

EVENTS & FESTIVALS
SPONSORSHIP AGREEMENT
EVENT NAME

DRAFT

EVENT NAME + YEAR
SPONSORSHIP AGREEMENT

Parties

Christchurch City Council (the "**Council**")

Organisation (the "**Organiser**")

Background

- A. The Organiser is to organise an event in Christchurch as described in the Reference Schedule (the "**Event**").
- B. The Council has agreed to provide support for the Event, in accordance with the Sponsorship Category as described in the Reference Schedule (the "**Sponsorship**").

Agreement

1. The Organiser agrees that the Event is to be provided on the terms and conditions set out in this Agreement.
2. The Council will provide Sponsorship on the terms and conditions set out in this Agreement.
3. The following documents shall form the Agreement in order of precedence:-
- This Form of Agreement
 - The Reference Schedule
 - The Terms and Conditions
 - Schedule One – Rights and Entitlements
 - Schedule Two – Event Report
 - Schedule Three – Special Terms.
 - Schedule Four – Insurance Certificates.
 - Schedule Five – Confirmation of Organiser's Health and Safety Plan
- Schedules to be included as required*

Execution

Dated(Execution Date)

Signed for and on behalf of Christchurch City Council by

.....
Relevant Unit Manager or Delegated Authority signature, named by Council Report

.....
 Print name

.....
 Print title

.....
 Date:

.....
 Witness signature

.....
 Print name

.....
 Print title

.....
 Date:

Signed for and on behalf of Organisation by

.....
 Director signature

.....
 Print name

.....
 Print title

.....
 Date:

.....
 Witness signature

.....
 Print name

.....
 Print title

.....
 Date:

Note: If an individual signs, the signature is to be witnessed. If a company signs, and there is only one director, the signature is to be witnessed. If two directors sign, no witness is necessary. If an authorised signatory signs, the signature is to be witnessed.

**EVENT/ FESTIVAL SPONSORSHIP AGREEMENT
REFERENCE SCHEDULE**

Event Details

The Event	
Description of Event	
Event Date(s):	
Location:	
Anticipated number of participants/ spectators.	
Event Objectives	

Sponsorship Overview

Term:	
Exclusive/Non-Exclusive:	
Sponsorship Category:	

Funding

Sponsorship Sum:	
Payment Schedule:	

Sponsorship Conditions:

Council Support

Description of any Product and/or Service to be provided by the Council

Estimated value of Product and/or Service:

Representatives

Council's Representative:	Name: Email: Contact Phone No: []
Organiser's Representative:	Name: Email: Contact Phone No:

Address for Notices

Council Address:	Postal: PO Box 73054, Christchurch 8154
Organiser's Address:	Postal:

DRAFT

**EVENT/FESTIVAL SPONSORSHIP AGREEMENT
TERMS AND CONDITIONS**

1. ORGANISER'S OBLIGATIONS

- 1.1** The Organiser acknowledges that the Council has no financial or other responsibility for the Event, including for any debts of the Organiser, other than as set out in this Agreement.
- 1.2** The Organiser will organise and manage the Event, and provide the Event on each Event Date:
- (a) In compliance with the Event Details (as specified in the Reference Schedule);
 - (b) To a high standard and in accordance with best practice and applicable event management standards;
 - (c) In accordance with all applicable legislation, regulations and by-laws;
 - (d) In accordance with all objectives, policies and standards of the Council including but not limited to policies relevant to public events, such as traffic management, health and safety and the reduction of alcohol related harm; and
 - (e) In accordance with the rules of its organisation.
- 1.3** In providing the Event, the Organiser will:
- (a) Act in good faith towards the Council and will not do anything which, in the reasonable opinion of the Council, would materially alter or otherwise devalue the rights of the Council under this Agreement, or bring the Council's name or reputation into disrepute; and
 - (b) Ensure that, where reasonably requested by the Council, effective joint planning occurs between the Organiser and organisations such as (but not limited to) the Police, relevant Licensing agencies, security services and Health agencies; and
 - (c) Adhere to the obligations contained in the Schedule Three of this Agreement.

2. SPONSORSHIP

- 2.1** The Council is a sponsor of the Event in the Sponsorship Category specified in the Reference Schedule.

Sponsorship Funding

- 2.2** If the Council is providing a Sponsorship Sum then:
- (a) The Council will pay to the Organiser the Sponsorship Sum specified in the Reference Schedule PROVIDED THAT
 - i. The Agreement has been signed by both parties;
 - ii. The Organiser has met the applicable Sponsorship Conditions;
 - iii. The Organiser has provided to the Council a signed Health and Safety Plan in accordance with clause 7 (see Reference Schedule);

- iv. The Organiser has provided to the Council confirmation of the insurance held by the Organiser in accordance with clause 8 (see Reference Schedule); and
 - v. The Organiser has provided to the Council all documentation which the Council has made a written request to the Organiser for. Documentation may include all applicable consents, plans, licences, permits, permissions and any other authorisations required for the Event; and
 - vi. If the Sponsorship Sum is to be paid in instalments then the final instalment will be paid following the receipt of an Event Report from the Organiser and provided that the Event Report has been approved by the Council (such approval not to be unreasonably withheld).
- (b) The Council will pay the Sponsorship Sum on the relevant Payment Dates specified in the Reference Schedule, to a bank account nominated by the Organiser.
 - (c) The Sponsorship Sum is not transferable to any other event.

Sponsorship Product and/or Services

- 2.3** If the Council is providing Product and/or Services then the Council will provide the Products and/or Services specified in the Reference Schedule in accordance with Schedule One.

3. SPONSORSHIP CONDITIONS

- 3.1** Payment of the Sponsorship Sum is contingent on the conditions set out in this clause 3 and the Reference Schedule, where applicable, being met.
- 3.2** Upon payment of the Sponsorship Sum to the Organiser, the Rights and Entitlements set out in Schedules One and Two shall apply in respect of the Event.
- 3.3** The Organiser will consult and collaborate with the Council, in the development (including, but not limited to, form and content) of:
- (a) The promotional material to be used in connection with the Event; and
 - (b) The marketing and promotional plan for the Event.
- 3.4** The Organiser will not print or publicise any Promotional Material that it produces in relation to the Event and/or the Sponsorship without the prior consent of the Council's Representative, such consent not to be unreasonably withheld.
- 3.5** Each party will ensure that all Promotional Material that it produces, and all publicity that it generates, in connection with the Event and/or the Sponsorship complies with Codes of Practice of the Advertising Standards Authority and the standards required under the Fair Trading Act 1986.
- 3.6** The Organiser will incorporate the Council's logo and/or Marks in Promotional Material. For the purposes of fulfilling this obligation, the Council grants to the Organiser a non-exclusive, non-transferable licence to use the Council's Logo and Marks during the term of this Agreement.
- 3.7** The Organiser will not use the Council's Logo and/ or Marks without the prior consent of the Council's Representative.
- 3.8** The Organiser will promptly notify the Council of any material amendments to the nature of the Event or the marketing and promotional plan for the Event. Where, as a result of such material

amendments, the objectives of the Council or the Event are inconsistent with the Council's objectives and policies, or negatively impact on the Council the Council may terminate this Agreement.

3.9 Event evaluation

Evaluation: The Organiser will provide full support to Council conducting an evaluation of the event that will include but is not limited to the following elements:

- (a) Assessment of the event budget, expenditure and economic benefit.
- (b) Analysis of media coverage and exposure, and level of media attending
- (c) Total event attendance and breakdown of any ticket sales data
- (d) Attendee satisfaction of event
- (e) Domestic and international visitor levels.

3.10 The Organiser shall provide Council with the right at no cost to Council for input into and access to use any evaluation and research undertaken for the Event by the Organiser, including but not limited to satisfaction, media exposure and economic impact results.

The evaluation is likely to include but not limited to:

- (a) The number of people that attended the Event, and where they were from;
- (b) The number of visitor nights caused by the Event;
- (c) The impact of the Event on Christchurch's GDP;
- (d) The return on Council's investment in the Event; and
- (e) Overall satisfaction levels among Event attendees.

4. PAYMENT

4.1 The Organiser will provide the Council's Accounts Payable section, at least 15 Business days prior to each Payment Date specified in the Reference Schedule, a GST tax invoice for the relevant instalment of the Sponsorship Sum, stating the Purchase Order number and description of the Event. Invoices received without all of these details will be returned to the Organiser, unpaid.

4.2 Invoices are to be addressed to:

Christchurch City Council
PO Box 73015
CHRISTCHURCH 8154
Attention: Accounts Payable
Email: accountspayable@ccc.govt.nz

Electronic Payment

Payment will be effected by Electronic Funds Transfer (**EFT**) (direct credit).

4.3 Any invoices provided by the Organiser which have not met the requirements of this Payment clause will not be effected.

5. REVIEW OF SPONSORSHIP

5.1 Without limiting the Council's right to termination under clause 13. the parties agree that where the Term of this Agreement is for more than one (1) year, the Council shall be entitled to review the Sponsorship; and

- (a) The Council may decline to make further Sponsorship if as a result of the Council's budgetary processes under the Long Term Council Community Plan, the funding available for the Event is reduced or varied; or
- (b) The Council may, acting reasonably, revise the Sponsorship to be provided for the Event and if so, will notify the Organiser of the revised Sponsorship as soon as possible.

6. MEETINGS AND REPORTS

- 6.1 The Organiser and the Council will each appoint a representative, as specified in the Reference Schedule, who will be authorised to give and receive all directions and instructions in connection with the matters set out in this Agreement.
- 6.2 The Representatives agree to meet as reasonably required by either party in order to discuss the matters set out in this Agreement and progress made in connection with the Event.
- 6.3 The Organiser will, within six (6) weeks of the conclusion of the Event, provide the Council with an Event Report setting out in reasonable detail the matters specified in Schedule Two.
- 6.4 The Council will, within three (3) weeks of the receipt by the Council of the Event Report , either:
- (a) confirm that it accepts the Event Report; or
 - (b) acting reasonably, advise that it does not accept the Event Report and the reasons for the non-acceptance, in which case the Organiser has a further two (2) weeks to rectify the Event Report.

7. HEALTH AND SAFETY

- 7.1 The Organiser, and their relevant contractors and subcontractors are PCBUs, as defined in section 17 of the Health and Safety at Work Act 2015, and must comply at all times with that Act and its regulations. Nothing in this Agreement shall be taken to limit the duties owed by any person under the Health and Safety at Work Act 2015.
- 7.2 The Organiser shall ensure, so far as is reasonably practicable, the health and safety of:
- (a) Its workers, while they are at work at the Event; and
 - (b) Any workers whose activities in carrying out work at the Event are influenced or directed by the Organiser;
 - (c) The Organiser shall ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from work carried out by the Organiser as part of the Event.
- 7.3 In the event that the Council and/ or the Organiser, and any contractors and subcontractors have duties in relation to the same matter imposed by or under the Health and Safety at Work Act 2015,

they must, so far as is reasonably practicable, consult, cooperate, and coordinate activities with each other.

- 7.4 Health and Safety Plan:** The Organiser must cooperate with the Council and any other relevant PCBU, and provide, to the Council's reasonable satisfaction, a Health and Safety Plan for all workers, and contractors, which must be signed by the Organiser prior to the relevant Event taking place.
- 7.5 Organiser's Responsibility:** The Organiser will ensure that its' workers at the Event during the Event acts in accordance with and at all times complies with:
- (a) the Event policies and procedures regarding health and safety, including but not limited to evacuation procedures;
 - (b) any applicable safety programme including without limitation:
 - The "Guide to Safe Working Practices in New Zealand Theatre and Entertainment Industry" which is available at www.etnz.org;
 - The Green Guide – Guide to Safety at Sportsgrounds;
 - Safety Planning Guidelines for Events available at www.civildefence.govt.nz;
 - (c) their duties under the Health and Safety at Work Act 2015.
- 7.6 Notification:** The Organiser will immediately notify the Council of any risks to health and safety which the Organiser observes or becomes aware of at the Event. The Organiser must also immediately notify the Council of any notifiable incident (as defined in the Health and Safety at Work Act 2015) it becomes aware of at the Event including those involving any equipment or any worker at the Event and the Organiser will provide the Council with such assistance as may be reasonably necessary to conduct any incident or accident investigation at no cost to the Council.
- 7.7** For the avoidance of doubt, the parties agree that the Council does not have any management or control over the Event.

8. INSURANCE

- 8.1** The Organiser will hold at its cost, at all times during the continuance of this Agreement, Public Liability Insurance of not less than \$2,000,000, on terms and with such insurers as the Council may reasonably require. A Public Liability Insurance Certificate in accordance with Schedule 4 must be supplied.
- 8.2** Where the Organiser is in breach of any of its obligations under this Clause 9, the Council may suspend its obligations under this Agreement.

9. INDEMNITY

- 9.1** The Organiser indemnifies the Council in respect of all costs (including legal costs) claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omissions of the Organiser in the performance of its obligations under this Agreement.

10. INTELLECTUAL PROPERTY

10.1 Except as expressly provided in this Agreement, neither party has the right to use the other party's name or their product's names, logos, trademarks or other intellectual property in any manner.

10.2 The Organiser warrants that it has the authority, copyrights, permissions or licences that may be required for the Event and shall indemnify and keep indemnified the Council from and against all claims, liabilities, losses, damages and expenses suffered or incurred by the Council in connection with any breach of the Organiser of the warranties contained in this clause 10.2.

11. FORCE MAJEURE

11.1 Neither party will be responsible for any act, omission or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control, which includes floods, earthquakes and other acts of God but excludes any industrial actions or business trading risk.

12. CONFIDENTIALITY

12.1 The parties agree that any Confidential Information pertaining to this Agreement remains strictly confidential and is not to be disclosed to any other party except in the circumstances where:

- (a) The Confidential Information is already in the public domain (otherwise than by breach of this clause);
- (b) A party is required to release the Confidential Information by any statutory or regulatory obligation (including the Council's obligations under the Local Government Official Information and Meetings Act 1987), or by any judicial or arbitration process;
- (c) The other party has consented in writing to the disclosure of the Confidential Information; or
- (d) The disclosure of Confidential Information is to an independent auditor as required in accordance with this Agreement.

12.2 Neither party will make any announcement or communication in relation to the Sponsorship or the relationship between the parties without first consulting the other party.

13. DURATION AND TERMINATION

13.1 This Agreement shall commence on the Execution Date and shall continue for the Term unless earlier terminated in accordance with this Agreement.

13.2 The parties acknowledge that the Organiser may cancel or postpone the Event on any of all of the Event Dates owing to inclement weather conditions or for any cause beyond the reasonable control of the Organiser. For the avoidance of doubt, "inclement" shall be taken to mean weather conditions that are unacceptable to the Organiser, and as reasonably agreed to by the Council, in that such conditions would impair performance, cause damage to equipment or raise health and safety concerns. Where the Event is cancelled the relevant provisions of clause 14 shall apply.

13.3 The Council may immediately terminate this Agreement, either entirely or in part, by written notice to the Organiser if one or more of the following events occurs:

- (a) The Organiser commits an act of bankruptcy, or makes any assignment or composition with its creditors or, being a company, has a receiver, liquidator, voluntary administrator or statutory manager appointed;

- (b) The Organiser ceases to carry on its business in whole or in part (except in the circumstances of force majeure);
- (c) If an individual, the Organiser dies or suffers a disability which prevents him or her from performing the Organiser's obligations under this Agreement;
- (d) As a result of the Council's budgetary processes under the Long-Term Council Community Plan, the funding available for the Event is reduced or varied;
- (e) If the Organiser, by any means whatsoever, causes the image or reputation of the Council to fall into disrepute.
- (f) There is, in the Council's reasonable opinion, an irretrievable breakdown in relations between the Council and the Organiser, a loss of confidence in the Organiser, or the Organiser fails to co-operate and meet with the Council;
- (g) The Organiser commits a breach of this Agreement and fails, after receipt of written notice requesting remedy of the breach within a reasonable timeframe, to remedy that breach within that timeframe;
- (h) The Organiser commits a material breach of this Agreement.

14. CONSEQUENCES OF TERMINATION OR CANCELLATION

14.1 On either cancellation of the Event, expiry of the Term or termination of this Agreement:

- (a) Council shall be under no liability to the Organiser or any other person to pay any compensation or damages for any loss that the Organiser may suffer arising out of termination of this Agreement. No penalties or cancellation charges shall be payable by the Council.
- (b) The parties will each immediately deliver to the other all documentation and property in their possession or control that belongs to the other party; and
- (c) The Organiser's obligations contained under the provisions of the following clauses shall continue in force notwithstanding the cancellation of the Event, or the termination or expiry of this Agreement: Insurance, Indemnity, Intellectual Property, Confidentiality, Consequences of Termination or Cancellation; Dispute Resolution.

14.2 The parties agree to meet and negotiate in good faith the amount of the Sponsorship Sum (if any) that should be retained by the Organiser in recognition of any Sponsorship Sum utilised prior to cancellation. The Organiser must immediately refund to the Council the agreed amount of unutilised Sponsorship Sum. If the parties are unable to agree then Clause 15 shall apply.

14.3 On termination of the Agreement under clause 13.3 the Organiser must immediately refund to the Council the entire Sponsorship Sum.

15. DISPUTE RESOLUTION

15.1 Without limiting the application of the sub-clauses below relating to dispute resolution, in the event of a dispute, disagreement or difference of opinion ("**Dispute**") arising under the Agreement, the party claiming that a Dispute has arisen must give written notice to the other party, specifying the nature of the Dispute. On receipt of such a notice, the parties shall endeavour to resolve the Dispute amicably and expeditiously, with a view to achieving prompt resolution.

- 15.2** If the parties do not resolve the Dispute within 10 Business Days of receipt of a notice given under the sub-clause above, a party may, by written notice to the other, refer the Dispute to arbitration in accordance with the Arbitration Act 1996.
- 15.3** Pending the settlement of any Dispute, the parties shall continue to perform all their obligations under the Agreement except neither party shall be obliged to pay any money which is the subject of the Dispute.
- 15.4** Neither party may commence any court or arbitration proceedings relating to a Dispute unless it has complied with the sub-clauses above relating to dispute resolution (except where either of them seeks urgent interlocutory or injunctive relief).

16. NOTICES

- 16.1** All communications under this Agreement which are required to be in writing, shall be sent by mail with postage prepaid or by hand delivery to the Address for Notices set out in the Reference Schedule or such other address as a party has notified in writing.
- 16.2** Notice given in person is deemed to be served upon delivery or by post five (5) Business Days after the date of posting. Any notice served on a non-Business Day is deemed to have been served on the first Business Day after that day. The Council shall only be deemed to have received delivery of a notice upon the Council acknowledging in writing receipt of the notice.

17. GENERAL

17.1 The Council as Regulatory Body

- (a) The Organiser acknowledges that the Council, in terms of its regulatory function as a Local Authority, is obliged to and shall act as an independent Local Authority and not as a party to this Agreement. The Organiser shall have no right or claim against the Council in its capacity as a party to this Agreement as a result of any lawful action or decision made by the Council in the performance of its regulatory function except in the case of bad faith in its capacity as a party to this Agreement.
- (b) Any decision of the Council acting in its regulatory capacity shall not be construed as an approval of the Council as a party to this Agreement or as a variation unless otherwise expressly agreed.

17.2 Governing Law and Jurisdiction

This Agreement is governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

17.3 Severability

In the event that any one or more of the provisions contained in this Agreement is declared invalid by an order, decree or judgment of any Court of competent jurisdiction, this Agreement will be read as if such provision had not been inserted. Where this action results in undue hardship on either party or constitutes a substantial deviation from the general intent and purpose of the parties as reflected in this Agreement, a variation rectifying such anticipated consequences will be entered into by the parties.

17.4 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter and replaces all prior agreements or undertakings whether oral or written.

- (b) Each party, except to the extent qualified herein, confirms that on entering into this Agreement it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of the other party.

17.5 Variations

This Agreement cannot be amended, modified or varied except in writing signed by the Council's Representative and the Organiser's Representative.

17.6 Waiver

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party. A waiver will not prejudice rights in respect of any subsequent breach.

17.7 No Partnership

Nothing in this Agreement constitutes the parties as partners or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

17.8 Assignment

The Organiser, may not assign its rights or obligations under this Agreement without the prior written consent of the Council. The Organiser acknowledges and agrees that the Council may, at its discretion, without the consent of the Organiser, assign any or all of its rights or obligations under this Agreement to any related third party or joint venture partner; provided that the Council notifies the Organiser of the assignment in writing.

17.9 Costs

Each party shall bear its own costs (including legal costs) of and incidental to the negotiation, preparation and execution of this Agreement. All costs (including legal costs) incurred by the Council in enforcing the provisions of this Agreement where the Organiser commits a default, shall be met by the Organiser.

18. DEFINITIONS AND INTERPRETATION

18.1 Definitions

In this Agreement unless the context otherwise requires:

"Business Day" means a day on which registered banks are open for business in Christchurch excluding Saturdays, Sundays and Canterbury Anniversary Day. A business day shall be deemed to commence at 9:00 am and to terminate at 5:00 pm New Zealand time (standard time or summer time, as appropriate).

"Confidential Information" means all information relating to the other party or the other party's business of which a party becomes aware by virtue of its relationship with the other party under this Agreement and any other agreement between the parties, and shall include the matters set out in this Agreement.

"GST" means Goods and Services Tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.

"Local Authority" means City, District and Regional Councils.

"Products and/or Services" means the products and/or services described in the Reference Schedule (if any) to be provided by the Council in connection with the Event.

"Term" means the term of this Agreement as specified in the Reference Schedule.

18.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) References to “**parties**” refer to parties to this Agreement and include successors and, in the case of the Sponsor, permitted assigns and, in the case of the Council, assigns.
- (b) Reference to “**Council**” and “**Organiser**” includes reference to their employees, agents, consultants and contractors.
- (c) Reference to “**persons**” includes reference to companies, partnerships, associations, trusts, Council-Controlled Organisations, Government Departments and Local Authorities.
- (d) Headings and emphasis are for convenience only and shall not affect interpretation.
- (e) Words importing the singular include the plural and vice versa and words importing a gender include any gender.
- (f) References to clauses and schedules are references to clauses of and schedules to this Agreement.
- (g) A covenant or agreement on the part of two or more persons binds them jointly and severally.
- (h) Where a party’s approval is required pursuant to any provision of this Agreement, that approval is not to be arbitrarily or unreasonably withheld or delayed.
- (i) All monetary amounts are stated **exclusive** of GST and in New Zealand dollars unless stated otherwise.
- (j) A reference to any statute includes a reference to any regulation, proclamation, ordinance or by-law made under that statute and extends to any statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing the same.
- (k) A reference to a document includes an amendment or supplement to, or replacement or notation of, that document.
- (l) Where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the following Business Day.
- (m) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

**SCHEDULE ONE –
RIGHTS AND ENTITLEMENTS**

Promotional Material

The Organiser will:

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Publicity

The Organiser will:

[REDACTED]

[REDACTED]

[REDACTED]

The Organiser will:

[REDACTED]

Other Conditions

The Organiser will:

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SCHEDULE TWO EVENT REPORT

Please report back on your achievement (or otherwise) as per the original assessment criteria:
(please note the information provided will stay strictly confidential within the Council.)

An Event Report will be required within six (6) weeks of the Event to formally report to Council, inclusive of the following:

- How the conditions outlined in the Agreement have been met
- Specific inputs, outputs and/or outcomes as outlined in the funding agreement have been achieved (including a breakdown on registrations i.e local, national and international participation numbers)
- Proof of delivery/ success of the Event for all measures stated in the application form.
- An Event Evaluation in accordance with clause 3.9 of the agreement
- Copies of receipts showing the expenditure of the funding or audited accounts including the overall final Event budget.
- Detailed outline of all marketing and promotional achievements i.e. list and include copies of newspaper ads or articles, approximate number of radio and television ads, copies of all promotional material produced, website statistics, and all other marketing material and achievements).
- Audited attendance figures (spectators and event participants) including an outline of the methodology use and a breakdown of confirmed figures and estimated totals
- Inventory of employment opportunities provided, list of full and part-time positions as well as staff hired for the implementation of the Event.
- Provide the total number of volunteers involved with your event
- Provide the total number of hours contributed by volunteers
- Provide information on the amount of waste removed from the event and the waste streams it was entered into (landfill, recycling, organics); when skips are used the Organiser must provide the specific weights of the skips (information can be accessed from your waste management provider), otherwise, the number of wheelie bins used for each waste stream.

Objectives achieved (as per Event Objectives in the Reference Schedule):

Please note that the balance of the funding may not be released until the Event Report is received.

SCHEDULE THREE SPECIAL TERMS

COUNCIL CONTRIBUTION TO EVENT

1. The parties agree and acknowledge that the Sponsorship made by the Council to the Event is likely to contribute to the success of the Event and that if the Event is successful, the Organiser may wish to sell, transfer, dispose of, licence or otherwise alienate the Event to a third party, or to host the Event outside of Christchurch.
2. If the Organiser intends to sell, transfer, dispose of, licence or otherwise alienate the Event, or hold the Event outside of Christchurch ("**Third Party Arrangement**") during, or after the expiry of this Agreement, the Organiser will provide written notice to the Council of the proposed Third Party Arrangement and shall give the Council an opportunity to participate in the Third Party Arrangement, at the Council's option.
3. The Organiser agrees and acknowledges that the Council, in contributing the Sponsorship Sum and Support to the Event, is likely to have increased the value in the Event. If the Organiser determines that it shall enter into a Third Party Arrangement, and the Council has not notified the Organiser within four weeks of notice of the Third Party Arrangement of its intention to participate in such arrangement in accordance with the sub-clause above, the Organiser shall be free to enter into the Third Party Arrangement, provided that the contribution of the Council shall be taken into account in determining the payment or other benefit ("**Payment**") to the Council in accordance with the sub-clause below.
4. The Organiser agrees that it shall make the Payment to the Council to recognise the contribution of the Council to the Event, which shall be at a value agreed between the parties or, failing their agreement, at a price to be determined by an independent chartered accountant nominated by the parties. The Payment shall be made contemporaneously with the entry by the Organiser into the Third Party Arrangement. If the parties are unable to agree in respect of any of the matters set out in this clause, the provisions of the Dispute Resolution clause shall apply.

**SCHEDULE FOUR –
INSURANCE CERTIFICATES**

Attach relevant insurance certificates

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SCHEDULE FIVE
CONFIRMATION OF ORGANISER'S HEALTH AND SAFETY PLAN

TO: Christchurch City Council
Events and Arts Team
PO Box 73054
Christchurch 8154

FROM: _____

TELEPHONE: _____

FACSIMILE: _____

EVENT: **Insert event name**

The Organiser confirms it has a Plan which complies with the requirements of the Health and Safety at Work Act 2015 and generally complies with all legislation, regulations and by-laws relevant for this purpose and the requirements of this Agreement. This Plan will remain in force for the Term and be reviewed and amended as required by this Agreement.

I, the undersigned, confirm that the above information is true. I confirm I am authorised to sign this certificate.

Authorised signatory: _____

Name: (in capitals) _____

Job title: _____

Date: _____