership Amount:** The Partnership Amount may be amended by the mutual agreement in writing of the parties.

3. PAYMENT

- 3.1 **Payment date:** You agree to provide the Partnership Amount to us by the date specified in the Partnership Options Document, corresponding to the Partnership Level selected by you in the Booking Form. If you selected a Partnership duration of greater than one year, the date for payment of the Partnership Amount for future years will be agreed between the parties in writing.
- 3.2 **Payment method:** You agree to provide the Partnership Amount to us either in cash, by direct credit to the bank account nominated by us, by credit or by cheque, or, as otherwise indicated by us in writing.
- 3.3 **Payment in instalments:** We may at our discretion accept payments in instalments of the Partnership Amount upon such terms as we see fit.

4. PAYMENT DEFAULT

We may, in the event of your failure to provide the Partnership Amount in accordance with clause 3, immediately terminate this Partnership Agreement at our absolute discretion upon notice in writing to you.

5. PARTNERSHIP ENTITLEMENTS

- 5.1 **Entitlements:** In consideration for the payment of the Partnership Amount, we agree to provide you the entitlements for Partnership specified in the Partnership Options Document, corresponding to the Partnership Level selected by you in the Booking Form (the **Entitlements**).
- 5.2 **No liability:** We will not be liable for any Entitlement unable to be delivered due to the actions or inactions (whether deliberate or not) of the NSW Business Chamber or any other third party.

6. THE EVENT

- 6.1 **Change in Event:** The Event and Event attendances are not guaranteed and may change without notice. We will not be liable for any such changes in the Event or Event attendances.
- 6.2 **Cancellation of Event:**
 - 6.2.1 We will not be liable if the Event is cancelled due to the actions or inactions (whether deliberate or not) of the NSW Business Chamber or any other third party.
 - 6.2.2 If the Event is cancelled prior to the delivery of any Entitlements to you, we will refund to you the total Partnership Amount already paid by you, as soon as reasonably practicable.
 - 6.2.3 If the Event is cancelled after the delivery of any Entitlements, we will refund to you an appropriate pro rata apportionment of the Partnership Amount already paid by you, taking into consideration the Entitlements delivered, as soon as reasonably practicable. The appropriate pro rata apportionment will be as agreed between the parties.
- 6.3 **Information only:** The Event is for information purposes only and does not constitute advice to your delegates.

7. LIMITATION OF LIABILITY

- 7.1 **Limitation of liability:** Our aggregate liability to you for breach of, or liabilities under, in respect of and in connection with these Terms + Conditions and the Event as well as our duties at law and in equity (however arising) and whether in contract, tort (including without limitation negligence and occupier's liability), under statute, under indemnities or on any other basis is limited to the Partnership Amount paid to us.
- 7.2 **No liability for consequential loss:** Subject to rights that you may have in law or in equity, which are not excluded, modified or restricted (to the extent to do so is unlawful), we are not liable to you or any other person, whether in contract, tort or otherwise, for any loss or damages (including without limitation specific, indirect, consequential or economic loss) howsoever caused arising from any event.
- 7.3 **Consequential loss inclusions:** In no circumstances will we be liable to you or your successors in title or

permitted assignees for any indirect or special or consequential loss or damage arising out of, in connection with or relating to the performance, breach, termination or non-observance of the agreement constituted by these Terms + Conditions or in relation to the Event. You agree that loss of profits, revenue, goodwill, bargain, opportunities, loss or corruption of data or loss of anticipated savings however and whenever occurring, will constitute indirect or consequential loss or damage.

8. INTELLECTUAL PROPERTY

- 8.1 **Your intellectual property:** If you provide us with Material to be used for the purposes of the Partnership:
- 8.1.1 You warrant and represent to us that the Material you provide to us will not infringe the Intellectual Property Rights of any third party; and
- 8.1.2 You indemnify and will keep us indemnified from and against any and all claims, liabilities, obligations, expenses or damages which we may suffer or incur as a result or in connection with the representation or warranty in clause 8.1.1 being untrue or breached.
- 8.2 **Licence over Materials:** You grant to us a non-exclusive royalty-free license throughout the universe to use all Intellectual Property Rights in all Materials for so long as necessary or convenient for the Partnership.
- 8.3 **Marketing Materials:** You agree that as part of the Partnership, you may be requested to provide to us pre-agreed marketing support Materials for promotion of the Event.
- 8.4 **Our intellectual property:** All of the Intellectual Property Rights in and relating to the Partnership remains the property of the relevant proprietor or licensee and shall not be transferred, assigned, licensed, reproduced, disclosed or otherwise given to any other person by you without our prior written consent.
- 8.5 **Confidentiality:** You shall keep confidential and shall not use any confidential information communicated by us to you without our prior written consent. This clause 8.5 continues to apply beyond the expiry of these Terms + Conditions.

9. GST

- 9.1 **Prices exclusive of GST:** Unless otherwise agreed, prices with respect to any taxable supply are exclusive of GST.
- 9.2 **GST payable in addition:** You must pay to us all GST in addition to any other amounts payable by you to us in respect of a taxable supply, if applicable.
- 9.3 **Issue of tax invoice:** If applicable, we will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.

10. GENERAL

- 10.1 **Indemnity:** You agree to indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach or alleged breach of these Terms + Conditions.
- 10.2 **Termination:** If a Default Event occurs:
- 10.2.1 We may, without limiting any other right we have under these Terms + Conditions, terminate the Partnership and the Partnership Agreement; and
- 10.2.2 The Partnership Amount, if not already paid, becomes immediately payable.
- 10.3 **Binding:** These Terms + Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.
- 10.4 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms + Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms + Conditions without our prior written consent.
- 10.5 **Force Majeure:** If a Force Majeure Event occurs, we may:
- 10.5.1 Totally or partially suspend the Partnership; and
- 10.5.2 Elect to extend at our discretion the period for performance of an obligation under these Terms + Conditions as is reasonable in all the circumstances.
- 10.6 **Severability:** Each clause in these Terms + Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 10.7 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
- 10.8 **Notices:** Each party notifying or giving notice under these Terms + Conditions must:
- 10.8.1 Notify the recipient in writing; and
- 10.8.2 Hand deliver, send by pre-paid post or email to the relevant address of the recipient specified in the Booking Form.
- 10.9 **No Partnerships:** Nothing in the Partnership Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the parties.
- 10.10 **Governing law:** These Terms + Conditions shall be governed by the laws of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

11. INTERPRETATION + DEFINITIONS

11.1 **Personal pronouns:** Except where the context otherwise provides or requires:

11.1.1 The terms **we**, **us** or **our** refers to the Company; and

11.1.2 The terms **you** or **your** refers to the Partner.

11.2 **Rules:** Unless the context requires otherwise the singular includes the plural and conversely;

11.3 **Defined terms:** In these Terms + Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

Booking Form means the booking form for Partnership of the Event signed by you.

Default Event means any one of the following events:

- (a) you fail to make any payment required under these Terms + Conditions when due;
- (b) Winding Up commences against you;
- (c) a receiver is appointed to you;
- (d) you become insolvent, bankrupt or commit an act of bankruptcy;
- (e) you become unable to pay your debts as and when they become due; or
- (f) a mortgagee or their agent enters into possession of your assets.

Entitlements has the meaning given to it in clause 5.1.

Event means the event or events specified in the Booking Form.

Force Majeure Event means circumstances beyond our reasonable control, which shall include, but not be limited to unavailability of premises for the Event, cancellation by third parties of the facilities required for the Event, compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors or delays in transportation.

GST and GST Law have the meaning as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trademarks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

Material means any material in which you have Intellectual Property Rights provided by you for use by us in the promotion of the Event.

Partnership Options Document means the document provided by us to you which details the Event and the applicable levels of Partnership and referable entitlements.

Partner means Partner as completed in the Booking Form.

Partnership means the Partnership by you of the Event for the Partnership Amount in return for the entitlements referable to your Partnership Level.

Partnership Agreement means these Terms + Conditions, the Booking Form and the Partnership Options Document.

Partnership Amount means the amount of the Partnership you have agreed to provide for Partnership of the Event, as selected in the Booking Form.

Partnership Level means the level of Partnership for the Event you selected in the Booking Form.

Winding Up means commencing to be wound up, or suffering a provisional liquidator, liquidator, official manager or any other administrator of the affairs of insolvent companies to be appointed.

NSW Business Chamber

Tracing our heritage back to 1826, NSW Business Chamber's mission is to create a better Australia by helping businesses maximise their potential. The Chamber is a passionate advocate for business in the public arena: whether standing up to government and decision makers when business interests are neglected or working together to create positive change.

On a one-to-one basis, the Chamber helps all businesses from small enterprises to large corporations. Our commercial services division, Australian Business, delivers a range of business services to both member and non-member clients throughout Australia, with the operating surplus going back to supporting Chamber initiatives. In all, we believe it's important for Australia's business community to succeed, because prosperity creates new jobs, social wealth, and better communities in which to live.

- Local, regional, state and national coverage
- Public policy and advocacy.
- Reducing complexity to manage risk
- Empowering business through connections, knowledge and expertise.

Let the NSW Business Chamber team be an extension of your business so you can concentrate on what you do best – growing your business. For more information: nswbusinesschamber.com.au

NSW Business Chamber Head Office
Street Address
140 Arthur Street
North Sydney NSW 2060

Postal Address
Locked Bag 938,
North Sydney NSW 2059

t 13 26 96
f 1300 655 277
e businesshotline@nswbc.com.au

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ABN 63 000 014 504