



CAVENDISH ROAD

State High School

Terms & Conditions



Terms and Conditions

All sponsors acknowledge that participation at Cavendish Road State High School events implies certain responsibilities.

All details provided with this package are subject to change. Information contained within is provided in good faith, and it is expected that details will not change greatly between now and when the sponsorship agreement commences, however this cannot be guaranteed. Cavendish Road State High School reserves the right to amend the sponsorship details contained in the package proposal. Any sponsor likely to be impacted by any change will be kept informed. The following terms and conditions are applicable to this sponsorship:

1. Definitions and Interpretations:

Sponsor means the person, firm, independent association, body corporate or authority that subsidises sponsorship monies to the organiser. All staff, employees, and representatives of the firm, unincorporated association, body corporate or authority are included in this definition of the sponsor.

Organiser means Cavendish Road State High School and its representatives. **Agreement** means the agreement of benefits between the organiser, Cavendish Road State High School, and the Sponsor as outlined on the Sponsorship Agreement Form and in these Terms and Conditions.

Term means the agreed upon period of time that the sponsorship benefits to both the organiser and sponsor are valid. The sponsorship period may differ between sponsors and will be specified on the Sponsorship Agreement Form.

Fee means the amount payable by the sponsor to the organiser in exchange for the sponsorship benefits as outlined on the Sponsorship Agreement Form.

2. Agreement for Participation and Acceptance:

2.1 Upon the Organiser's acceptance of this Agreement, a legally binding contract is established that both the Sponsor and Organiser must adhere to.

2.2 The Organiser reserves the right to reject any application for an Agreement to become a sponsor should the proposed Agreement be inconsistent with guidelines established by the Department of Education.

2.3 All goods and services provided by the sponsor must align with Cavendish Road State High School's mission and values. It is the responsibility of the Organiser to ensure that associations to organisations, products or services are consistent with the goals, values and policies of Education Queensland and, in extension, support children's health, safety and wellbeing.

2.4 The sponsor has the opportunity to negotiate a variation of the proposed sponsorship packages to best suit the needs and requirements of the sponsor. The Organiser reserves the right to accept or reject any requested modifications.

2.5 The Organiser's acceptance of the sponsor's offer will be communicated in writing and be subject to these Terms and Conditions.

2.6 It is the responsibility of the Sponsor to notify the Organiser of any change to participation or involvement.

3. Terms of Payment:

3.1 Following acceptance of the offer, the Organiser will forward a tax invoice for the sponsorship Fee as outlined on the Agreement which must be paid in full within 30 days.

3.2 Terms and Conditions Cavendish Road State High School may terminate the Sponsorship Agreement for convenience at any time and will in such circumstances return the paid Sponsorship Fee.

3.3 The Organiser may immediately terminate a Sponsorship Agreement where:

- a) Payment has not been received within 30 days of the tax invoice date;
- b) The sponsor is in breach of the Sponsorship Agreement and such breach cannot be remedied;
- c) The sponsor is in breach of the Sponsorship Agreement and fails to remedy such breach within 14 days of notice by the Organiser;
- d) The Sponsor brings the Organiser into disrepute; or
- e) Where the sponsor ceases to trade.

3.4 The Organiser may, at its discretion, refund a higher proportion of the Sponsorship Fee where it is able to secure a replacement sponsor for the same sponsorship package.

4. Withdrawal:

4.1 Where the sponsor terminates the Sponsorship Agreement for convenience, it will be entitled to the following refund:

- a) Written notification received before the commencement of the 12-month sponsorship period – 50%
- b) Written notification received after the commencement of the 12-month sponsorship period – 0%.

5. Indemnity:

5.1 Attendance at any events hosted by the Organiser is at the Sponsors' risk. The Organiser accepts no liability whatsoever (other than as required at law) for any losses that the sponsor may suffer.

5.2 The sponsor agrees to indemnify the Organiser for any injuries (including death) and property damage caused or contributed to by the sponsor or its employees, sub-contractors or agents.

6. Force Majeure

6.1 Neither the Sponsor nor Organiser will be liable for failing to perform the commitments outlined in the Sponsorship Agreement should the failure be triggered by circumstances beyond reasonable control.

7. Privacy and Confidentiality

The Organiser will follow due process of the Sponsorship Agreement with transparency and will adhere to all requests from the sponsor for privacy and confidentiality in respect to the contribution. The Organiser agrees to comply with the Privacy Act 1988 (Cth) whether or not that legislation applies to it and will not collect, use, disclose any personal information provided under the Sponsorship Agreement without express consent from the data subjects concerned.