



Sponsorship Agreement

Date of Agreement		[Insert date of agreement]	
Parties			
The City:	City of Perth	Organiser:	[Insert]
ABN:	83 780 118 628	ACN/ABN:	[Insert]
Address:	Council House, 27 St Georges Terrace, Perth WA 6000	Address:	[Insert]
Contact:	[Insert]	Contact:	[Insert]
Phone:	[Insert]	Phone:	[Insert]
Email:	[Insert]	Email:	[Insert]
City approval :	[Insert City representative that approved the Sponsorship Arrangement] on [insert date of approval]		
The parties enter into this Agreement on the terms set out in the Schedule of Key Terms below and the terms and conditions on the next page(s).			
SCHEDULE OF KEY TERMS			
Purpose	[If the Sponsorship Contribution relates to a specific event, describe the event in detail here. Otherwise, if the Sponsorship Contribution relates to an ongoing purpose, describe that purpose as narrowly as possible. Our preferred approach is not to use Annexures with this Agreement. If it is necessary to describe the Purpose in detail, insert a short description of the Purpose followed by the words 'as described further in Annexure X'.]		
Term	This Agreement commences on the date on which the last party executes it and ends on [insert end date], or such later date on which the Organiser has satisfactorily completed all of its obligations under this Agreement (as confirmed by the City in writing), unless terminated earlier.		
Sponsorship Contribution	Type of Sponsorship Contribution	Details	
	Cash Contribution	\${Insert cash contribution}	
	Other Sponsorship	[Insert any non-monetary Sponsorship Contribution, eg provision of access to facilities (including when and how provided)]	
Sponsorship Benefits	[Insert a detailed description of all the benefits and other deliverables that the Organiser is to give to the City, including any dates by which such benefits or deliverables must be provided to the City. If the only benefit to be provided by the Organiser to the City is publicity, include the following words 'The Organiser must promote the City and the Sponsorship Arrangement in accordance with the Branding and Promotion Requirements.']		
Payment Schedule [Amount of Cash Contribution	Date for payment of Cash Contribution	
	\$(insert)	[Upon execution of this Agreement]	
	\$(insert)	[Insert date / The City's receipt of a [insert deliverable], which is satisfactory to the City (acting reasonably).]	
Key Performance Indicators	[Insert description of any Key Performance Indicators to be met by the Organiser. If no KPIs are applicable to the Sponsorship Arrangement, mark this row 'N/A'.]		
Reporting Obligations	Description of report	Due date of report	
	Acquittal report: an acquittal report which outlines how the Sponsorship Contribution was used.	1 month after the end of the Term.	
	[If applicable] Annual financial reports: an annual financial report which contains a statement of income and expenditure relating to the Purpose which must be signed by the chairperson or CEO (or equivalent) and the treasurer or CFO (or equivalent) of the Organiser.	Each [insert due date] during the Term.	
	[If applicable] Annual Certification: a certification from a qualified auditor who meets the requirements set out in City of Perth Council Policy 4.3.	Each [insert due date] during the Term.	
	[Insert description of additional reports, if any]	[Insert due date]	
City Trade Marks	[Insert the City Trade Marks which the Organiser may use in accordance with clause 3.3(a) of the Agreement]		
Branding and Promotion Requirements	The Organiser must comply with the City of Perth Style Guide provided to the Organiser in relation to any publication that uses the City Trade Marks or otherwise refers to the City. [Insert detail regarding the Organiser's obligations to promote the City in connection with Sponsorship and any branding guidelines which the Organiser must comply with in doing so.]		
Organiser Trade Marks	[Insert Organiser Trade Marks which the City may use in accordance with clause 3.5 of the Agreement]		



Organiser's insurance	Required insurance	Amount
[Applicable Insurances]	Public liability	\$20 million per occurrence.
	Workers' compensation	In accordance with applicable Laws.
	[Insert any additional required insurances]	[\$[insert amount] [per occurrence / in the aggregate]
Special Conditions	[Insert any additional provisions or modifications to the standard terms and conditions]	



Executed as an agreement		
Executed on _____ by the City of Perth (ABN 83 780 118 628) by a duly authorised representative in the presence of:		
	Signature of authorised representative	Signature of Witness
	Name of authorised representative	Name of Witness
Where the Organiser is a Corporation:		
Executed on _____ by [Insert details of Organiser] (ACN [insert]) in accordance with Section 127 of the <i>Corporations Act 2001</i>		
	Signature of director/sole director	Signature of director/secretary
	Name of director/sole director	Name of director/secretary
Where the Organiser is an individual:		
Executed on _____ by [Insert details of Organiser] in the presence of:		
	Signature of Organiser	Signature of Witness
	Name of Organiser	Name of Witness

[User note: delete the execution block that is not applicable.]



Sponsorship Agreement Terms and Conditions

1. DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this Agreement:

Agreement has the meaning given in clause 1.4 of these terms and conditions;

Background IP means any Intellectual Property of a party which is in existence prior to the date of this Agreement or which comes into existence after the date of this Agreement other than in connection with the Sponsorship Arrangement;

Branding and Promotion Requirements means any branding and promotion requirements specified in the Schedule of Key Terms;

Business Day means a day on which banks are open for business in Perth, Western Australia, excluding a Saturday, Sunday or public holiday in that city;

Cash Contribution means any monetary portion of the Sponsorship Contribution, as specified in the Schedule of Key Terms;

City Policies means all codes of conduct, statements of business ethics, rules, policies and procedures published by the City or otherwise provided to the Organiser by the City in connection with this Agreement;

City Trade Marks means the City trade marks specified in the Schedule of Key Terms;

Corporations Act means the *Corporations Act 2001* (Cth);

Force Majeure Event means any of the following events occurring in Perth, Western Australia:

- (a) events and restrictions related to the COVID-19 pandemic;
- (b) act of God, including cyclone, flood, earthquake, tsunami, bushfire, volcanic activity and sandstorm;
- (c) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, act of terrorism, rebellion, riot, revolution, or insurrection;
- (d) ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel; and/or
- (e) strike, lockout, demarcation or industrial dispute which affects Western Australia and is not directed at the affected party,

to the extent it:

- (f) was not caused by an act or omission of the affected party;
- (g) was beyond the reasonable control of the affected party; and
- (h) could not have been avoided or overcome by the affected party taking reasonable precautions or steps,

but in all cases excluding financial hardship, or a lack of, or inability to use, money or available funds for any reason.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Health and Safety Laws means all occupational health and safety related Legislative Requirements as in force from time to time.

Incident means any accident, incident, near miss, event, sequence of events or occurrence that occur and result in or have the potential to result in injury or illness, including any incident

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which is required to be reported to an authority under Health and Safety Laws. **Intellectual Property** means all present and future rights to intellectual and industrial property, including copyright, designs, trademarks, trade secrets, know-how, patents and inventions;

KPIs means any key performance indicators specified in the Schedule of Key Terms;

Law means any law in force in Australia, whether common law, equity or any law under any statute, ordinance or code and includes subordinate legislation;

Legislative Requirements means all applicable Law, industrial awards, regulations, rules, codes, Australian Standards and the requirements of any authority and any licences, permits or approvals issued by any authority.

Loss means any cost, claim, expense, loss, damage, or other liability or indebtedness, present or future, contingent or actual;

New IP means any Intellectual Property which is created or developed by or for the City in relation to the Sponsorship Arrangement, except to the extent that such Intellectual Property incorporates the Organiser's Background IP;

Organiser Trade Marks means the Organiser trade marks specified in the Schedule of Key Terms;

Payment Schedule means the payment schedule set out in the Schedule of Key Terms;

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not or recorded in a material form or not;

Personnel of a party includes that party's officers, employees, agents and contractors;

Purpose means the purpose detailed in the Schedule of Key Terms;

Reporting Obligations means the reporting obligations specified in the Schedule of Key Terms;

Resolution Institute means the alternative dispute resolution body known by that name and registered as ACN 008 651 232;

Schedule of Key Terms means the schedule identified as such at the beginning of this Agreement;

Sponsorship Arrangement means the sponsorship arrangement between the parties provided for in this Agreement;

Sponsorship Benefits means the benefits to be provided by the Organiser to the City as specified in the Schedule of Key Terms;

Sponsorship Contribution means the cash and other sponsorship contributions to be provided by the City, as specified in the Schedule of Key Terms; and

Term means the term of this Agreement, as specified in the Schedule of Key Terms.

1.2 Interpretation

In this Agreement except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (c) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency unless stated otherwise;
- (d) a reference to time is to Perth, Australia time;

- (e) a reference to a party is to a party to this Agreement;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other Law (**statute**) includes regulations and other instruments made under that statute and consolidations, amendments, re enactments or replacements of any of them;
- (h) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties is for the benefit of them jointly and severally; and
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect the interpretation of this Agreement.

1.4 Precedence

The documents which comprise this Agreement are, in order of precedence:

- (a) these terms and conditions;
- (b) the Schedule of Key Terms; and
- (c) any other annexure, schedule or attachment to these terms and conditions.

2. SPONSORSHIP

2.1 City's obligations

The City agrees to provide the Organiser with the Sponsorship Contribution in accordance with the Payment Schedule for the Purpose.

2.2 Organiser's obligations

- (a) In consideration of the Sponsorship Contribution, the Organiser must:
 - (i) provide the City with the Sponsorship Benefits;
 - (ii) comply with the Reporting Obligations;
 - (iii) meet any Key Performance Indicators;
 - (iv) comply with, and ensure that its Personnel comply with, the City Policies and any other reasonable directions of the City in respect of the Sponsorship Arrangement; and
 - (v) otherwise comply with the terms of this Agreement.
- (b) For clarity, nothing in this Agreement affects the Organiser's obligations to comply with applicable Laws, and obtain any consents or approvals which are required, in connection with the Purpose or Sponsorship Arrangement.

2.3 Representations and warranties

- (a) The Organiser acknowledges and agrees that:
 - (i) as part of the application process related to the Sponsorship Arrangement, the Organiser has made various representations and warranties to the City in connection with the Sponsorship Arrangement, including in relation to the Purpose and the use of the Sponsorship Contribution (**Representations**); and
 - (ii) the City has relied upon the Representations in deciding to provide the Organiser with the Sponsorship Contribution and enter into this Agreement.
- (b) If, at any time, the City considers (acting reasonably) that any of the Representations:
 - (i) were or become false or misleading; or
 - (ii) were or become inconsistent with the intention of the Sponsorship or the City Policies
 the City may:
 - (A) immediately terminate this Agreement and require the repayment of any Cash Contributions received by the Organiser prior to termination in accordance with clause 4.5(a); or
 - (B) if this Agreement has ended, require the repayment of the entire Cash Contribution.

3. INTELLECTUAL PROPERTY

3.1 Background IP

Each party acknowledges and agrees that each party's Background IP remains vested in that party.

3.2 New IP

Each party acknowledges and agrees that all New IP vests with the City upon the creation of that New IP.

3.3 Licence of City Trade Marks

- (a) The City grants the Organiser a non-transferable, non-exclusive, royalty-free licence to use the City's name and the City Trade Marks for the purpose of providing the Sponsorship Benefits and complying with the Branding and Promotion Requirements during the Term (**Organiser Licence**).
- (b) The Organiser must not grant a sub-licence in respect of the Organiser Licence to any person (other than its Personnel) without the prior written consent of the City.

3.4 General licence obligations

The Organiser must, in exercising the Organiser Licence:

- (a) always use the City's name or the City Trade Marks (or both) in full, without amendments, additions or variations;
- (b) not use any of the City's trade marks other than the City Trade Marks; and
- (c) only use the City's name and City Trade Marks in accordance with the Branding and Promotion Requirements.

3.5 Licence of Organiser Trade Marks

The City may include the Organiser's name and the Organiser Trade Marks on any material relating to the Purpose or the Sponsorship Arrangement.

4. TERMINATION AND SUSPENSION

4.1 Termination for convenience

Either party may terminate this Agreement without cause by giving the other party 90 days' prior written notice.

4.2 Termination for cause

The City may terminate this agreement immediately by notice if:

- (a) the Organiser breaches this Agreement and:
 - (i) the breach is not capable of remedy; or
 - (ii) the Organiser fails to rectify the breach within 14 days after receiving a notice from the City requiring it to do so;
- (b) the City considers (acting reasonably) that the Organiser is, or is likely to become, bankrupt or insolvent;
- (c) the Organiser fails to provide a Sponsorship Benefit within 7 days following:
 - (i) the date for delivery of the Sponsorship Benefit (as specified in the Schedule of Key Terms); or
 - (ii) a reasonable request from the City to provide the Sponsorship Benefit; or
- (d) the Organiser uses, or proposes to use, the Sponsorship Contribution for anything other than the Purpose;
- (e) in relation to a Sponsorship Arrangement where clause 4.3 applies, the City considers that a cancellation under clause 4.3 is due to reasons within the reasonable control of the Organiser; or
- (f) the Organiser breaches any Law, City Policy or does (or fails to do) anything else which in the City's reasonable opinion adversely affects the City's reputation.

4.3 Cancellation

- (a) This clause 4.3 applies only where the Sponsorship Contribution is being provided in relation to a certain event, series of events or project (**Event**).
- (b) If the Organiser becomes aware that the Event may need to be cancelled for reasons beyond the Organiser's reasonable control (including for clarity due to circumstances related to COVID-19), the Organiser must:
 - (i) immediately notify the City;
 - (ii) keep the City informed as to the progress of any potential decision to cancel the Event, including promptly complying with any reasonable requests from the City for information; and
 - (iii) exercise commercially reasonable efforts to ensure that the Event is not cancelled.
- (c) Without limiting the City's rights elsewhere under this clause 4, either party may terminate this Agreement if:
 - (i) the Event is cancelled; and
 - (ii) the City is satisfied (acting reasonably) that the Event is being cancelled for reasons beyond the reasonable control of the Organiser.

4.4 Force Majeure Event

- (a) Without in any way limiting clause 4.3, if a party becomes unable wholly or in part, to carry out any of its duties or obligations under this Agreement due to a Force Majeure Event, then:
 - (i) the affected party must give to the other party prompt written notice of the relevant circumstances and, so far as is known, the probable extent to which the affected party will be unable to perform, or will be delayed in performing, the duty or obligation;
 - (ii) the affected party must:
 - (A) take reasonable steps to limit its costs incurred in connection with the Purpose and its spending of any Cash Contribution; and
 - (B) use all reasonable efforts to overcome the relevant circumstances as quickly as possible; and
 - (iii) the relevant obligations of the affected party will be suspended for the duration of the relevant circumstances.
- (b) If a Force Majeure Event prevents a party from performing some or all of its obligations for longer than 60 consecutive days, the parties must meet and negotiate in good faith to determine whether any changes to the Sponsorship Arrangement are necessary (including the Sponsorship Contribution, Sponsorship Benefits and where this Agreement concerns a specific event or project – postponing or modifying the event or project).
- (c) If the Force Majeure Event prevents performance for 90 consecutive days in total, and the parties have not been able to reach an agreement under clause 4.4(b), either party may terminate this Agreement.

4.5 Consequences of termination or expiry

Without limiting each party's rights in respect of a breach of this Agreement:

- (a) where the Agreement is terminated by the City under clause 2.3 or 4.2, the Organiser must return all Cash Contributions which it has received prior to the date of termination;
- (b) if the Agreement expires or is terminated for any other reason:
 - (i) to the extent that the Organiser has in good faith:
 - (A) already spent the Cash Contribution for the Purpose (**Spent Amounts**); and
 - (B) despite exercising reasonable efforts to recover the Spent Amounts, been unable to recover the Spent Amounts,any Spent Amounts will not be refunded to the City; and
 - (ii) to the extent the Organiser has not already spent the Cash Contribution for the Purpose, the Organiser must immediately refund the unspent amount to the City upon the City's written request; and
- (c) otherwise, each party's rights and obligations will immediately cease.

5. RECORDS, REPORTS AND INSPECTION

5.1 Keeping records

Without limiting the Reporting Obligations, the Organiser must:

- (a) keep accurate and detailed records relating to its carrying out of the Purpose (including how the Sponsorship Contribution is used) and its performance of its other obligations under this Agreement; and
- (b) keep proper financial records in accordance with generally accepted accounting principles and practices.

5.2 Providing reports and information

The Organiser must:

- (a) satisfy the Reporting Obligations;
- (b) provide to the City any other documents or information relating to this Agreement or the Purpose within 10 Business Days or receiving a written request from the City; and
- (c) provide to the City reasonable prior written notice of any key events or activities relating to the Purpose.

5.3 Keeping the City informed

In addition to its obligations under clause 5.2, the Organiser must immediately notify the City if it becomes aware of any matter or thing which:

- (a) is material to the City's interests in respect of the Purpose;
- (b) has, or is likely to, prevent or delay the Organiser from carrying out the Purpose in accordance with this Agreement; or
- (c) could give rise to an actual or potential conflict of interest on the part of the Organiser.

5.4 Failure to provide acquittal report

If the Organiser fails to submit an acquittal report that complies with the Reporting Obligations by the date specified in the Schedule of Key Terms, if directed by the City the Organiser must repay to the City all Cash Contributions the Organiser received during the Term.

6. DISPUTE RESOLUTION

6.1 Dispute

- (a) If a dispute arises under or in connection with this Agreement, then either party may give a written notice of dispute to the other party identifying the dispute and providing details of it.
- (b) The CEOs (or equivalent senior management personnel) of each party must meet within 7 days of the date of notice of dispute and use their best endeavours to attempt to resolve the dispute.

6.2 Mediation

If the parties are unable, acting reasonably and in good faith, to resolve the dispute at the meeting referred to in clause 6.1(b), then the parties shall endeavour to resolve the dispute by mediation to be conducted by an independent mediator appointed by agreement between the parties or, failing agreement, a mediator appointed by the Resolution Institute.

6.3 Condition precedent

It is a condition precedent to the right of either party to litigate a dispute arising under or in connection with this Agreement that it has first complied with the process set out in this clause 6.

7. CONFIDENTIALITY

(a) Each party must:

- (i) keep the terms and existence of this Agreement and any other information it receives in connection with this Agreement confidential; and
- (ii) except as permitted by clause 7(b) and 7(c), not disclose such information to any person without the other party's prior written approval.

(b) A party may disclose the terms and conditions of this Agreement to that party's professional advisors or its related bodies corporate without the prior written consent of the other party, provided the relevant recipient treats the information as confidential.

(c) The City may (acting reasonably and in good faith):

- (i) publish information and statistics relating to this Agreement in its annual reports, including the Purpose, the name of the Organiser, the amount of any Cash Contribution and the amount of the Cash Contribution acquitted as spent; and
- (ii) disclose any documents it receives under clause 5 to the City's audit committee and City of Perth Council.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 General obligations

In actioning the Purpose, the Organiser must:

(a) comply with:

- (i) all Health and Safety Laws; and
- (ii) any directions, guidelines, rules and procedures provided to the Organiser by the City in relation to occupational health and safety,

and provide evidence of such compliance on the City's request;

(b) ensure that any Personnel engaged by the Organiser to action the Purpose are competent and fit to perform the work expected from them, and where necessary, qualified to perform the work; and

(c) immediately notify the City of any of the following:

- (i) any Incident occurring in connection with actioning the Purpose;
- (ii) any actual or alleged breach of Health and Safety Laws in connection with actioning the Purpose;
- (iii) any directive or notices issued in relation to the Purpose; and
- (iv) any action commenced against the Organiser for work engaged in to action the Purpose.

8.2 Non-compliance

If at any time the City is of the opinion that the Organiser is in breach of its obligations under this clause 8, then the City can:

- (a) direct the Organiser to immediately remedy the non-compliance;
- (b) take such action as is reasonably necessary to prevent danger to health or safety of any Personnel engaged by the Organiser; and

- (c) direct the Organiser to suspend the actioning of the Purpose in whole or in part.

8.3 Indemnity

To the extent permitted by law, the Organiser indemnifies the City against all Loss which the City may become liable for, suffer or incur relating to the failure by the Organiser to comply with its obligations under this clause 8.

9. PRIVACY

To the extent that a party obtains Personal Information as a result of this Agreement, that party must:

- (a) only use the Personal information for its normal business purposes; and
- (b) comply with the *Privacy Act 1988* (Cth) in respect of its storage and use of the Personal Information.

10. PUBLICITY

- (a) The Organiser must comply with, and ensure that its Personnel and any other persons within the Organiser's reasonable control comply with, the Branding and Promotion Requirements and this clause 10.
- (b) Each party acknowledges that the other has established a valuable reputation and goodwill, and desires to protect that reputation and goodwill.
- (c) To protect the reputation and goodwill of the parties, subject to clause 10(d), each party agrees:
 - (i) not to make, or authorise or cause to be made, any public announcement or distribute any materials, relating to the other party or the Sponsorship Arrangement except:
 - (A) as set out in the Branding and Promotion Requirements;
 - (B) as reasonably required by the Organiser in order to give the City the full benefit of the Sponsorship Benefits; or
 - (C) with the prior written consent of the other party; and
 - (ii) to act, at all times, honestly, respectfully and in good faith, and not to make any statement or do anything which is likely to adversely affect the reputation and goodwill of the other party.
- (d) Nothing in this clause 10 restricts the City from promoting itself, its brands or its activities by referring to the Sponsorship Arrangement.

11. WARRANTY AND INDEMNITY

11.1 Warranty

Each party warrants that:

- (a) it has the authority to enter and perform its obligations under this Agreement; and
- (b) it has the ability to perform its obligations under this Agreement.

11.2 Organiser warranty

The Organiser warrants that it will only use the Sponsorship Contribution for the Purpose.

11.3 Indemnities

The Organiser indemnifies the City, its related bodies corporate and their respective Personnel (each an **Indemnified Person**), in respect of any Loss suffered or incurred by any Indemnified Person arising out of or in connection with this Agreement or the Sponsorship Arrangement, except to the extent that Loss is caused by the City's gross negligence or serious misconduct.

12. INSURANCES

- (a) The Organiser must:
 - (i) in addition to any insurances required by Law, obtain and maintain during the Term the insurance policies specified in the Schedule of Key Terms with a reputable insurance company acceptable to the City (**Insurance Policies**);
 - (ii) cause its insurers to waive all rights of subrogation against the City in respect of claims arising in connection with the Insurance Policies;
 - (iii) deliver to the City certificates of currency for each Insurance Policy, within 5 Business Days of the City's written request;
 - (iv) notify the City in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Agreement under any of the Insurance Policies; and
 - (v) give the City at least 20 Business Day's prior written notice of any cancellation or non-renewal of, or material change to, any of the Insurance Policies.
- (b) Nothing in this clause 12, in any way limits the Organiser's liability under this Agreement.

13. GENERAL

13.1 Goods and services tax

- (a) The Sponsorship Contribution is exclusive of GST.
- (b) The Organiser must provide the City with a valid tax invoice for any GST payable on the supply of the Sponsorship Benefits.

13.2 Assignment

A party may only assign, transfer or novate its rights and obligations under this Agreement, in whole or in part, if:

- (a) it has obtained the prior written consent of the other party; and
- (b) such assignment, transfer or novation is permitted by Law.

13.3 Variation

Any amendment or variation to this Agreement is ineffective unless in writing and signed by both parties.

13.4 Entire agreement

This Agreement:

- (a) constitutes the entire agreement and understanding between the parties regarding the subject matter of this Agreement; and

- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

13.5 Notices

A notice, demand, consent, approval or communication under this Agreement must be:

- (a) in writing and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post to the recipient's address for notices specified in the Parties section of this Agreement.

13.6 Governing law

This Agreement is governed by the Laws applicable in Western Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia and the courts of the Commonwealth of Australia.

13.7 Invalidity and enforceability

If any provision of this Agreement is invalid under the Law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid.

13.8 Waivers

Any waiver in relation to this Agreement must be in writing and signed by the party granting the waiver.

13.9 Counterparts

This Agreement may be executed in any number of counterparts and each is an original and all of the counterparts together constitute the same document. A party may sign a counterpart by executing a signature page and electronically transmitting a copy of the signed page to the other party or their authorised representative.

13.10 Relationship of the parties

Nothing in this Agreement constitutes a partnership, joint venture, fiduciary or agency relationship between the parties.

13.11 Survival

Clauses 1, 2.3, 4.5, 5, 6, 7, 8, 10, 11.3, 12, and this clause 13, survive the expiry or termination of this Agreement, along with any other obligations which are expressed to or, by their nature, are intended to survive expiry or termination of this Agreement.