



QUEENSLAND NORTHERN TERRITORY

**IPWEA**

INSTITUTE OF PUBLIC WORKS  
ENGINEERING AUSTRALASIA

## **SPONSORSHIP TERMS AND CONDITIONS**

### **1. TERM OF CONTRACT**

The term of this Contract shall commence on the date of signing and continues until the day after your contracted sponsorship opportunity, or where either of the parties terminates pursuant to the terms and conditions of this contract.

### **2. SPONSORSHIP MONIES**

#### **2.1 PAYMENTS**

In consideration of the Rights and Benefits granted to The Sponsor and the obligations to be performed by IPWEA-QNT. Under this Agreement, The Sponsor will pay IPWEA-QNT the sponsorship monies on or before the dates as set out in the **Sponsor Details Form**.

#### **2.2 GST**

All amounts are on a GST exclusive basis and the recipient of the supply is required to pay in addition to the consideration an additional amount being the GST applicable to that supply. IPWEA-QNT will provide The Sponsor with a valid tax invoice.

#### **2.3 SPONSOR**

This Contract is for the benefit for The Sponsor only and may not be assigned or novated. Unless otherwise agreed in writing by IPWEA-QNT, the benefits of this Contract will not apply to any subsidiary, related party or alternative branding of The Sponsor. In the event of a merger, amalgamation, rebranding, expansion or change of industry of the Sponsor, IPWEA-QNT reserves the right to review the sponsorship pursuant to this Contract and consider potential conflicts with other sponsorships.

### **3. EXCLUSIVITY**

The Sponsor has no rights of exclusivity in relation to the Sponsorship or the Sponsor Benefits and IPWEA-QNT is free to offer any sponsorships to any other potential sponsor for any industry type as it determines appropriate in its absolute discretion.

### **4. SPONSORSHIP RIGHTS AND BENEFITS**

#### **4.1 BENEFITS**

IPWEA-QNT grant sponsorship rights to The Sponsor as a non-exclusive sponsorship right in the selected category for events held by IPWEA-QNT. The Sponsor is entitled to sponsorship benefits as described in the **Sponsorship Prospectus**. The Sponsor agrees to provide all information related to their benefits as specified in Prospectus and Contract. IPWEA-QNT reserves the right to vary the Sponsor benefits if due to circumstances beyond its control is unable to provide an agreed benefit. IPWEA-QNT will use its best endeavours to



QUEENSLAND NORTHERN TERRITORY

**IPWEA**

INSTITUTE OF PUBLIC WORKS  
ENGINEERING AUSTRALASIA

## SPONSORSHIP TERMS AND CONDITIONS

provide a comparable benefit.

### 4.2 RIGHT TO USE OFFICIAL LOGO TO PROMOTE SPONSORSHIP

IPWEA-QNT grants to The Sponsor the non-exclusive, non-transferable, royalty free license to reproduce and display the IPWEA-QNT logo during the term of this Contract, in order to promote its sponsorship of the event.

### 4.3 COOPERATION

Both IPWEA-QNT and the Sponsor will endeavour to conduct itself in a manner so as to present a professional and high-quality promotion and image of IPWEA-QNT events. IPWEA-QNT must not bring into disrepute or otherwise damage the name or goodwill of The Sponsor or the associated corporate identification. The Sponsor must not bring into disrepute or otherwise damage the name or image of the IPWEA-QNT. IPWEA-QNT will use its best endeavours to ensure that all third parties act consistently with the Sponsorship Rights and Benefits and do everything necessary for IPWEA-QNT to perform its obligations under this Contract.

## 5. THE EVENT

IPWEA-QNT must ensure that the associated event is commensurate with the high quality and reputation of the IPWEA-QNT and the benefits to be provided to the Sponsor under this Agreement.

IPWEA-QNT will not be liable for any goods that are not delivered on time, or correct location at the event, or delivery for packing of promotional materials.

## 6. SPONSOR OBLIGATIONS

The Sponsor agrees to:

- (a) Provide its logo, images and advertising material in a form suitable to be applied to all promotional and publicity material relevant to the sponsorship Contract;
- (b) Provide all material for insertions, banners and displays as required and in the timeframe advised;
- (c) Provide all required material as stated in (a) and (b) above in accordance with IPWEA-QNT's advised timetables for production relevant to those materials;
- (d) If it participates in any event (including trade displays) organised by IPWEA-QNT,
  - participate in any such event at its own risk and discharges IPWEA-QNT from all responsibility for damage to or loss, theft or destruction of any of its equipment or stock, other than where occurring as a result of negligence on the part of IPWEA-QNT; and
  - take responsibility for their signage and equipment, including the proper and effective installation, dismantling and packaging of all signage and equipment, unless otherwise provided in this agreement. IPWEA-QNT will not be liable for any goods that are not delivered on time, or correct location at the event, or delivery for packing of promotional materials.
- (e) Comply with any written directions from IPWEA-QNT regarding brand guidelines and usage of IPWEA-QNT trademarks;



QUEENSLAND NORTHERN TERRITORY

**IPWEA**

INSTITUTE OF PUBLIC WORKS  
ENGINEERING AUSTRALASIA

## SPONSORSHIP TERMS AND CONDITIONS

- (f) Be truthful and honest in any claims promulgated in promotional and publicity material sent out by IPWEA-QNT pursuant to this agreement;
- (g) Ensure all publicity or promotional material complies with all relevant laws, including relevant state, federal or local laws, industry codes or regulations that may apply or are relevant to the content or the industry of the sponsor; including but not limited to the *Competition and Consumer Act 2010 (Cth)* [“the Australian Consumer Law”] with respect of advertising, product safety and any other legal obligations they may have; and
- (h) Accept responsibility for any errors of fact, breaches of any law or code, which arise whether through negligence, deliberately or inadvertently which are promulgated by IPWEA-QNT in marketing or promotional material which relate to the Sponsor’s product or service

### 7. COPYRIGHT

The Sponsor warrants that it holds the copyright or a licence to use all materials provided to IPWEA-QNT and grants IPWEA-QNT a license to use or materials provided in accordance the purpose for which they were supplied.

### 8. CONFIDENTIALITY

#### 8.1 PROTECTION OF CONFIDENTIAL INFORMATION

Subject to each party’s rights under this Contract, each recipient must:

- (a) Hold the confidential information in strict confidence, and not disclose, cause, or permit the disclosure of the confidential information, except as required by law or as permitted under this agreement, or with the prior written consent of the discloser; and
- (b) Do anything reasonably required by the discloser to restrain a breach of confidentiality by any person.

#### 8.2 PERMITTED USE AND DISCLOSURE

Each recipient may only:

- (a) Use the confidential information for a purpose necessary for exercising its rights or performing its obligations under this agreement, or as required by law; and
- (b) Allow access to the confidential information to such of the recipient’s employees, directors or professional advisers who have a genuine need to know that confidential information.

### 9. INDEMNITY

#### 9.1 INDEMNITY IPWEA-QNT

IPWEA-QNT indemnifies the Sponsor against any claim, action, damage, loss, liability, cost or expense that the Sponsor may suffer, pay, incur or is liable for, directly or indirectly by reason of, or in any way arising out of, or in connection with:

- (a) Any breach of this Agreement by IPWEA-QNT; or
- (b) Any negligent act or omission, fraud or wilful misconduct on part of IPWEA-QNT.

#### 9.2 INDEMNITY BY THE SPONSOR



QUEENSLAND NORTHERN TERRITORY

**IPWEA**

INSTITUTE OF PUBLIC WORKS  
ENGINEERING AUSTRALASIA

## **SPONSORSHIP TERMS AND CONDITIONS**

The Sponsor indemnifies IPWEA-QNT against any claim, action, damage, loss, liability, cost or expense that IPWEA-QNT may suffer, pay, incur or is liable for, directly or indirectly by reason of, or in any way arising out of, or in connection with:

- (a) Any breach of this Agreement by The Sponsor; or
- (b) Any negligent act or omission, fraud or wilful misconduct on part of The Sponsor.

### **10. FORCE MAJEURE**

Where one party is unable to carry out its obligations under this agreement due to circumstances beyond its control or which it could not have prevented, including war, industrial action, floods, Acts of God, or any restrictions arising from COVID-19 or any subsequent pandemics, those obligations are suspended whilst those circumstances continue, provided the other party is notified and the first party uses its best endeavours to overcome the circumstances preventing its obligations from being carried out.

Where one party is unable to carry out its obligations under this agreement due to circumstances beyond the reasonable control of the defaulting party for a continuous period of 30 days then the other party may, at its discretion, terminate this agreement by notice in writing at the end of that period.

### **11. TERMINATION**

#### **11.1 IPWEA-QNT TERMINATION FOR DEFAULT**

IPWEA-QNT may terminate this Contract by giving a minimum of fourteen (14) days' written notice if:

- (a) if the Sponsorship fee or any part of it is more than thirty (30) days in arrears;
- (b) if the Sponsor breaches the IPWEA-QNT's Code of Ethics, Membership Policies and Terms and Conditions or the Sponsor's conduct gives rise to a situation which IPWEA-QNT acting reasonably determines is inconsistent with the reputation and values of IPWEA-QNT and its members or may bring the organisation or its members into disrepute;
- (c) if the Sponsor fails to provide the declaration to the satisfaction of IPWEA-QNT.
- (d) if the sponsor produces material which is promulgated by IPWEA-QNT which subsequently turns out to be false, misleading, substantially untrue or is in breach of any relevant law, industry code or regulation.
- (e) at any time on 60 days' notice

#### **11.2 MUTUAL TERMINATION FOR DEFAULT**

Either The Sponsor or IPWEA-QNT may immediately terminate this Contract by twenty-one (21) days' written notice if:

- (a) One party breaches a material term of this Contract and It cannot be remedied; or if capable of being remedied, such breach is not remedied within 14 business days of a written request by the other party to remedy that failure.
- (b) It becomes illegal for one party to perform any of its material obligations under this Contract;
- (c) An insolvency event occurs in relation to either party; or



QUEENSLAND NORTHERN TERRITORY

**IPWEA**

INSTITUTE OF PUBLIC WORKS  
ENGINEERING AUSTRALASIA

## **SPONSORSHIP TERMS AND CONDITIONS**

- (d) Any warranty, representation or statement by either party, is or becomes false or incorrect when made or regarded as made.



## **SPONSORSHIP TERMS AND CONDITIONS**

### **11.3 SPONSOR TERMINATION FOR DEFAULT**

The Sponsor determines, in its discretion, that it has not or is not likely to receive the whole or substantial whole of the sponsorship benefits due to IPWEA-QNT's default, the Sponsor reserves the right to:

- (e) renegotiate, in good faith, the Sponsorship fee with IPWEA-QNT; or
- (f) terminate this agreement upon a minimum of fourteen (14) days written notice to IPWEA-QNT, if:
  - The Sponsor's name is, in the reasonable opinion of The Sponsor brought into disrepute by IPWEA-QNT or by being associated with an IPWEA-QNT Event.
  - Upon termination of this Agreement by the Sponsor shall be entitled to a pro-rata refund of any Sponsorship monies paid to IPWEA-QNT

### **11.4 EFFECT OF TERMINATION**

In the event of termination, each party's rights and liabilities will cease immediately but the termination shall not affect a party's rights arising out of a prior breach of this agreement by the other party.

In the event of termination there will be no requirement for IPWEA-QNT to refund to The Sponsor any sponsorship fees already received by IPWEA-QNT, in respect of sponsorship benefits that have already been supplied prior to the date of termination or any arising within 21 days of termination.

Where a Sponsor has committed to an event, The Sponsor will be responsible for the costs of producing replacement materials and will not be entitled to a refund of any sponsorship fees unless a replacement sponsor is found for the event.

## **12. RESOLUTION OF DISPUTES**

If either party considers that the other party is in breach of this Contract, it must serve written notice to the other party specifying the nature of the breach. The other party must respond in writing within fourteen (14) days of receiving the notice.

In the event of a dispute arising that the parties themselves cannot resolve, the parties agree to refer the matter to an independent arbitrator appointed by mutual agreement.

## **13. IPWEA-QNT RIGHTS**

IPWEA-QNT has the right to:

- (a) not accept an offer or request for speaking opportunities at IPWEA-QNT events or programs in its discretion.
- (b) not accept an offer or request for speakers that have not been trained in public speaking or external professional development programs.
- (c) where The Sponsor's presenter is a first-time presenter for IPWEA-QNT, IPWEA-QNT reserves the right to request that the speaker completes an introductory course or a formal qualification relating to public speaking.
- (d) IPWEA-QNT reserves the right to request that presenters or speakers from The Sponsor not be



## SPONSORSHIP TERMS AND CONDITIONS

given further speaking opportunities should substantial negative feedback be given about their performance. This clause operates at the sole discretion of IPWEA-QNT and notice, and reasons will be given to The Sponsor if IPWEA-QNT exercises its power under this clause.

- (e) Not accept for publication the Sponsor's editorial, advertorials or feature articles if, in the opinion of IPWEA-QNT they do not meet the criteria to educate members or if it (or any part of it) is or is likely:
- to be defamatory.
  - to in any manner prejudice the name, reputation, image, products or services of IPWEA-QNT or of any of its Sponsors or members; or
  - contains errors of fact.
  - is in breach of any law, including relevant state, federal or local laws, industry code or regulation that may apply or is relevant to the content or the industry of the sponsor.
  - to not meet the standards required by IPWEA; or
  - be inconsistent with IPWEA-QNT policy or position.
- (f) Edit the Sponsor's editorial, advertorials or feature articles provided that the edited version is provided to the Sponsor within a reasonable period prior to publication, and subject to the Sponsor's right of reply with respect to the edited version and right to withdraw the editorial, advertorials or feature articles.
- (g) Subject to complying with any written directions from the Sponsor regarding brand guidelines and usage of the Sponsor's trademarks, determine the size and placement of the Sponsor's corporate logo, name and/or business details on any of IPWEA-QNT's newsletters, promotional or advertising material.
- (h) Use the Sponsor's corporate logo, name and images for the purposes of this agreement.

### 14. AMENDMENTS

This Contract may not be modified, amended, added to or otherwise varied unless such variation is agreed to by both parties and evidenced by execution in writing by both parties.

### 15. GENERAL

Nothing in this Contract will be construed to place the parties in the relationship of partners, joint ventures, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Contract) be liable for the acts or omissions of the other party, and no party has the authority to bind or obligate the other party in any matter whatsoever.

### 16. PHOTOGRAPHY & FILMING

By becoming a sponsor at a IPWEA-QNT event, you agree that IPWEA-QNT or its agents may take photographs and film footage of you at the event and may use the photographs and/or film footage for IPWEA-QNT promotional and/or commercial purposes, including, but not limited to, on our website, social media, eNewsletters, and other print and digital publications.

**You agree that:**

- (a) filmed material may be reproduced for these purposes as film, audio or written quotation.
- (b) that you are not entitled to remuneration, residuals, royalties or any other payment from IPWEA-QNT in respect of the images/footage.
- (c) the photographs and footage will be used by IPWEA-QNT only and will not be released to any external parties, except for production purposes.

**You accept that:**

- (a) the risk that photographs and/or film footage of you may be downloaded from the IPWEA-QNT



QUEENSLAND NORTHERN TERRITORY

**IPWEA**

INSTITUTE OF PUBLIC WORKS  
ENGINEERING AUSTRALASIA

## **SPONSORSHIP TERMS AND CONDITIONS**

website, or taken from a brochure or other publication, and reproduced in social media or other websites or elsewhere, or otherwise communicated or made available to the public or sections of the public.

### **17. PRIVACY**

IPWEA-QNT events supplies attendee data to sponsors as part of the negotiated sponsorship agreement. All attendees agree to supply their personal information via the registration/booking system which includes Event Terms & Conditions. Data supplied should only be used as event follow up and should not be added to any database without the written permission of the attendee. Data should also only be used in accordance with the Australian Privacy Principles (APPs) and Spam Act Legislation.

**I acknowledge that I have read and abide by the IPWEA-QNT sponsors terms and conditions.**