

Service Agreement



THIS AGREEMENT IS MADE

Between

Parties

Name **Newcastle City Council**
ABN 25 242 068 129
Address 12 Stewart Avenue, Newcastle West, NSW 2302
Short form name **CN**
Nominated representative Nick Kaiser, Executive Manager Media Engagement & Corporate Affairs

And

Name **Hamilton Business Association Incorporated**
ABN/ACN 43 576 863 540
Short form name **Service Provider**
Address 48 Lindsay Street, Hamilton, NSW 2303
Nominated representative Reece Hignell

BACKGROUND

- A. City of Newcastle (CN) levies special rates pursuant to section 495 of the Act.
- B. CN must spend special rates for the purpose of beautifying, promoting and developing the area in which those funds were raised.
- C. The Service Provider is a not for profit organisation registered under the Associations Incorporation Act 2009 (NSW) to represent the interests of the businesses in the Special Rate (SR) Area.
- D. CN wishes to engage the Service Provider to provide the Service on behalf of CN.
- E. It is acknowledged that the Service Provider is a registered incorporated association and must comply with all legislative requirements separate to this agreement.

Service Agreement



OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

Acquittal Report means the annual report submitted to CN by the Service Provider.

Act means the Local Government Act 1993 (NSW).

Agreed Personnel means the Service Provider and its authorised representatives.

Agreement means this written agreement between CN and the Service Provider, together with any documents referred to herein.

Deliverables Plan Template (DPT) means the template provided at Appendix 1 that is to be used by the Service Provider when proposing a Deliverables Plan in accordance with this Agreement.

Deliverables Plan means the plan approved by CN's nominated representative in writing containing the details of what the Service Provider intends to do to deliver the Service, including how and when the Service Fee will be spent, an operational plan and a marketing and communication plan for delivering the Service. The Deliverables Plan derived from sections 3, 4 and 5 of the DPT once approved in accordance with this Agreement.

Ideas Exchange is an event hosted by CN that provides an opportunity for cross collaboration, networking and for other Service Providers to learn from each other about ways Service Providers can best benefit the SR Area.

Intellectual Property includes all proprietary rights in relation to information including copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how), circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in *Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967*.

Laws means any laws, statutes, rules, regulations, proclamations, ordinances, standards or local laws of any authority, present or future, and whether State, Federal or otherwise.

Service means the approved operational plan (section 3 DPT), communications strategy (section 5 DPT) and any other obligations of the Service Provider under the Agreement and the approved DPT.

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Service Fee means the total amount approved by CN's nominated representative under section 4 (Financial Plan) of the DPT for delivery of the operational plan approved through the DPT pursuant to the Agreement.

SR Area means the area represented by the Service Provider from which CN levies a special rate pursuant to section 495 of the Act. The area is defined in item 2 of Schedule 1.

SR Funds means the funds raised by CN through levying a special rate on businesses in the relevant area as defined in item 2 of Schedule 1.

Start Date means the date set out in item 1 of Schedule 1.

Support Officer means the person or company provided by CN in accordance with clause 5.1 (e) to assist the Service Provider in meeting its obligations under this agreement.

Unless the contrary intention appears, a reference in this Agreement to:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) the word "person" includes an individual, a firm, a body corporate, a sponsorship, joint venture, an unincorporated body or association, any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity;
- (d) a particular person includes a reference to the person's executors, administrators, successors, successors in title, substitutes (including persons taking by novation) and assigns.

2 PROVISION OF AND LOCATION OF SERVICE

2.1 The Service Provider agrees to provide the Service in the Deliverables Plan to the benefit of the businesses within the area set out in item 2 of Schedule 1. The area may be changed from time to time as is necessary to reflect changes in rating or zoning with 28 days written notice from CN.

3 SERVICE PROVIDER'S OBLIGATIONS

3.1 General obligations

The Service Provider agrees to:

- (a) Operate under a constitution that complies with the Associations Incorporation Act 2009 (NSW);
- (b) Provide the Service subject to the provisions of this agreement and consistent with requirements of the Act;
- (c) Submit a proposed draft Deliverables Plan using the Deliverables Plan Template to CN within one month of the Start Date of this Agreement, to include a budget outlining key operational actions and expenditure under the following categories:
 - (i) Beautification
 - (ii) Promotion
 - (iii) Economic Development
 - (iv) Governance
- (d) Only use the Service Fee for the purpose of beautifying, promoting and developing the area as specifically agreed to in the Deliverables Plan approved by CN. For clarity, SR Funds must not be used for administration costs, employee costs or used for any other costs related to the operation of the Service Provider unless approved in writing by CN;
- (e) Secure and maintain any consent, authority, permit, licence or certificate required to meet its obligations under this Agreement. For clarity, approval of a Deliverables Plan does not imply that CN has given any other consent. The Service Provider should note that many activities require approvals and consents from CN, and other government agencies and that they are wholly responsible for obtaining such approvals. Failure to obtain approvals will void the Agreement and may result in funding being revoked even when works have been completed;
- (f) Provide CN with a copy of the agenda of all committee meetings not less than 14 days prior to that committee meeting;
- (g) Provide CN with a copy of the minutes of all committee meetings within 14 days of the minutes being adopted, to include a summary of deliberations, resolutions and progress against the Deliverables Plan, with a meeting minutes template structured under the following categories:
 - (i) Beautification
 - (ii) Promotion
 - (iii) Economic Development

Service Agreement

- (iv) Governance
 - (h) Provide the Support Officer with, for publication on CN's website, the minutes of all meetings, agenda items and reports relating to the expenditure of the Service Fee within 14 days;
 - (i) Provide a standing invitation to CN's nominated representative to be present at all committee meetings for agenda items involving discussion of the expenditure of the Service Fee;
 - (j) Provide a standing invitation to all CN councillors representing the ward relevant to the Hamilton] special rate area to be present at all Committee meetings for agenda items involving discussion of the expenditure of the Service Fee. Councillors must be provided at a minimum one (1) week's notice of the meeting. Committee meetings should not be held on Tuesday evenings to avoid clashes with CN Council meetings;
 - (k) Provide CN with any records or files (financial or otherwise) relating to the performance of its obligations under this agreement within 7 days of the request. Inspection of records or files may be sufficient to satisfy this obligation at the discretion of CN;
 - (l) In the instance of a Performance Review under clause 4.1, to fully co-operate with CN or CN's contractors conducting the review. This includes, providing without limitation, access to the Service Provider's premises, employees, records, documents and papers that relate directly or indirectly to the performance of the Service Provider's obligations under this agreement;
 - (m) Fully co-operate with CN's auditors nominated under clause 4.2;
 - (n) Ensure that where any of its obligations under this Agreement are performed under a subcontract, any subcontract contains equivalent clauses permitting CN and CN's nominated auditors to have access to the employees, premises and accounts, records, documents and papers of the subcontractor to the extent provided for in clauses 3 and 4 in relation to the expenditure of SR Funds;
 - (o) Publicly acknowledge CN's support including, for example, the inclusion of CN's restricted logo on advertising and collateral and through invitations to events and functions for CN representative/s;
 - (p) Use CN's restricted logo in accordance with Schedule 2 and must:
 - (i) Not modify the restricted logo in any way without the consent of CN;
 - (ii) Obtain approval from CN prior to publishing, producing, printing or distributing any material containing the restricted logo;
 - (iii) Use the Restricted Logo in accordance with CN's Logo Usage Guidelines at Schedule 2;

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- (q) Attend, at least once per year, an Ideas Exchange hosted by CN. The Service Provider must present to the Ideas Exchange, with the presentation to include:
 - (i) Project outcomes as provided in its Deliverables Plan;
 - (ii) An outline of the highlights and challenges of its project experiences.

3.2 Financial Obligations

The Service Provider agrees:

- (a) To open an account with the Commonwealth Bank of Australia for the Service Fee paid under this agreement. The account must have the following criteria:
 - (i) The account name must be in the format of "Hamilton BIA on behalf of Newcastle City Council";
 - (ii) A CN officer as a signatory to the account;
 - (iii) CN be provided internet banking access to view and transact within the account;
- (b) To submit an Acquittal Report to CN's nominated representative by 31 July each year with tax invoices that directly align to the approved Deliverables Plan expenditure for the previous financial year;
- (c) Provide the Support Officer with any requests for approval for budget variations, if the Service Provider proposes to alter any of the approved category budgets by more than 20 per cent from its annual Deliverables Plan categories of i) Beautification, ii) Promotion, iii) Economic Development, or iv) Governance;
- (d) To return any portion of the Service Fee not spent in accordance with the Deliverables Plan to CN by 31 July following the financial year in which it was allocated to be spent, unless:
 - (i) The Service Provider applies to, and is authorised in writing by CN's nominated representative, to carry over unspent Service Fee from one financial year to the next where the Service Fee is approved to be used for the same purpose as that specified in the Deliverables Plan; or
 - (ii) CN's nominated representative informs the Service Provider in writing that it will adjust a future payment of Service Fee to take account of the unspent Service Fee from the previous year.
- (e) To abide by CN's Statement of Business Ethics (Appendix 2) when expending the Service Fee, including that all committee members declare any conflict of interest at committee meetings;

- (f) To either:
- (i) Develop procurement guidelines that comply with the Statement of Business Ethics and will be submitted for approval by CN as part of the Deliverables Plan Template; or
 - (ii) Comply with the following procurement requirements when expending the Service Fee:

Procurement Thresholds (excluding consultants)

For all goods, works and services the following requirements apply:

- <\$1,000 no quote or tender is required
- between \$1,000 and \$10,000 two (2) informal quotes are required
- between \$10,000 and \$50,000 three (3) informal quotes are required
- between \$50,000 and \$125,000 three (3) formal quotes are required

Procurement of Consultants

For the engagement of any consultant, the following applies:

- <\$10,000 one formal quote is required
- between \$10,000 and \$125,000 three formal quotes are required
- over \$125,000 an open tender process is required.

4 PERFORMANCE REVIEW

4.1 Performance Review

To ensure the Service Provider is meeting its obligations under this Agreement CN may conduct a Performance Review of any aspect of the performance of the Service Provider's obligations under this Agreement and where appropriate will seek to involve the Service Provider in that review.

4.2 Nomination of auditors

CN may nominate auditors to conduct, at CN's cost, financial and compliance audits of the Service Provider in respect of the obligations under this Agreement.

4.3 Prior notice

In carrying out CN's powers under this clause 4, CN will give the Service Provider at least 14 days notice.

5 CN'S OBLIGATIONS

5.1 General obligations

CN agrees:

- (a) That CN's nominated representative will provide written approval/rejection of the Service Provider's proposed Deliverable Plan and Acquittal Report in accordance with section 6;
- (b) To co-operate with the Service Provider as the Service Provider reasonably requires;
- (c) Provide the information and documentation that the Service Provider reasonably requires to fulfil its obligations under this Agreement;
- (d) To provide, free of charge (if requested by the Service Provider), an appropriate CN space during business hours for the Service Provider to hold meetings each month or as required by the Deliverables Plan and the Service Provider's constitution;
- (e) Provide access to a Support Officer to assist the Service Provider with meeting their obligations under the Deliverables Plan;
- (f) Use reasonable endeavours to keep the Service Provider informed of decisions of CN which are relevant to the Service Provider's obligations under this agreement;
- (g) To grant the Service Provider a non-exclusive, royalty free, non-transferable license to use CN's restricted logo in its advertising materials solely for the purpose of promoting CN's association with the Service Provider and initiatives of the Deliverables Plan.

6 PROCESS FOR APPROVAL / REJECTION OF DELIVERABLES PLAN AND PAYMENT OF SERVICE FEE

6.1 Process for payment of service fee

- (a) The Service Provider submits a proposed Deliverables Plan using the DPT within 30 days of the Start Date.
- (b) CN's nominated representative provides written approval/rejection within 30 days of submission of the proposed Deliverables Plan.
- (c) If the proposed Deliverables Plan is approved by CN it becomes the Deliverables Plan for the upcoming 12 months and the Service Provider submits an invoice for the Service Fee agreed in the approved Deliverables Plan.
- (d) CN pays the Service Fee within 25 days of the invoice with correct purchase order number noted, to the account opened in accordance with clause 3.2(a).

- (e) If the proposed Deliverables Plan is rejected by CN, the reasons why will be provided to the Service Provider who will amend the plan within 14 days and re-submit to CN for approval. CN's nominated representative must provide written approval/rejection within 14 days of submission of the revised Deliverables Plan.
- (f) The Service Provider provides CN with a financial Acquittal Report by 31 July each year in accordance with Acquittal Report requirements of the Agreement.
- (g) CN's nominated representative must approve/reject the Acquittal Report within 30 days of it being submitted. If the Service Fee has not been expended in accordance with this Agreement and the Deliverables Plan to the satisfaction of CN, CN's nominated representative will advise the Service Provider in writing and CN may terminate this Agreement and the Service Provider must repay the unspent portion of the Service Fee within 30 days.
- (h) The Deliverables Plan may be amended at any time by written agreement between CN's nominated representative and the Service Provider. The written agreement containing amendments becomes an appendix to the Deliverables Plan, replacing the relevant sections.

6.2 Nothing in this agreement stops or restricts the Service Provider from applying for additional special rates as part of any competitive process undertaken by CN.

7 INTELLECTUAL PROPERTY

7.1 The ownership of the Intellectual Property in anything created under this Agreement as part of the Service will vest with CN. The Service Provider must assign ownership of all Intellectual Property rights to CN and will ensure that its employees, subcontractors and agents execute all documents necessary to assign such rights to CN.

8 INDEMNITY

8.1 The Service Provider indemnifies CN, its servants and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act or omission of the Service Provider or of any other persons for whose acts or omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
- (c) any breach of a third party's Intellectual Property Rights; and/or

- (d) any breach of the Agreement by the Service Provider; and/or
- (e) any action, claim or demand from liability brought against CN in connection with a breach by the Service Provider of the WH&S Act and associated legislation (so far as it is permissible at law).

8.2 The Service Provider's liability to indemnify CN is reduced proportionally to the extent that an action or omission of CN or employees or agents (other than the Service Provider) of CN may have contributed to the injury, damage or loss.

9 INSURANCE

9.1 For every year other than the first year after the Agreement commences, the Service Provider must, as part of its Deliverables Plan, affect and maintain the following insurances:

- (a) Workers Compensation insurance (if required) in accordance with the NSW Workers Compensation Act 1987);
- (b) Public Liability insurance (of no less than \$20,000,000 coverage for any claim) with City of Newcastle noted as an Interested Party;
- (c) Professional Indemnity insurance (of at least \$20,000,000 coverage).

9.2 The Service Provider must provide Certificates of Currency for the required insurance policies to the CN at least one week prior to the Start Date.

9.3 The Certificates of Currency must not be cancelled or amended without written notice being given to CN and must be made available for inspection at any time during the term of the Agreement.

10 ALTERATIONS AND MUTUAL TERMINATION

10.1 This Agreement may be altered or terminated by agreement only in writing signed by CN's nominated representative and the Service Provider.

11 SURVIVAL

11.1 Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

12 SEVERABILITY

- 12.1 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

13 RELATIONSHIP

- 13.1 This Agreement does not create a relationship of employment, trust, agency or partnership between the parties. As such, the Service Provider is not entitled to the benefits of an employee.
- 13.2 The Service Provider must not act outside the scope of authority conferred on them by this Agreement.
- 13.3 The Service Provider must take upon themselves the whole risk of performing their obligations under this Agreement and must also comply with every, and all, reasonable and lawful direction of the CN's nominated representative.

14 GOVERNING LAW AND JURISDICTION

- 14.1 The Agreement is subject to and construed in accordance with the Laws, Acts and other prescribed rules applying in the State of New South Wales.

15 FORCE MAJEURE

- 15.1 Neither Party will have any liability under or be deemed to be in breach of this agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

16 PRIVACY AND GIPA

- 16.1 The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government and CN's Privacy Management Plan.
- 16.2 The Service Provider acknowledges CN is a 'public sector agency' for the purposes of the Government Information (Public Access) Act 2009 (GIPA Act) and any documents related to the spending of the Service Fee, including

Service Agreement

Deliverables Plans and Acquittal Reports, will be considered CN's for the purposes of the GIPA Act.

17 CODE OF CONDUCT

17.1 The Service Provider must act in a manner consistent with the requirements of CN's Code of Conduct (available on CN's website or by request) for the term of this Agreement.

18 PAYMENT

18.1 Payment is to be made within 21 days of the receipt of an approved invoice consistent with the approved Deliverables Plan in the form of a valid tax invoice under GST law in respect of the Service delivered and accepted. The Service Provider must quote the purchase order number supplied by CN (to be supplied after the execution of this agreement) on any tax invoice or claim for payment.

19 TERMS AND CONDITIONS

19.1 This Agreement is subject to the Hunter Councils' Terms of Engagement (current edition) as at appendix 3.

19.2 In the event of any conflict or inconsistency, the order of precedence shall be in the order of the documents as listed below.

- (a) This Agreement including approved Deliverables Plan, Acquittal Reports and amending correspondence.
- (b) Amending correspondence.
- (c) Hunter Council's Terms of Engagement.

19.3 The documents listed above form part of the Agreement.

20 TERMINATION

20.1 Without prejudice to any other right CN may have, CN may terminate this Agreement without notice if the Service Provider:

- (a) fails to perform its obligations under the Agreement at all, or within any time period specified by CN;
- (b) fails to carry out a reasonable direction of CN in respect to its obligations under the Agreement;
- (c) fails to submit a Deliverables Plan or Acquittal Report by the required date;
or

Service Agreement

(d) fails to fulfil any of the Service Provider's obligations under section 4.

20.2 CN may terminate this Agreement by giving 14 days written notice to the Service Provider if:

- (a) if it ceases to levy the Special Rate;
- (b) if the Service Provider makes any arrangement(s) with its creditors or is wound up under the Associations Incorporation Act 2009.
- (c) at any time for any reason. If termination occurs under this sub-clause, the Service Provider is entitled to retain the Service Fee if it intends to spend it in accordance with the Deliverables Plan.

20.3 The Service Provider may terminate this agreement by giving 14 days written notice to CN if:

- (a) CN fails to meet its obligations under this Agreement, and:
 - (i) the failure is unable to be corrected, and
 - (ii) that failure means the Service Provider cannot meet its obligations under the Agreement.
- (b) The Service Provider believes it can no longer meet its obligations under the Agreement.

20.4 If this occurs, any of the Service Fee not spent in accordance with the Deliverables Plan is to be returned to CN.

21 DISPUTE RESOLUTION

21.1 In the event of any dispute arising between CN and the Service Provider that cannot be resolved by negotiation, CN shall nominate a formal dispute resolution process to be followed by the parties.

21.2 The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

Service Agreement

Agreement

Signed, sealed and delivered by Newcastle City Council ABN: 25 242 068 129 by its Authorised Representative:



Signature of Authorised Representative

Nick Kaiser

Name of Authorised Representative

Signed, sealed and delivered by Hamilton Business Association Incorporated ABN: 43 576 863 540 by its Authorised Representative who signs by electronic signature having consented to the use of the chosen electronic signing method and intending that their electronic signature has the same force and effect as a wet ink signature:



Reece Hignell (Aug 7, 2024 15:05 GMT+10)

Signature of Authorised Representative

Reece Hignell

Name of Authorised Representative

INSURANCE

As per Clause 9, please attached Certificate of Currency for insurances:

(a) Workers Compensation insurance (if applicable)



(b) Public Liability insurance

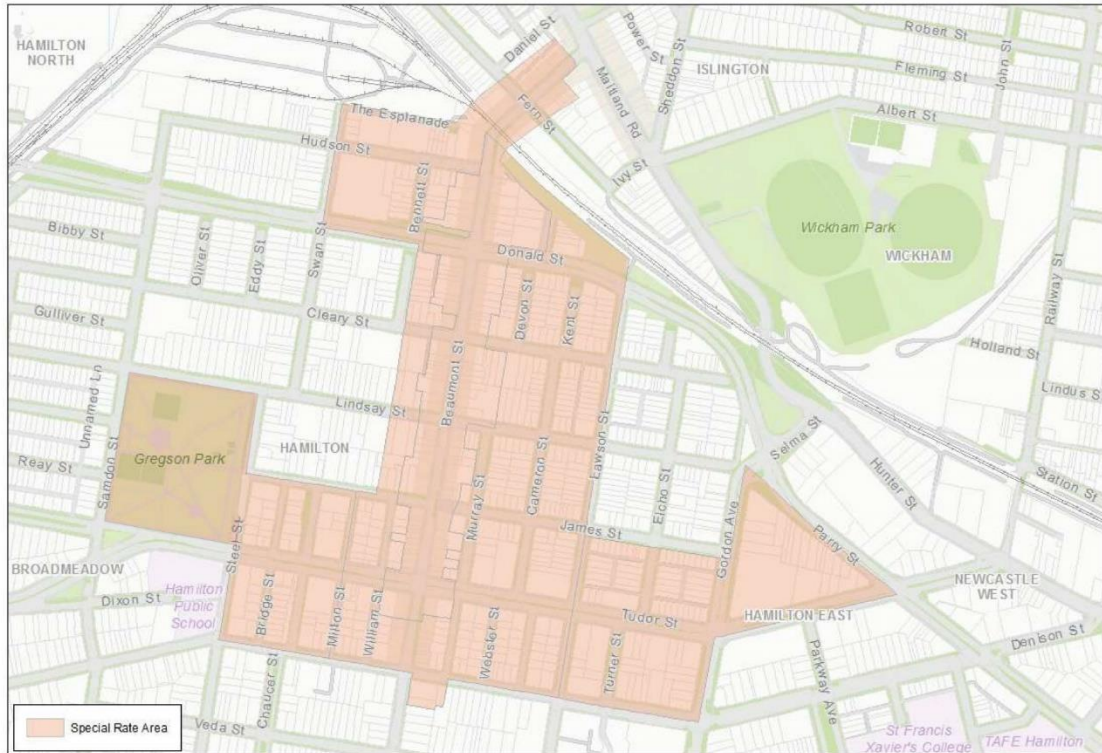


(c) Professional Indemnity insurance



Schedule 1 – Details

1. **State Date:** 1 July 2024
2. **SBR Area:** Hamilton



Schedule 2 – CN’s Logo Use Guidelines

The horizontal logo and the stacked logo are equally strong and can be used interchangeably depending on the space available, and at the discretion of the designer.

The two versions must not appear together in any single piece of collateral, where one logo is selected, it must be used consistently throughout.

The preferred background options are navy and white, though a black background is permissible for existing applications.

The logo should only be placed in the top or bottom right corners when it appears as a standalone logo.

The logo has a clear space rule to ensure it always appears uncluttered, clear and open. The clear space is the height of the CN of the logo type at the logo’s four widest points as shown. No item, text, image or other logo should interfere on this space. The minimum size the logo can be is 35 mm

22 CORRECT USE



Stacked



Horizontal

Service Agreement

23 INCORRECT USE



Do not distort the logo



Do not delete any part of the logo



Do not change the typeface. Please use the official supplied logo files



Do not use the colour logo on a photo or colour other than specified



Do not recolour any part of the logo



Do not rotate any part of the logo



Do not add copy or text to the logo

Where the City of Newcastle logo appears with the Newcastle Tourism brand, the CN logo must appear on the left.



List of Appendices

APPENDIX 1 – DELIVERABLES PLAN (DPT)

APPENDIX 2 – CN STATEMENT OF BUSINESS ETHICS

APPENDIX 3 – TERMS OF ENGAGEMENT CONSULTANTS

Love Local.
Love Hamilton...

Hello
Hamilton



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STRATEGIC DELIVERABLES PLAN OVERVIEW

2024 - 2025

BUSINESS ASSOCIATION
HAMILTON PRECINCT

ABN 43 576 863 540
INC ID 1901585

INTRODUCTION



Hamilton is known for being one of Newcastle's best 'eat streets', but it also possesses rich cultural heritage, an extensive choice of services and access to major transport infrastructure. This ensures that the precinct is an attractive destination for visitors and a desirable location for those who live and work here.

Hamilton has experienced great change over that past years and while the Association is committed to recognising and honouring its heritage and culture, it is equally as determined to forge a new identity that truly reflects the diversification of the retail, hospitality, service and cultural precincts.

The Hamilton Business Association Board is represented as below:

Chair and Public Officer: *Reece Hignell* of CakeBoi.

Vice-Chair: *Amanda Hinds* of Origin - Architecture & Heritage / Total Balance Chiropractic.

Treasurer: *Kate Ellis* of Sportspower.

Secretary: Nick Van Baal of Greater Bank.

Ordinary Member: *Chelsea Willis* of The Young People's Theatre.

Ordinary Member: *Josh Distefano* of Vera Wines.

Ordinary Member: *Daniel Taylor* of Commonwealth Bank.

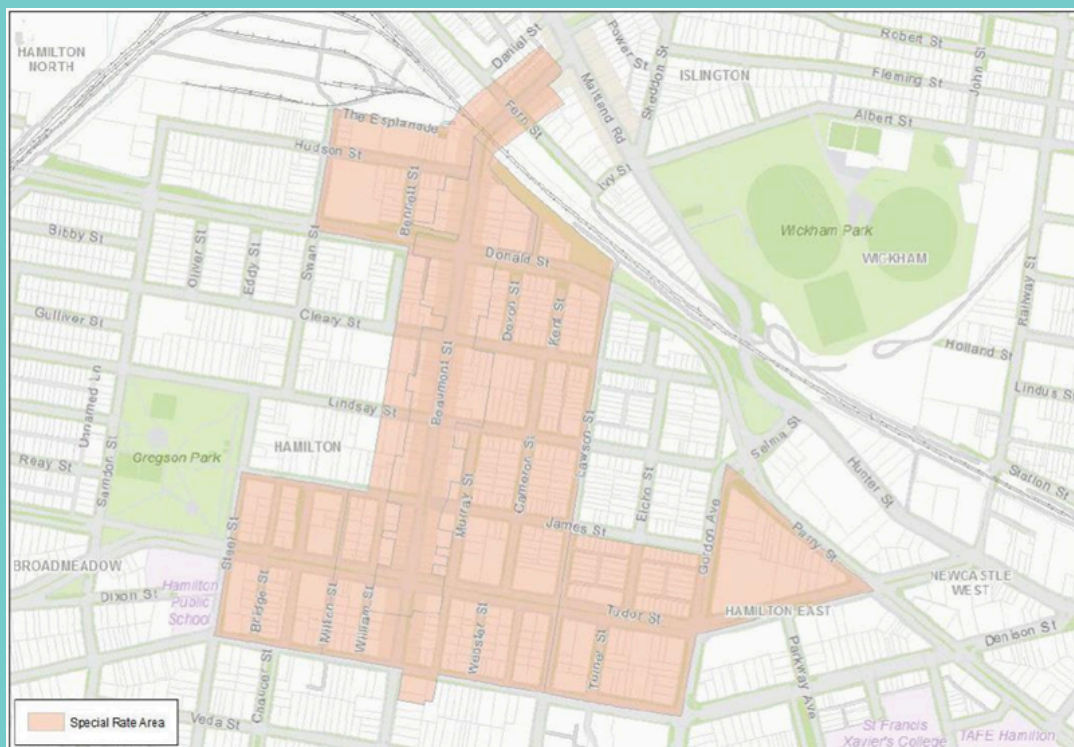
Community Member: *Alissa McCulloch*.

ABOUT THE SBR IN THE HAMILTON PRECINCT



Special Business Rates (SBR) are collected from a designated area within business precincts located in Newcastle City Centre / Darby Street, Hamilton, Mayfield, New Lambton and Wallsend, and are reserved exclusively for the promotion, beautification and development of these business areas. In addition, annual funding for the most creative and innovative project proposals is distributed through a competitive application process.

The Hamilton Business Association precinct covers the area highlighted in the map below and includes 'members' who are classified as the people who pay the City of Newcastle SBR levy as part of the rates attracted by commercial property owners of those people/organisations that either directly or inclusively pay the levy through rental or outgoings





STAKEHOLDERS

The Hamilton Business Association sees itself as an integral part of a rich and diverse community. It considers the following key groups (in no particular order) as audiences that will inform, engage and/or communicate with, to deliver activities, initiatives and plans in its objectives to support businesses in the Hamilton precinct.

The following is an overview and analysis of stakeholders – it is not a complete stakeholder map and serves only to understand the wider stakeholder landscape.



VISION MISSION GOALS



Vision

The Hamilton Business Association is a progressive collaborative that promotes a place that is a welcoming and enjoyable for everyone.

Mission

The Hamilton Business Association is motivated to create, maintain and promote:

- Clean and beautiful streets.
- A precinct that is friendly, collaborative and increases health, wellbeing, safety and accessibility.
- Full buildings: Employment through business establishment leading to full real estate occupancy, attract local visitors and tourism, support history education and culture.

Goals

Hamilton Business Association understands that its unique position is informed by rich history and convenient place within the community. It is this ethos that drives its current business objectives to:

- Work closely with City of Newcastle to identify opportunity and challenges and to develop solutions for these.
- Engage businesses within the precinct to help inform planning and activation.
- Be advised and informed by people and organisations that can add value to solutions and opportunities.
- Be discerning with its budget and use it in a way that provides the best possible results over the full funding period.

KEY STRATEGIC DELIVERABLES



The following table outlines key operational actions designed to achieve the Hamilton Business Association's objectives.

Strategic Deliverables Budget 2024 – 2025

\$100,000.00

Beautification - \$16 600

- Maintenance of greenery
- Permanent Art Installation

Promotion - \$33 400

- Social Media Management
- Precinct promotion content

Economic Development - \$40 000

- 3 community events

Governance - \$10 000

- Voluntary Workers Insurance
- Association Liability
- Public Liability
- Association Fees
- Professional Accounting Fees

KEY DELIVERABLES



GOVERNANCE AND COMPLIANCE

INSURANCES

Timing: Annually

Budget: \$6 000

Details:

- Public Liability;
- Association Liability; and
- Voluntary Workers Liability.

KPIs

- Governance according to Service Agreement with CN & best practice for Associations.

PROFESSIONAL FEES

Timing: Quarterly / Annually

Budget: \$4 000

Details:

- Preparation of quarterly BAS and EOFY Financial Summary prepared by external third party Accountant.

KPIs

- Governance required by ATO & Department of Fair Trading.
- Compliance with all aspects of ATO requirements.

TOTAL = \$10 000

KEY DELIVERABLES



ECONOMIC DEVELOPMENT

HAWKER STREET MARKETS COMMUNITY EVENTS

Timing: 3 x Annually - Autumn, Winter and Spring

Budget: \$40 000

Details:

- 3 x Hawker Markets at James Street Plaza and surrounds.
- Event Organiser to source extra sponsorship funds from local businesses.
- Invite local hospitality venues to be part of the Markets or promote an activation or unique offer during the event to attract visitation.
- Secure and separate children's entertainment area to attract families.
- Promotional signage to promote event.
- Lighting and event styling.
- Roving entertainment to add to ambience of event overall.

KPIs

- 3 x Hawker St Markets annually.
- Post event report from Event Organiser.
- Survey visitors x 1 event including surrounding businesses and report to Board.
- Stallholder digital feedback form.
- Measure success by increase in foot traffic/expenditure in precinct during event.
- Social Media Management team to provide report on engagement from paid social media campaign.

TOTAL = \$40 000

KEY DELIVERABLES



PROMOTION

SOCIAL MEDIA MANAGEMENT

Timing: Annually

Budget: \$23 400

Details:

- HELLO HAMILTON, social media management.
- Curated content.
- Increase following, engagement and reach with organic and paid content.
- Raise awareness of businesses in the precinct to local and broader community.
- Create attractive platforms providing information that improves visitation to the precinct making Hamilton a destination for locals and tourists.

KPIs:

- Improve following by minimum 10% each fiscal year (currently 2925 Instagram 2500 Facebook).
- Minimum 10% increase in reach.
- Minimum 20% increase in engagement
- 4 pieces of content per week.
- Quarterly Report from social media management team.
- Engagement report from paid campaigns presented to Board.

DIGITAL ASSET CREATION / PROMOTION

Timing: Annually

Budget: \$10 000

Details:

- Create additional curated content for socials.
- Content used to promote businesses and events in the precinct to locals and wider community to improve visitation showing Hamilton as a desirable place to work, live and visit.
- Promotion of specific events and activations via paid social/digital campaigns.
- Videography and/or photography of businesses, events, and activations in precinct.
- Businesses able to use content for their own purpose to promote their business and support the precinct.
- Allowance for collaboration of local businesses events/activations upon approval by Board.

KPIs:

- Board provided with a report from the service provider on engagement for all paid social/digital campaigns.
- Produce 3 x paid social media campaigns to promote HBA large community events.
- Produce 9 x paid social media generic campaigns promoting Hamilton precinct.
- Collaborators will provide an acquittal of all funds from receiver within 30 days.

TOTAL = \$33 400



KEY DELIVERABLES

BEAUTIFICATION

GREENERY MAINTENANCE

Timing: July - December 2024

Budget: \$6 600

Details:

- Maintenance of current greenery in Hamilton precinct including green beams, mosaic planters.
- Promote a beautified environment for locals and visitors.
- Transition from December 2024 to businesses taking over maintenance on a cost-effective proposal from current service provider.

KPIs:

- Upkeep of existing greenery in area as required to maintain beautification.

PERMANENT ART INSTALLATION/S

Timing: Annually

Budget: \$10 000

Details:

- Commission artist/s to design up to three permanent art installation/s e.g. mural, pavement art continuation, or sculpture in Beaumont Street.
- This is an opportunity for the Board to consult and create relationships with local artists.

KPIs:

- Create multiple small art installations for FY 24/25.
- Community event upon installation.
- Collaborate with social media management team to social postings include credit to artist/s and report to Board on interaction and engagement.
- Artwork to be approved by CN's Public Art Reference Group.

TOTAL = \$16 600

Hello
Hamilton



OPERATION CONFIDENCE

Hamilton Business Association are working closely with the Local Area Police Command, within Operation Confidence, to address business concerns about crime and anti-social behaviour in the precinct. The Board have requested more high visibility regular patrols; however, this is dependent on Police availability and priorities. The HBA are prepared to support any efforts and advocacy to increase police resourcing in the area.

HBA conducted a Business & Community Forum in 2023 with around 30 attendees. The Local Area Police Command addressed the audience with statistics for the area and Newcastle overall and provided handy tips for reporting crime. The main area of concern for Police was the lack of reporting and this is an avenue that the HBA have been able to assist with regular communication to their database.

This is an ongoing project for the Hamilton Business Association.

Love Local. Love Hamilton...



**BUSINESS ASSOCIATION
HAMILTON PRECINCT**

**ABN 43 576 863 540
INC ID 1901585**

2024 - 2025 STRATEGIC DELIVERABLES PLAN OVERVIEW

NCC313; Rev. 6

This Statement is a means of providing guidance for suppliers, service providers, contractors and individuals to adopt standards of ethical behaviour that meet Council's requirements.

Council's business dealings are geared to achieve the best possible outcome in the interests of Council and its ratepayers for the supply of goods and services. In doing this, all business undertakings are conducted with complete fairness and are open to public scrutiny (subject to commercial confidentiality).

Council will ensure that all policies, procedures and practices related to tendering, contracting and the purchase of goods and services are consistent with best practice and the highest standards of ethical conduct. All procurement activities and decisions will be fully and clearly documented to provide an effective audit trail and allow for effective review.

Business Principles

Council has four key principles which guide its dealings on procurement/business matters.

Fairness: Council treats all parties involved in an even-handed manner. Potential suppliers or contractors will be given equal access to information and opportunities to submit bids. Tenders will not be called unless there is the intention to award a contract, subject to a satisfactory offer.

Prevention of Corruption: Council is committed to high ethical standards and it is the responsibility of Councillors and staff, as well as Council suppliers and contractors, to not only act honestly but also report any instances of possible corruption, maladministration or illegal activities.

Value-for-Money: Council considers all factors which are relevant to a particular procurement of goods or services. These include initial and ongoing costs; quality and reliability; customer service; WH&S; technical expertise; environmental sustainability and other legislative compliance. Value for money does not necessarily mean 'lowest price'. However, the lowest price might represent best value for money if it satisfies the other criteria.

Objectivity: Council establishes procurement criteria and objectively assesses all tenders and quotes against these nominated criteria. All procurement decisions are based on merit, and take into account all relevant information and circumstances that apply to a given procurement requirement.

Doing Business with Council

Suppliers and contractors shall be aware of the following requirements when dealing with Council.

Conflict of Interest: Conflicts of interest include both pecuniary and non-pecuniary interests. (A pecuniary interest is an interest that a person has in a matter because of the reasonable likelihood or expectation of appreciable financial gain to the person. A non-pecuniary interest may include family relationships, friendships or other interests that do not involve a direct financial gain.) Council staff are required to disclose any potential conflicts of interest. Suppliers and contractors to Council are asked to do the same.

Use of Information: Any confidential Council information should not be revealed to persons other than those with a genuine need and authority. Private, confidential, commercial-in-confidence or proprietary information obtained as result of doing business with Council, should never be given to competing interests or unauthorised persons. Suppliers and contractors handling private and personal information are expected to adhere to Council's Privacy Management Plan.

Gifts and Benefits: Council only permits the acceptance of gifts by Councillors or staff if they are a nominal or token value and do not create a sense of obligation. Suppliers that offer gifts or benefits as a reward for, or perceived as influencing, the purchasing decisions of Council staff will not be tolerated. Failure to comply with this requirement will result in Council ceasing to do business with the supplier.

Use of Council's Resources: Suppliers and contractors may only use Council resources and equipment if it is in accordance with specific conditions of a formal contract.

Employment of Council Staff: All suppliers and contractors who deal with Council are not permitted to offer Council staff outside employment or business proposals of any kind. Council staff have a duty to maintain public trust and confidence, and not use commercially sensitive information to facilitate future employment opportunities in the private sector.

Public Comments: Suppliers and contractors must not make any public comments or statements that would lead anyone to believe that are representing Council, or expressing its views or policies.

Canvassing Support: During a tender process, any prospective supplier or contractor shall not directly or indirectly discuss their tender bid with a Councillor, or canvass support from an employee of Council, at any time. Any supplier or contractor involved in such activity will result in their tender being rejected.

Modern Slavery: Suppliers and contractors must comply with the requirements under the *Modern Slavery Amendment Act 2021* (Cth) and all related legislation including the *Modern Slavery Act 2018* (NSW). Council will not participate in any procurement with a supplier or contractor that is found to be engaging in modern slavery.

Public Interest Disclosure: In accordance with the *Public Interest Disclosure Act 2022* (NSW), a contractor who is engaged to provide services on behalf of Council is considered to be a 'public official'. Council encourages public officials to report wrongdoing that has been, or alleged to have been, committed by an individual providing services to Council under a service contract, and use best endeavours to assist in an investigation of serious wrongdoing.

Complying with this Statement

By complying with the principles and standards of behaviour outlined in this Statement, all parties will be able to advance their objectives and interests in a fair and ethical manner. Failure to comply with this Statement may be deemed as a breach of contract. Council may terminate its contract or take other actions considered appropriate.

Reporting

To report any wrongdoing (under the Public Interest Disclosure Act) or unethical behaviour in doing business with Council, please lodge a submission in writing or email to:

Chief Executive Officer
City of Newcastle
PO Box 489
Newcastle NSW 2300

Email: governance@ncc.nsw.gov.au



**City of
Newcastle**

Terms of Engagement for Consultants

(Edition 6; April 2020) ©

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(This document was developed in association with the Hunter Joint Organisation of Councils)

TERMS OF ENGAGEMENT FOR CONSULTANTS

1. INTERPRETATION

1.1 In these Terms of Engagement for Consultants (**Conditions**) unless the context otherwise requires:

"Agreement" (or **"Contract"**) means the written agreement between the Principal and the Service Provider, dated, together with the documents referred there to in;

"Contract Sum" (or **"Service Fee"**) means the lump sum in Australian Dollars set out or calculated in accordance with service rates or expenses stated in the Agreement;

"Contract Term" means the initial term of the Agreement and any period for which the operation of the Agreement is extended;

"Day" means business day, that is not Saturday or Sunday or public holiday for the Principal's employees;

"Information" means all information, including documents or data however held, stored or recorded, drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, or photographic recordings, audio or audio visual recordings;

"Intellectual Property" includes all proprietary rights in relation to Information including copyright and neighbouring rights and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in *Article 2* of the *Convention Establishing the World Intellectual Property Organisation of July 1967*.

"Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, in the Agreement.

"Principal" means the Council of the City of Newcastle;

"Principal's Representative" means the person appointed by the Principal for the management of the Agreement;

"Service" means the obligations to be performed by the Service Provider in accordance with the Agreement and includes, but is not limited to, the provision of professional services, the supply of any materials related to these services and all other things required to be carried out by the Agreement;

"Service Provider" (or **"Consultant"**) means the person bound to carry out and complete the Service and includes his executors, administrators, successors and permitted assigns of that party;

1.2 In these Conditions and any Agreement, unless a contrary intention appears, a reference to:

- (a) a person includes an individual, a corporation, partnership, joint venture, governments, local government authorities and agencies;
- (b) a Special Condition of Contract, Schedule or Annexure is a reference to a Special Condition of Contract, Schedule or Annexure to the Contract and each of them forms part of the Agreement;
- (c) a party to the Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.3 In these Conditions clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 If a party to the Agreement consists of more than one person, those persons shall be bound jointly and severally.

1.5 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged or released except with the prior written consent of the Principal.

2. GOVERNING LAW

The Agreement shall be subject to and construed in accordance with the laws, Acts and other prescribed rules applying in the State of New South Wales.

3. STATUTORY & OTHER REQUIREMENTS

The Service Provider must comply with the requirements of all legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

4. PRINCIPAL'S OBLIGATIONS

The Principal, through the Principal's Representative must give to the Service Provider timely directions, instructions, decisions and information including any approvals the Principal is required to obtain. These directions, instructions, decision and information must be confirmed in writing.

5. RELATIONSHIP WITH PRINCIPAL

The Service Provider must not act outside the scope of the authority conferred on it by this Agreement.

The Service Provider must take upon itself the whole risk of performing its obligations under the Agreement. The Service Provider must also comply with every and all reasonable and lawful direction of the Principal's Representative.

The Service Provider must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly liaise with the Principal's Representative on progress and outcomes during the term of the Agreement.

The Service Provider, shall have the status of an independent contractor and is not an employee of the Principal. The Service Provider shall not be entitled to any benefits that might apply to an employee of the Principal and shall be responsible for any legal entitlements relating to worker's compensation, payroll tax and superannuation.

6. DIRECTIONS & VARIATIONS

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to the Principal or Service Provider at its stated address.

The Principal may, by written notice, direct the Service Provider to vary the Service. Any variation in the fee payable to the Service Provider as a consequence of a direction issued under this Clause shall be agreed between the Principal and the Service Provider.

Unless otherwise agreed, the value of a variation shall be determined using the service rates and expenses which form the basis of the Contract Sum. If the Contract Sum is a lump sum, then reasonable rates and expenses shall apply.

7. DISCREPANCIES IN INFORMATION

The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

8. SUB-CONTRACTING OR ASSIGNMENT

The Service Provider must not without the prior written approval of the Principal's Representative subcontract or assign any performance of rights or obligations under the Agreement. In giving approval the Principal may impose such terms and conditions as deemed necessary.

9. CONFLICT OF INTEREST

The Service Provider warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Service Provider must inform the Principal of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and the Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement

10. STANDARD OF CARE

The Service Provider must perform all its obligations required by the Agreement in a diligent manner and to the standard of skill and care expected of a competent Service Provider.

The Principal reserves the right to qualify or not accept any conclusions or recommendations made by the Service Provider under this Agreement.

11. PERSONNEL

The Service Provider warrants that all personnel engaged by it are appropriately qualified, competent and experienced in the provision of the type of activities connected with the Agreement.

The Service Provider shall reasonably ensure that the personnel nominated in the Agreement are engaged throughout the entire period of the Agreement.

The Principal may direct the Service Provider to immediately and permanently remove from any activity connected with the Agreement any person who in the opinion of the Principal's Representative is incompetent, negligent or otherwise unacceptable.

12. REPORTS & INFORMATION

The Service Provider must provide the Principal's Representative with written reports or information on any aspects of the Agreement when requested.

Any Information that is produced or reproduced in an electronic format, the consultant must deliver it to the Principal in a format approved by the Principal.

13. DELAYS & EXTENSION OF TIME

The Service Provider shall proceed with the work under the Agreement with due expedition and without delay. When it becomes evident to a party that anything, including an act or omission by another party, may delay carrying out the Service, that party shall notify the other party as soon as practical in writing with details of the possible delay and the cause.

If the Service Provider is or will be delayed in carrying out the Service by a cause beyond the reasonable control of the Service Provider, the time for carrying out the Service shall be extended by the extent of the delay.

The Principal may, at any time, by written notice to the Service Provider extend the time for carrying out the Service for any reason.

Nothing in this Clause shall:

- (a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Agreement; or
- (b) limit the Principal's liability for damages for breach of the Agreement.

14. PAYMENT

14.1 Costs, Fees and Expenses

The Contract Sum (or Service Fee) is inclusive of all expenses of the Service Provider, including fees, disbursements, provisional sums and taxes, all of which shall be paid by the Service Provider. Unless otherwise provided, no payment will be made for travelling in relation to the Service.

Fees and expenses shall not be subject to price variation (rise & fall) unless otherwise provided in the Agreement.

14.2 Claims for Payment

The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted.

If the Service Provider fails to provide an ABN on any tax invoice or adjustment note, the Principal may be required to withhold from the payment an amount of tax calculated in accordance with the relevant taxation act or regulation.

14.3 Time for Payment

The Principal shall pay to the Service Provider the invoiced amount within 25 Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct.

14.4 Disputed Claims

If the Principal's Representative disputes the payment claim amount, the amount the Principal's Representative believes is due for payment shall be paid by the Principal and the liability for payment of the balance of the amount shall be determined in accordance with the provisions of the Agreement.

14.5 Payments on Account

Any payment is not evidence of any value or an admission of liability or that the Service is satisfactory but is a payment on account only; nor shall it amount to a waiver of any right or action, which the Principal may have at any time against the Service Provider.

15. TERMINATION

15.1 Termination by the Principal – Default of the Service Provider

Without prejudice to any other rights, the Principal reserves the right to terminate the Agreement if the Service Provider commits a substantial breach of the Agreement, including:

- (a) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality; or
- (b) failure to carry out a reasonable direction of the Principal's Representative.

The Principal's Representative must in writing specify the breach and ask the Service Provider to give reasons why the Principal should not take further action. The Service Provider must respond within 5 Days of receiving the notice and if it fails to respond, the Principal's Representative may immediately refuse acceptance of the Service, decline to accept any further Service, take over the uncompleted Service, suspend payments due and have the Agreement completed by others; or immediately terminate the Agreement in writing by itself or through the Principal's Representative.

Termination by the Principal will not release the Service Provider from liability in respect of any obligation relating to this Agreement. Any shortfall in costs whatsoever shall be a debt due from the Service Provider to the Principal.

15.2 Termination – Frustration, Convenience

The Agreement may be terminated at any time by mutual agreement or if, under the law governing the Agreement, the Agreement is frustrated. Furthermore, the Principal may, for its convenience and without the need to give reasons, also terminate the Agreement at any time. In which ever case, the Principal must give a written notice to the Service Provider. The Service Provider must, on receipt of such notice, immediately cease all activities under the Agreement and take all appropriate action to mitigate any loss or prevent further costs being incurred. The Principal must pay the reasonable fees and expenses of the Service Provider for the extent of the Service performed based upon agreed service rates to the earlier of:

- (a) the date of cessation; or
- (b) the date that the Service Provider was required to cease work.

In no circumstances must the Contract Sum payable for the terminated Service include any loss of prospective profits or exceed the Contract Sum that would have been paid had the Agreement been completed.

15.3 Termination by the Service Provider

If the Principal fails to:

- (a) pay the Service Provider in accordance with this Agreement; or
- (b) issue instructions required.

The Service Provider must in writing specify the breach and ask the Principal to give reasons why the Service Provider should not take further action. The Principal must respond within 5 Days of receiving the notice and if it fails to respond the Service Provider may terminate the Agreement.

16. CONFIDENTIALITY & PRIVACY

The Service Provider its employees, agents, directors, partners, shareholders or consultants must not disclose to any third party, any Information including by way of media interviews or releases relating to the Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Service Provider shall not issue any Information, publication, document or article for publication concerning any aspect of the Agreement in any media without prior approval of the Principal, which approval shall not be unreasonably withheld. The Service Provider shall refer to the Principal any enquiries concerning any aspect of the Agreement from any media.

The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government and the Principal's Privacy Management Plan.

17. INTELLECTUAL PROPERTY

The Service Provider warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Agreement. The Service Provider indemnifies and must at all times keep the Principal indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Service Provider grants to the Principal a non-exclusive licence to use the Service Provider's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by the Principal's Representative.

The ownership of all Intellectual Property in all Information created under this Agreement shall vest with the Principal. The Service Provider must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, sub-contractors and agents execute all documents necessary to assign such rights to the Principal.

To the extent permitted by law, if the Service Provider is the owner of the Moral Rights in the Intellectual Property referred to in this clause, the Service Provider unconditionally and irrevocably:

- (a) consents to any act or omission that would otherwise infringe its Moral Rights in that Intellectual Property, including any act or omission that may have taken place before this consent; and
- (b) waives all of its Moral Rights in that Intellectual Property,

for the benefit of the Principal, its licensees, successors in title and anyone authorised by any of them to do acts permitted under the terms of this Agreement.

18. INDEMNITY

The Service Provider indemnifies the Principal, its servants and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act or omission of the Service Provider or of any other persons for whose acts or omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
- (c) any breach of a third party's Intellectual Property Rights; and/or
- (d) any breach of the Agreement by the Service Provider; and/or
- (e) any action, claim or demand from liability brought against the Principal in connection with a breach by the Service Provider of the *Work Health & Safety Act 2011* and associated legislation (so far as it is permissible at law).

The Service Provider's liability to indemnify the Principal is reduced proportionally to the extent that an action or omission of the Principal or employees or agents (other than the Service Provider) of the Principal may have contributed to the injury, damage or loss.

19. INSURANCE

Before commencing the Agreement, the Service Provider must effect and maintain the insurance policies nominated in the Agreement. The Service Provider must ensure that all sub-consultants are similarly insured. The Principal's Representative may at any time require proof that these insurances have been effected and are being maintained.

The Service Provider must keep current during the contract term, the following policies of insurances:

- (a) public liability - in respect of any one occurrence, \$20,000,000 but unlimited in the aggregate;
- (b) Accident insurance - Complying with the *Workers Compensation Act 1987*. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income;
 - (ii) Death benefits of at least \$250,000;
 - (iii) Minimum benefit period of 24 months.
- (c) professional indemnity insurance - a limit for any one claim of \$10,000,000 unless otherwise stated by the Principal.

Signature: 

Email: janicemusumeci@bigpond.com

20. SAFETY MANAGEMENT

The Service Provider must comply with the current Work Health & Safety legislation and the Principal's Site safety requirements.

If the Service involves any Site work or the use of major equipment, then the Principal's Safety Management requirements shall apply.

21. DISPUTES

In the event of any dispute arising between the Principal and the Service Provider that can not be resolved by negotiation, the Principal shall nominate a formal dispute resolution process to be followed by the parties.

The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

22. WAIVER

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

23. SURVIVING OBLIGATIONS

The obligations of the Service Provider under the Clauses on *Confidentiality & Privacy, Intellectual Property, Indemnity and Insurance* shall be of a continuing nature and shall survive the termination or expiration of this Agreement.



CERTIFICATE OF INSURANCE

CLASS OF BUSINESS: Voluntary Workers

POLICY NUMBER: AU00024593-002

POLICYHOLDER: Hamilton Business Association Incorporated

INSURANCE PERIOD: From 4:00 pm on 30/04/2024 to 4:00pm 30/04/2025
Australian local time in the State or Territory where this **policy** was purchased

INSURED PERSON(S): All club directors, committee members and **voluntary workers** of the **insured**, aged under 85 years

SCOPE OF COVER: Whilst an **insured person** is engaged in **voluntary work** or attending meetings authorised by and under the control of the **insured** including **direct travel** to and from such authorised activities.

AGGREGATE LIMIT OF LIABILITY: \$1,000,000

SUBLIMIT OF LIABILITY
NON SCHEDULED FLIGHTS: \$0

INSURER: DUAL Australia Pty Limited for and on behalf of certain underwriters at Lloyd's

SIGNATURE:

A handwritten signature in black ink, appearing to be "DC", written over a horizontal line.

Damien Coates – Chief Executive Officer, DUAL Asia Pacific
DUAL Australia Pty Ltd is an agent underwriting for and on behalf of certain underwriters at Lloyd's.
For detail in relation to Lloyd's Ratings, please visit www.lloyds.com for more information.

DUAL Australia Pty Limited
dualenquiries@dualaustralia.com.au
www.dualaustralia.com.au
Part of the DUAL International Group



Please note

This Certificate is issued subject to the policy's terms and conditions and by reference to the insured's declaration. The information set out in this Certificate is accurate as at the date of signature and there is no obligation imposed on the signatory to advise of any alterations. The issue of this Certificate imparts no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason. This Certificate is issued as a matter of information only and confers no rights upon the certificate holder.

19 April 2024



Policy number
122AN10708COM

Period of Insurance
From 30 April 2024
To 4pm on 30 April 2025

Your Business Pack Certificate of Currency

This Certificate of Currency has been issued by the Insurer and confirms that on the Date of Issue the Policy is current for the Period of Insurance and Sums Insured and other limits as shown herein.

This Certificate of Currency is issued as a matter of information only and confers no rights upon its holder. This Certificate of Currency does not form part of the terms and conditions of the Policy and does not amend, extend, replace or alter the terms, conditions, definitions, limitations and exclusions noted therein.

This Certificate of Currency is provided as a summary only of the cover provided and is current only at the Date of Issue. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice.

Certain words used in this document and the Policy have special meanings. The General Definitions Section of the Product Disclosure Statement (PDS) contains such terms. Please read the PDS, the Schedule and any other documents that form part of the Policy for the terms and conditions of cover:

Date of Issue:	19 April 2024
Insurer	Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 (Allianz)
Details	
Insured(s)	Hamilton Business Association Incorporated
ABN	43 576 863 540
Business	Business Improvement Association - Not For Profit

Situation

95 Beaumont St HAMILTON NSW 2303

Liability

Description	Limit of Liability
Public Liability any one Occurrence	\$20,000,000
Products Liability any one Occurrence and in the aggregate any one Period of Insurance	\$20,000,000
Property in Physical or Legal Control any one Occurrence and in the aggregate any one Period of Insurance	\$250,000

Cover is provided anywhere within the Territorial Limits, including Australia or its external territories and the Situations and any other Australian locations set out in this document. Refer to the Product Disclosure Statement (PDS) for full details.

Insured Person	City of Newcastle
	Nature of interest
	Council

This Certificate of Currency notes the Insured Person's liabilities arising solely and directly from an act or omission out of the Insured only. No cover is provided for the Insured Person's liabilities arising independently of acts of the Insured.

Kind regards,



Richard Feledy
Managing Director
Allianz Australia Limited



CERTIFICATE OF INSURANCE

CLASS OF BUSINESS: Association Liability

POLICY NUMBER: AU00024395-002

POLICYHOLDER: Hamilton Business Association Incorporated

BUSINESS: Business Association

INSURANCE PERIOD: From 4:00 pm on 30/04/2024 to 4:00pm 30/04/2025

INDEMNITY LIMIT: \$1,000,000 any one **claim** and
\$1,000,000 in the aggregate during the **insurance period**

DEDUCTIBLE: As specified, inclusive of **defence costs** by the **insured** for each **claim**

RETROACTIVE DATE: Unlimited excluding any known claims or circumstance

INSURER: DUAL Australia Pty Ltd on behalf of certain Underwriters at Lloyd's of London and
Allianz Australia Insurance Limited

UNIQUE MARKET REFERENCE: B1969DS2400001

SIGNATURE:

A handwritten signature in black ink, appearing to be "DC", written over a horizontal line.

Damien Coates – Chief Executive Officer, DUAL Asia Pacific
DUAL Australia Pty Ltd is an agent underwriting for and on behalf of certain underwriters at Lloyd's.
For detail in relation to Lloyd's Ratings, please visit www.lloyds.com for more information.



Please note

This Certificate is issued subject to the policy's terms and conditions and by reference to the insured's declaration. The information set out in this Certificate is accurate as at the date of signature and there is no obligation imposed on the signatory to advise of any alterations. The issue of this Certificate imparts no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason. This Certificate is issued as a matter of information only and confers no rights upon the certificate holder.