



## Regional Event Sponsorship

### Guidelines

Event Period: 1 January to 31 December 2016

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## **REGIONAL EVENTS SPONSORSHIP PROGRAM**

The City of Albany's vision is to be Western Australia's most sought after and unique Regional City to live, work and visit. The City's Community Strategic Plan – Albany 2023 has identified 5 key themes. "Smart, Prosperous and Growing" is one of these key themes and forms the platform for the City's Economic Development Strategy. A key objective of the Economic Development Strategy is to develop Regional Special Events as an important contributor to the growth of tourism development within the City of Albany.

The staging of Regional Special Events has the ability to produce a wide range of significant economic and social benefits for communities and regions, and is considered a Regional promotional tool for successful tourism destination development. Special events increase the opportunities for new expenditure by attracting visitors to that destination and by also retaining the expenditure of locals who may have spend their leisure dollars elsewhere. Special events can also strongly influence both day trip and overnight visitation and have been used successfully to attract visitors during the quieter or shoulder periods of a tourist season.

As well as providing opportunities to increase direct visitor expenditure at a destination, they can also contribute substantially to a destination's range of tourist attractions, facilitate media coverage for the destination, promote awareness of the destination for future visitation and lead to the construction of new facilities and infrastructure.

The City of Albany's Regional Events Sponsorship program is designed to attract and support the staging of Regional Events that are regional economic drivers for the Albany destination.

A Regional Special Event is defined as possessing the capability to attract significant number of visitors from outside the region and is more than just a local festival, it must possess this "substantial drawing power".

### **KEY CONTACT**

To discuss your project, or for other enquiries about Regional Events Sponsorship, please contact the City's Events Approval and Project Officer, Simone Klose on (08) 9841 9208 or by email [simonek@albany.wa.gov.au](mailto:simonek@albany.wa.gov.au)

## KEY DATES

| Action                                 | Date                              |
|--|-----------------------------------|
| Applications Open                      | 17 August 2015                    |
| Applications Close                     | 17 September 2015, 4.00pm         |
| Application Notification               | from November 2015                |
| Successful Applicants Contract Signing | November - December 2015          |
| Project or Activity Delivered          | 1 January 2016 - 31 December 2016 |

## KEY INFORMATION

- Total funding of \$65,000 has been allocated to this program for the 2016 calendar year.
- Applicants can apply for one year of funding only.
- Events must be held between 1 January 2016 and 31 December 2016
- Applicants must discuss their application with the City's Events Approval and Project Officer, **Simone Klose on (08) 9841 9208** or by email [simonek@albany.wa.gov.au](mailto:simonek@albany.wa.gov.au) prior to submitting an application.
- Applicants may only submit one application across all funding and sponsorship categories. For example a single organisation cannot submit an application to both the Community Events Sponsorship program and the Regional Events Sponsorship program. Applicants must select only one category to apply to per financial year.

## APPLICATION CRITERIA

City of Albany Regional Events Sponsorship Program objectives:

- Bring additional tourism income by increasing visitor expenditure in the Albany region (economic impact).
- Involve and inspire the local community (social benefits).
- Attract media coverage that will help to raise the profile of Albany as a visitor destination (media impact).

The sponsorship application form criteria follow similar format to the State Government's Regional Events Scheme (RES) Program administered by Eventscorp. Applicants are encouraged to also apply for Eventscorp RES funding.

## **GENERAL INFORMATION**

- The funding decisions are final and cannot be contested/appealed.
- Applications are evaluated against the application criteria by a local committee focused on economic development initiatives.
- Funding is competitive and on some occasions, events that sufficiently meet the criteria may only be awarded part or no funding.

## **FUNDING REQUESTS**

- Funding requests can be up to a maximum of \$20,000.
- Applicants can apply for one year of funding only.

## **RISK MANAGEMENT/INSURANCE/ACCESS TO LAND**

All event holders who receive event funding through this program must:

- Risk Management - supply a risk management plan which conforms to the Australian Standard for Risk Management AS/NZS ISO 31000:2009. A risk management plan template will be provided by the City of Albany for your assistance.
- Insurances - adhere to the relevant insurance requirements as stated in the sample agreement (Appendix 1).
- Access to land - if the event is held on land (whether freehold or Crown land) that is not owned, leased or managed by the event holder, the event holder must obtain and have in place for the duration of the event an agreement or suitable authority to hold the event on that land. In the case of Crown land, this may include a license under section 91 of the Land Administration Act 1997.
- Event Approval – submit an Event Application to the City including a traffic management plan (if applicable).

## **APPLICATIONS WITH THE FOLLOWING WILL BE DEEMED INELIGIBLE:**

- Events that require the total cost of the event to be covered by City of Albany Regional Events Sponsorship.
- Applicants without proof of an Australian Business Number (ABN) are ineligible for funding unless they meet one (1) of the criteria contained in the Australian Taxation Offices' Statement by a [Supplier Form](#).
- Applications hand-delivered/postmarked/received by email after the submission deadline.
- Faxed submissions.
- Events that occur outside of the dates 1 January 2016 – 31 December 2016.
- Events already in receipt of any other City of Albany funding for the same event in the same year.
- The funding request is for expenditure associated with a previous event.

## **THE FOLLOWING TYPES OF EVENTS ARE NOT ELIGIBLE FOR FUNDING:**

- Meetings.
- Promotional/business exhibitions.
- Expos (an expo is defined as an event where products/services are presented or placed on display for the public to view usually via stallholders purchasing space to showcase products/services. If the main activity of the event is a products/services showcase, the event would be considered an expo. This also includes trade fairs, showings/demonstrations etc.)
- Conventions, anniversaries, centenaries.
- Trade shows.

## **SUBMITTING YOUR APPLICATION**

Applicants **MUST** discuss their event with the City's Events Approval and Project Officer, Simone Klose on (08) 9841 9208 or by email [simonek@albany.wa.gov.au](mailto:simonek@albany.wa.gov.au) prior to submitting an application.

- Ensure you read all information contained in the 2016 guidelines.
- Fill out your application available on the website and ensure you complete each section.
- Please ensure that the electronic copy of your application is:
  - Microsoft or pdf compatible
  - Equal to or less than 10 megabytes
  - Free from viruses
- It is the responsibility of the applicant to inform City of Albany of any change in the status or circumstances of the application between lodgment, assessment and announcement.
- All applications must be received by City of Albany before 4.00pm on Thursday 17 September 2015 via post, email or hand delivery. If lodging by post, applications must be postmarked on or before the closing date.
- Email applications to: Simone Klose – [simonek@albany.wa.gov.au](mailto:simonek@albany.wa.gov.au)
- Subject line: 2016 City of Albany Regional Events Sponsorship application - (insert event name). Emailed applications must be received in full prior to the closing date and time.
- Post: City of Albany, P O Box 484, ALBANY WA 6331. Mailed applications must include the application on CD in Microsoft Word format, printed copy optional.
- Hand deliver to: City of Albany North Road Office, 102 North Road, ALBANY WA 6330. Must include the application on CD in Microsoft Word format, printed copy optional.
- Incomplete applications will not be processed.
- Late submissions will not be accepted. No extensions will be given.

## IMPORTANT INFORMATION FOR APPLICANTS

Tax information for applicants:

The City of Albany is registered for GST and has been issued with an ABN 94 717 875 167. City of Albany regards sponsorship funding under Regional Special Events Program as payment for supply and normal GST provisions are applicable.

For GST-registered applicants, the GST component will be included in payments made by City of Albany.

For applicants not registered for GST, City of Albany will not reimburse any GST components. Where the applicants do not hold an ABN, City of Albany will be required to withhold 48.5 per cent of the amount payable.

Funding will be provided according to the contract conditions negotiated between City of Albany and the event holder.

## APPENDIX 1 – SAMPLE AGREEMENT

This sample agreement is for information purposes only and is subject to change.

### Regional Special Events – Sponsorship Agreement

City of Albany is pleased to confirm sponsorship of the event ("Event") described in the schedule hereto ("Schedule") for the amount described in the Schedule ("Sponsorship Amount").

The Sponsorship Amount will be paid upon completion of milestones and is subject to the following terms and conditions:

In this Agreement below are the definitions:

### DEFINITIONS

- **"Agreement"** or "Sponsorship Agreement" means this agreement.
- **"Amount(s)"** means the whole or part of the Sponsorship Amount set out in the table in clause 20.
- **"City"** means the City of Albany.
- **"Essential Term"** includes (but is not just limited to) Risk Management and Insurance clauses.
- **"Event Holder"** means the person or entity described as such in the Schedule.
- **"Event"** means the event as described in the Schedule, to be held on the date specified in the Schedule;
- **"Insolvency Event"** means the happening of any of the following events:
  - a receiver, receiver and manager, administrator or similar official is appointed, or steps are taken for an appointment of that kind over any of the assets or undertakings of the Event Holder;
  - the Event Holder suspends payments of its debts generally;
  - the Event Holder is unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act or is presumed insolvent under the Corporations Act;



- the Event Holder enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for the benefit of, its creditors or a class of them;
- the Event Holder ceases, or threatens to cease, to carry on business;
- a person is appointed under legislation in respect of incorporated associations or companies to investigate the affairs of any member of the Event Holder;
- an application or order is made for the winding up or dissolution of the Event Holder or a resolution is passed or steps are taken to pass a resolution for the winding-up or dissolution of the Event Holder otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of City of Albany; and
- anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any jurisdiction.
- **“Insurance Declaration”** means the insurance declaration, the form of which is set out as an appendix to this Agreement.
- **“Milestone”** means each milestone set out in the table in clause 20.
- **“Notice”** means any notice, consent, approval, notification, request or demand given by City of Albany in this Agreement.
- **“Sponsorship Images”** means logos and/or branding of City of Albany.

## **OBLIGATIONS**

The Event Holder must competently hold the Event as per the Schedule and in accordance with this Agreement. Additionally, the Event Holder must use its best endeavours to promote tourism in Albany and to attract as many intrastate, interstate and overseas participants and supporters as possible to the Event.

The activities expressed as Milestones must be performed by the Event Holder in accordance with the time periods and other terms set out in clause 20.

The Event Holder must use the Sponsorship Amount solely for the purpose of performing its obligations under this Clause 2.

Neither City of Albany nor the State will be held responsible for the success or failure of the Event for which the Sponsorship Amount is applied or for any losses or additional costs incurred that are associated with the Event.

The Event Holder must comply with Local, State and Commonwealth laws applicable to the Event and this Agreement.

## **CHANGES**

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

## **INFORMATION**

The Event Holder agrees to City of Albany disclosing any information or documents provided by the Event Holder in connection with this Agreement to enable City of Albany to either meet obligations, or otherwise respond to, the following:

- any legislative requirements;
- any requests for information from the Western Australian Parliament;
- any requests for information from members of the Western Australian Government;
- any statutory reporting requirements.

The Event Holder acknowledges that the Freedom of Information Act 1992 applies to this Agreement and any information or documents held or compiled by City of Albany in relation to the Agreement.

The Event Holder must, on request, promptly provide City of Albany with information or documents. All such information and documents must be true and correct, up-to-date and complete, and in no way misleading or deceptive.

- The Event Holder must allow City of Albany, or an authorised representative, to have access to and examine the information and documents (in the possession or control of the Event Holder) concerning this Event or this Sponsorship Agreement.
- The Event Holder must allow the Auditor General or an authorised representative of the Auditor General, to have access to and examine the information and documents (in the possession or control of the Event Holder) concerning this Event or this Sponsorship Agreement.

## **SIGNAGE**

City of Albany will provide, at its cost, the signage (banners and signs) incorporating the Sponsorship Images to be used at the Event. The Event Holder must consult with City of Albany to ensure that the signage supplied is placed in positions and locations that maximise City of Albany's exposure. The Event Holder must ensure that City of Albany's banners are not obstructed by any object regardless of whom or what has caused the obstruction.

The Event Holder must ensure that shortly after the Event all banners are returned to City of Albany in the same condition as they were prior to the Event [fair wear and tear excepted].

The Event Holder will be responsible for any costs to repair damaged banners or City of Albany will arrange the repairs and effect reimbursement from the Event Holder.

## **ACKNOWLEDGEMENTS AND LOGOS**

The Event Holder must provide proper acknowledgement of City of Albany in all publicity (media releases), speeches and advertising materials wherever Regional sponsors are acknowledged.

The Sponsorship Images must appear on all posters, brochures, programming, including the official programme and the official brochure (if applicable, advertisements and all other forms of publicity and advertising).

The Event Holder must submit all materials (posters, brochures, programmes, letterhead, advertisements, public announcements and all other forms of publicity or advertising) to City of Albany for approval, or otherwise, before using the same.

City of Albany shall have the opportunity to place an advertisement (in colour) promoting City of Albany in the Event's official programme (if applicable) at no cost. This must be a minimum of one shared full page or two separate half page advertisements.

City of Albany shall have the opportunity to display its logo in any promotional material for the Event.

## **INVITATIONS**

The Event Holder will provide [X ] complimentary tickets (total) at no cost to City of Albany to attend the Event and/or functions associated with the Event.

Invitations to attend key official functions must be sent to the Chief Executive Officer at least 45 days before the Event.

## **COUNCILLOR INVOLVEMENT**

The City of Albany Mayor, or their representative, will each be given the opportunity to speak at key official functions, announcements or ceremonies. The Event Holder must issue an invitation(s) direct to the Mayor's office to seek Mayoral attendance with a minimum of three months' notice for such events/happenings. Such invitation must clearly indicate the event(s); location; time/date; audience; Mayors role; speech duration, etc.

All media releases must acknowledge that the Event is supported by the City of Albany.

## **WORLD WIDE WEB**

The Event Holder must use its best endeavours to develop and maintain a freely accessible website for the promotion and dissemination of up-to-date and accurate information before the Event's commencement. The Event Holder will also create and

Maintain a hyperlink to City of Albany's website in a prominent position and ensure that City of Albany's logos appear on the Event Holder's home page.

## **RISK MANAGEMENT**

The Event Holder must by no later than 40 Business Days prior to the Event commencing or at such other time as may be determined by City of Albany (whether in this Agreement or otherwise):

- Prepare and provide to City of Albany a risk management plan which adopts the Australian standard on risk management as per AS/NZS ISO 31000:2009 Risk Management – Principles and Guidelines;
- City of Albany, or its authorised representative, may request changes to the Event Holder's risk management plan and the Event Holder must incorporate the requested changes within a reasonable timeframe and at least 10 Business Days prior to the commencement of the Event;
- Submit an event application to the City (including a traffic management plan if applicable); and
- Provide written confirmation to City of Albany that it has provided the risk management plan to:
  - the Western Australian Police;
  - the Fire and Emergency Services Authority of Western Australia; and
  - all other relevant authorities.

It is acknowledged and agreed by the Parties that even though City of Albany will be provided with the risk management plan, City of Albany shall have no liability in respect of or arising from any mishap, accident or misadventure in relation to the Event (attributable to a lack, deficiency, or failure of or in, safety or risk management or otherwise).

## **INSURANCES**

The Event Holder must have, and maintain during the currency of this Agreement, current insurance policies with an Australian Prudential Regulators Authority approved insurer for the Event as outlined below:

- General liability (public and product) commensurate with the level of risk associated with the event.
- Personal accident insurance for persons engaged by the Event Holder on a voluntary basis.
- Workers' compensation for persons engaged by the Event Holder to the extent required by law.

The Event Holder must complete an Insurance Declaration form (as provided by City of Albany) which must be signed by the Event Holder and the Event Holder's insurer demonstrating that the insurance requirements under this Agreement have been met.

The Event Holder must ensure that each insurance policy reflects, and continues to reflect, the details set out in the completed Insurance Declaration.

Note: Insurance dollar levels will be established following assessment of the event and during the contract formulation stage. Indemnity provisions will be determined following assessment of the event and as part of the contract development.

The Event Holder is to provide City of Albany with true copies of relevant certificates of currency at least 40 days prior to the commencement of the Event.

## **OFFICIAL PHOTOGRAPHS AND VIDEO**

Where required by the City of Albany, the Event Holder shall provide City of Albany with copies of photographs, DVD's and video footage of the Event. The City of Albany are hereby allowed to use such material to promote the Event and for publicity purposes. The Event Holder must ensure that its contracts, licences or other agreements with third parties include a provision that City of Albany are authorised to use such material for these purposes.

## **ACCESS TO LAND**

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

## **COMPETITION**

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

## **GST**

The Sponsorship Amount quoted below is exclusive of GST. If GST is payable, the Event Holder must increase the amount in its tax invoice (to be submitted to City of Albany) by that amount. In other words City of Albany will pay the Event Holder the Sponsorship Amount plus GST where applicable.

## **TERM**

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

## **REPRESENTATIONS AND WARRANTIES**

The Event Holder represents and warrants that:

- It has the full power and authority to enter into and perform its obligations under this Agreement;
- It has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- All information provided to City of Albany by or on its behalf in connection with this Agreement, the transactions contemplated by this Agreement, and its assets, business and affairs are true and correct in all material respects and are not, whether by omission or otherwise misleading;
- It has not withheld from City of Albany any document, information or other fact material to the decision of City of Albany to enter into this Agreement; and
- Any lobbyist (as that term is defined in the Public Sector Commissioner's Circular No. 2009/13 or any updated version which can be found at <http://www.publicsector.wa.gov.au/AgencyResponsibilities/PSCCirculars>) that is or any of its officers, employees, agents or sub-contractors has employed, engaged is duly registered as a lobbyist in terms of that Commissioner's Circular and has fully complied with its obligations under it.

## TERMINATION

City of Albany may by Notice to the Event Holder immediately terminate this Agreement if any of the following events occur:

- the Event Holder breaches an Essential Term;
- the Event Holder persistently breaches this Agreement;
- this Agreement contemplates or intends the Parties to reach further agreement on something and they fail to do so within a reasonable time; and
- an Insolvency Event occurs in respect of the Event Holder.

If City of Albany issues a Notice under clause 19 it may also demand the Event Holder repay to City of Albany some or all of the Amounts paid by City of Albany to the Event Holder under this Agreement. The Event Holder must repay to City of Albany the Amounts requested by City of Albany to be repaid to it under this clause within 5 Business Days of receiving Notice from City of Albany to do so.

City of Albany may by Notice to the Event Holder immediately terminate this Agreement if the Event Holder breaches any provision, other than an Essential Term, and such breach is not rectified within a reasonable period of time (having regard to the nature and seriousness of the breach, and its ease of rectification) from when the Event Holder has received Notice from City of Albany to do so.

## SPONSORSHIP AMOUNT

Subject always to the Event Holder complying with its obligations under this Agreement to the satisfaction of City of Albany, City of Albany will pay to the Event Holder the agreed amount with 30 days of receiving a satisfactory invoice.

**Event Budget** must include the details of proposed income (confirmed and unconfirmed) and expenses for the Event.

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

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

## SCHEDULE

**Event** – (Insert Event name) – (Insert Event description)

**Event Holder** – (Insert Event Holder)

**Event Date** – (Insert Event date)

**Sponsorship Amount** – (Insert sponsorship amount)

## EXECUTION

### Event Holder Insurance Declaration

The Event Holder must demonstrate that it has the insurances required under Clause 11 of the Sponsorship Agreement. This form is to be completed and signed by an official representative of the Event Holder AND by the Event Holder's insurer or broker.

|   |                |             |  |
|---|----------------|-------------|--|
| <b>Event Holder Details</b> (company name and address)  |                |             |  |
| <b>Event</b> (name of and dates)  |                |             |  |
| <b>General Liability</b>  | Insurer        | ABN         | Policy No                              |
|   | Insured Amount | Expiry Date | Special / Specific Exclusions (if any) |
| <b>Workers' Compensation &amp; Common Law Liability</b>   | Insurer        | ABN         | Policy No                              |
|   | Insured Amount | Expiry Date | Special / Specific Exclusions (if any) |
| <b>Personal Accident</b>  | Insurer        | ABN         | Policy No                              |
|   | Insured Amount | Expiry Date | Special / Specific Exclusions (if any) |
| <p><b>Has your Insurer been made aware of this Event and your involvement as Event Holder?</b></p> <p style="text-align: center;">Yes                      No</p>         |                |             |  |
| <p><b>Has the Insurer subsequently stipulated any requirements or conditions you must comply with?</b></p> <p style="text-align: center;">Yes                      No</p> |                |             |  |
| <p><b>If yes, please specify:</b></p><br><br>   |                |             |  |

I/we certify that the information provided above is accurate and the above insurances are in force until the expiry dates listed.

**Event Holder**

**Insurer / Broker**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

**Review Position and Date**

This guideline is to be reviewed by the document owner annually.

**Associated Documents**

Registered Regional Events Sponsorship Application Form