

SPONSORSHIP AGREEMENT

Date: DD MONTH YEAR

(ABC) SURF LIFE SAVING CLUB ABN (insert SLSC ABN)

AND

(SPONSOR) ABN (insert Sponsor ABN)

1. PARTIES

1. PARTIES

Between: <INSERT SLSC> ABN XX XXX XXX XXX of <INSERT ADDRESS> (SLSC) and Sponsor ABN XX XXX XXX XXX of <INSERT ADDRESS> (Sponsor).

SLSC provides a valued Surf Life Saving service to the community of (insert location/ beach). Sponsor has agreed to sponsor XYZ program or event on the terms contained in this Agreement.

2. SPONSORSHIP

Sponsor will pay and or provide to SLSC the following cash fee (plus GST) and the following value in-kind (VIK) (**Amount Payable**) on the following dates (**Payment Date**) in consideration for SLSC providing Sponsor the Sponsorship Benefits in **clause 15 (Sponsorship Benefits)**. The Amount Payable is supportive of a collaborative partnership to drive the parties' respective objectives and achieve mutual benefit and reward.

The Amount Payable is set out as per the below terms.

(if relevant) \$X Value In Kind (VIK) (define payment terms, instalments, due dates etc.)

\$X cash (+ GST)

Payment/Provision Date:	Amount Payable:
DATE MONTH YEAR	\$X (+ GST)
DATE MONTH YEAR	\$X (+ GST)
DATE MONTH YEAR	VIK
DATE MONTH YEAR	VIK

3. TERM

The commencement date of the Agreement is <INSERT COMMENCEMENT DATE> and conclusion date <INSERT CONCLUSION DATE> and represents a term of X months/years (**Term**).

4. SLSC'S OBLIGATIONS

- a) In consideration of the Amount Payable SLSC will provide Sponsor with the Sponsorship Benefits during the Term.
- b) In addition to providing the Sponsorship Benefits, SLSC must:
 - I. at all times comply with its obligations under this Agreement;
 - II. provide all reasonable support, information, materials and assistance to enable Sponsor to meet its obligations under this Agreement;
 - III. not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of Sponsor;
 - IV. use its best endeavours to maintain and promote the image and reputation of Sponsor;
 - V. not do or perform any act, or permit any of its officers, employees, contractors or agents, to do or perform any act, which prejudices or brings into disrepute Sponsor or any of its employees, members or agents;
 - VI. not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of Sponsor; and
 - VII. obtain and maintain at its cost any permits, licences, consents or other authorisations required to provide the Sponsorship Benefits.

5. SPONSOR'S OBLIGATIONS

In addition to paying the Amount Payable, Sponsor must:

- 5.1 at all times comply with all its obligations under this Agreement;
- 5.2 provide all reasonable support, information, materials and assistance to SLSC to enable SLSC to meet its obligations under this Agreement;
- 5.3 not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of SLSC;
- 5.4 use its best endeavours to maintain and promote the image and reputation of SLSC;
- 5.5 not do or perform any act, or permit any of its employees, contractors or agents to do or perform any act, which prejudices or brings into disrepute SLSC or any of its members, officers, servants and agents; and
- 5.6 obtain and maintain at its cost any permits, licences, consents or other authorisations required to perform its obligations under this Agreement.

6. USE OF SLSC INTELLECTUAL PROPERTY

- 6.1 SLSC grants to Sponsor a revocable, non-exclusive, royalty free, non-transferable licence during the Term to use the Intellectual Property in the SLSC Logo and such SLSC materials as are provided by SLSC under this Agreement to fulfil its obligations under the Agreement.
- 6.2 Sponsor must not sub-licence any of its rights to use the SLSC Logo or other rights granted to it by SLSC under this Agreement to any third party.
- 6.3 Nothing in this Agreement shall confer upon Sponsor any right to:
 - a) trade under any name included in the SLSC Logo or any right to apply for the registration or reservation of any such name or logo; or
 - b) use any other surf lifesaving imagery.
- 6.4 Sponsor agrees that in using the SLSC Logo, Sponsor must:
 - a) act at all times to protect the value in the SLSC Logo and ensure SLSC's rights and reputation are not damaged or infringed in any way by Sponsor's use;
 - b) only use the SLSC Logo for the purpose of fulfilling its obligations under this Agreement;
 - c) ensure that all use of the SLSC Logo and any designation that may be provided as part of the Sponsorship Benefits shall only be applied to, or associated with the Sponsorship Benefits or advertising or promotional material and is subject always to obtaining prior approval by SLSC, which approval will not be unreasonably delayed (but can be withheld in SLSC's absolute discretion);
 - d) observe SLSC's reasonable directions as to the disposition and manner of use of the SLSC Logos and the designation of 'Sponsor' in general or in a particular instance (including but not limited to compliance with any Surf Life Saving Club Brand Guidelines issued from time to time);
 - e) not make any change to the design or content of the SLSC Logo; and

- f) not jeopardise SLSC's rights to the SLSC Logo by improper use of the SLSC Logos.

6.5 Sponsor acknowledges and agrees that all Intellectual Property in the SLSC Logo or SLSC Materials is and remains the property of SLSC.

7. USE OF SPONSOR INTELLECTUAL PROPERTY

7.1 Sponsor grants to SLSC a revocable, non-exclusive, non-transferable, royalty-free licence during the Term to use the Sponsor Logo to enable SLSC to fulfil its obligations under this Agreement.

7.2 SLSC must not sub-licence any of its rights to use the Sponsor Logo or other rights granted to it by Sponsor under this Agreement to any third party.

7.3 Nothing in this Agreement shall confer upon SLSC any right to trade under any name included in the Sponsor Logo or any right to apply for the registration or reservation of any such name or logo.

7.4 SLSC agrees that in using the Sponsor Logo, SLSC must:

- a) act at all times to protect the value in the Sponsor Logo and ensure Sponsor's rights and reputation are not damaged or infringed in any way by SLSC's use;
- b) ensure the Sponsor Logo are only applied to, or associated, with the Sponsor Benefits or advertising or promotional material;
- c) not alter, obscure, cover up or make any change to the Sponsor Logo;
- d) comply with all reasonable directions, instructions or specifications given by Sponsor from time to time (including in the Sponsor Brand Guide) regarding the representation of the Sponsor Logo and the manner of their use; and including but not limited to as follows:

7.5 SLSC acknowledges and agrees that all Intellectual Property in the Sponsor Logo is and remains the property of Sponsor.

8. WARRANTY

8.1 SLSC warrants to Sponsor that:

- (a) SLSC owns all proprietary and beneficial interest in the SLSC Logo and has the power to grant to Sponsor a licence to use the SLSC Logo in accordance with this Agreement; and
- (b) the SLSC Logo does not and will not infringe the Intellectual Property of any third party.

8.2 Sponsor warrants to SLSC that:

- (a) Sponsor owns or is the authorised licensee in the Sponsor Logo and has the power to grant SLSC a licence to use the Sponsor Logo in accordance with this Agreement; and
- (b) the Sponsor Logo does not and will not infringe the Intellectual Property of any third party.

9. TERMINATION

9.1 Termination

- a) This Agreement remains in force and effect until the conclusion date or until it is terminated in any of the following circumstances if:
- (i) either party's circumstances at any time are such that the presumptions for insolvency set out in subparagraphs (a) to (f) of Section 459C(2) of the *Corporations Act 2001* are applicable to that party or that party is placed into liquidation, has an administrator or receiver or a receiver and manager or controller appointed; or
 - (ii) either party ceases to carry on business; or
 - (iii) both parties agree in writing to terminate this Agreement; or
 - (iv) one party has given the other party a notice in writing:
 - (A) that the other party is in breach of this Agreement;
 - (B) providing particulars of the breach;
 - (C) requiring the other party to rectify the breach within 14 days of the service of the notice;
 - (D) the other party has failed to rectify the breach within that period of 14 days; and
 - (E) the party giving the notice has given a further notice to the party in breach that the Agreement is terminated;
 - (v) Sponsor gives notice in writing to SLSC that:
 - (A) SLSC is involved directly or indirectly in any situation (whether the relevant situation occurred before or after the date of this Agreement) which brings, or in the reasonable opinion of Sponsor is likely to bring, SLSC and/or Sponsor's functions, aims and objectives into disrepute, contempt, scandal or ridicule; or
 - (B) Sponsor's name is, or is likely to be in Sponsor's reasonable opinion, damaged or brought into disrepute or ridicule by SLSC or by being associated with SLSC;
 - (vi) SLSC gives notice in writing to Sponsor that:
 - (A) Sponsor is involved directly or indirectly in any situation (whether the relevant situation occurred before or after the date of this Agreement) which brings, or in the reasonable opinion of SLSC is likely to bring, Sponsor and/or SLSC's functions, aims and objectives into disrepute, contempt, scandal or ridicule; or

- (B) SLSC's name is, or is likely to be in SLSC's reasonable opinion, damaged or brought into disrepute or ridicule by Sponsor or by being associated with Sponsor; or
- (vii) either party gives the other notice that due to circumstances beyond the reasonable control of that party (for example natural disaster, act of war or terrorism, riot, labour condition, governmental action or internet disturbance) that party is prevented from performing its obligations under the Agreement.
- b) Termination of this Agreement will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force after such termination.
- c) Where this Agreement is terminated by Sponsor, the parties will meet in good faith to consider whether any of the Sponsorship Fee already paid by Sponsor should be refunded having regard to the Sponsorship Benefits already provided to Sponsor and the expenses already incurred by SLSC. Failing agreement between the parties, an independent expert may be appointed by the parties in order to decide whether a refund is appropriate in the circumstances (the costs associated with such appointment shall be borne equally between the parties).

9.2 Consequences of termination

- a) In the event of termination for any reason or expiration of this Agreement each party must:
 - (i) not from the date of termination use the name or logo of the other party in connection with its own, or any other name nor in any way hold itself out as having a continuing association with the other party; and
 - (ii) not use, and must return, or on the other party's instruction, destroy any Confidential Information of the other party (in whatever form), which may have been acquired in the course of, or incidental to this Agreement, for its own benefit or to the detriment or intended, or probable detriment of the first party; and
 - (iii) immediately cease all use of property, including Intellectual Property, of the other party and must not refer to itself or hold itself out as being associated with the other party.

10. INDEMNITY

- a) Each party indemnifies and shall keep indemnified the other party and its directors, officers, members, employees, subcontractors and agents (**Representatives**) from and against all Claims and Liabilities incurred or suffered, whether arising from negligence or otherwise arising or incurred directly or indirectly in connection with any act, omission or misconduct by the other party, or its Representatives, or from any breach or non-performance of the obligations of the other party under this Agreement, except to the extent that the Claim and Liability was caused by the first party or its Representatives.

- b) Each party must keep the other party indemnified against all Claims and Liabilities the other party suffers or incurs (directly or indirectly) arising from:
 - (i) any breach of any third party's Intellectual Property Rights; or
 - (ii) any wrongful, wilful or negligent use of the other party's Intellectual Property Rights for any purpose other than in accordance with this Agreement.
- c) Neither party is liable to the other for any indirect or consequential expenses, losses, damages or costs incurred or awarded against the other party.

11. CONFIDENTIALITY

11.1 Confidential Information

- a) A party must keep all Confidential Information (being information of a party provided to other party under this Agreement) of the other party confidential.
- b) A party must only disclose the Confidential Information of the other party:
 - (i) to any person on a "need to know basis" for a purpose related to organising, promoting, marketing or conducting the Series, who agrees that the Confidential Information must be kept confidential; or
 - (ii) if required by Law.
- c) If a party is required to disclose the Confidential Information of the other party by Law, the party must notify the other party of that requirement. If that is not possible, the party must notify the other party of the disclosure immediately after the disclosure.

11.2 Additional obligations

A party must:

- a) immediately notify the other party of any suspected or actual unauthorised use, copying or disclosure of the other party's Confidential Information by anyone; and
- b) if requested by the other party, provide reasonable assistance regarding any proceedings the other party may take against anyone for unauthorised use, copying or disclosure of the other party's Confidential Information.

12. GST

- a) Unless otherwise specified, all amounts referred to in this Agreement are exclusive of GST.
- b) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this Agreement, the recipient must pay to the Supplier an amount equal to the GST payable on the supply. The GST Amount is payable by the Recipient in addition to and at the same time as the net consideration for the supply.

- c) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- d) The recovery of any amount in respect of GST by the Supplier from the Recipient is subject to the Supplier issuing to the Recipient a tax invoice or an adjustment note enabling the Recipient to claim any applicable tax credits in respect of the supply.
- e) Each party warrants that it is registered for GST purposes.

13. DISPUTE RESOLUTION

In the event of any dispute between the parties arising out of this Agreement (including but not limited to the application or interpretation of this Agreement):

- a) within five business days of a party notifying the other party of the dispute, representatives of each of the parties must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions;
- b) failing agreement under **clause 13(a)**, the parties must submit the dispute to mediation by a mediator as appointed by the parties. If the parties are unable to agree upon a suitable mediator within two weeks of being notified of the intention to refer the dispute to mediation, a suitable mediator may be determined by the President of the Law Society of New South Wales at the request of either party; and
- c) neither party may commence court proceedings (except proceedings seeking urgent interlocutory or injunctive relief) in relation to a dispute relating to or arising out of this Agreement until it has first exhausted the procedure in this **clause 13**.

14. FORCE MAJEURE

Where a party is, by reason of a Force Majeure Event, unable, either wholly or in part, to carry out any obligation under this Agreement, that obligation is suspended so long as it is affected by the Force Majeure Event, provided that the Affected Party:

- a) provides prompt notice of the Force Majeure Event to the other party, identifying the effect of this event on its performance of this Agreement;
- b) uses all reasonable diligence to remove or minimise the effect of the Force Majeure Event as quickly as possible; and
- c) consults with the other party for the purpose of agreeing on measures to remove or minimise the effect of the Force Majeure Event and performs any such agreement.

Force Majeure Event in this clause means any event outside the reasonable control of a party and includes Acts of God, weather and wave conditions, pandemic, epidemic, government direction(s), significant injuries or death to persons involved in the Country Championships and include other significant safety concerns (determined in the sole discretion of SLSC).

15. **SPONSORSHIP BENEFITS**

In return for the Sponsorship Fee above, SLSC agrees to provide the following Sponsorship Benefits:

- (List sponsor benefits as agreed upon)

TEMPLATE

EXECUTION

SIGNED for and on behalf of **XYZ Surf Life**)
Saving Club by its duly authorised delegate in)
the presence of:)

Signature of authorised delegate

Signature of witness

Name of authorised delegate (Please print)

Name of witness (Please Print)

Position of authorised delegate

Position of witness

Date

Date

SIGNED for and on behalf of **SPONSOR** by its)
duly authorised delegate in the presence of:)
)

Signature of authorised delegate

Signature of witness

Name of authorised delegate (Please print)

Name of witness (Please Print)

Position of authorised delegate

Position of witness

Date

Date