

## Event Detail Form

**Deadline: Friday 14 November 2008**

A separate registration form needs to be completed for each event that your organisation is coordinating. The event information submitted will be used on the SHW 2009 website and associated marketing and PR activities. *“Acceptance of proposed events as part of Sydney Harbour Week program will be at the discretion of the SHW Working Committee.”*

### 1. Organisation Details

Name of Organisation, Group or Individual responsible for event

Contact Name

Address

Postcode

Phone

Fax

Email

### 2. Event Details

Name of Event

Location of Event (include venue name, street address & meeting place)

Description of Event (please be precise as wording may be used in publication)

Short Version (one sentence)

Long Version (one paragraph)

Relevance to Sydney Harbour Week

Date of Event

Time of Event

Ticket/admission price

Booking Essential

Yes

No

Telephone Bookings Number

Maximum group/event size

Website

Sponsorship (Please note any sponsorship arrangements, existing or proposed)

Media contact

When form completed, please send to:

**Sydney Harbour Foreshore Authority**

**Attn:** Justine Waters

Level 6, 66 Harrington Street,

The Rocks NSW 2000

**Fax:** (02) 9271 5161

**Email:** Justine.Waters@shfa.nsw.gov.au

# Sydney Harbour Foreshore Authority

## 2009 Sydney Harbour Week Umbrella Events

### Terms and Conditions

#### 1. Dictionary

- 1.1. For the purposes of these terms and conditions, a reference to:
  - a) **Event** includes any goods, services or facilities provided in connection with that Event.
  - b) **NSW Government Body** means a government, government department, agency or other instrumentality, a state-owned corporation or a statutory corporation established in or by a law of New South Wales:
  - c) **This Agreement** means the Letter of Agreement and these terms and conditions. The Letter of Agreement will be provided to all approved event participants.

#### 2. Event

- 2.1. Sydney Harbour Foreshore Authority is Co-ordinator of the **2009 Sydney Harbour Week** which promotes a series of individual events which will take place under that umbrella. However, Sydney Harbour Foreshore Authority is not responsible for organising individual events that take place under the auspices of **2009 Sydney Harbour Week**.
- 2.2. Event Organisers are and remain solely and fully responsible for organising and staging individual Events that are promoted under the umbrella of **2009 Sydney Harbour Week**.
- 2.3. Sydney Harbour Foreshore Authority shall promote the Event as part of **2009 Sydney Harbour Week**, in the manner specified by Sydney Harbour Foreshore Authority.

#### 3. Changing the Event

- 3.1. The Event Organiser must not change the nature, content or format of the Event without first notifying Sydney Harbour Foreshore Authority at least 7 days before the Event is due to take place about what changes are proposed and why they have become necessary.
- 3.2. Sydney Harbour Foreshore Authority may after receiving a notice from the Event Organiser under clause 3.1, and acting reasonably:
  - a) decline to promote the Event, or
  - b) allow it to take place, as part of **2009 Sydney Harbour Week**.

#### 4. Sydney Harbour Foreshore Authority Representative

- 4.1. The Sydney Harbour Foreshore Authority Representative is the authorised delegate of Sydney Harbour Foreshore Authority. The Event Organiser must direct any inquiries, or send any notices under or about this Agreement, to the Sydney Harbour Foreshore Authority Representative.

#### 5. Loss Or Damage To Property

- 5.1. Sydney Harbour Foreshore Authority accepts no responsibility or liability for any representations made by the Event Organiser about the Event, including its quality and content.
- 5.2. The Event Organiser:
  - a) warrants to Sydney Harbour Foreshore Authority that all information provided by the Event Organiser to Sydney Harbour Foreshore Authority about the Event is accurate, up to date and complete;
  - b) undertakes to notify Sydney Harbour Foreshore Authority promptly if:
    - i) the Event Organiser intends to cancel, postpone, or delay the Event for any reason;
    - ii) the Event Organiser intends to change the content or format of the Event for any reason;
    - iii) any information about the Event becomes inaccurate or out of date;
    - iv) any goods, services or facilities in connection with an Event are different or unavailable for any reason;
  - c) indemnifies Sydney Harbour Foreshore Authority against any claim, action (including legal action), loss, damage or liability arising from the Event in respect of:
    - i) damage to or destruction of anyone's property;
    - ii) the death of or injury to any person involved in or participating in the Event;
    - iii) the staging or provision of the Event and the manner in which it is promoted or advertised;
    - iv) delay, postponement or cancellation of the Event for any reason, including because this Agreement ends under clause 6.1; or
    - v) any changes to the content or format of the Event,except to the extent that such claim, action, loss, damage or liability can be attributed to the negligence or breach of Sydney Harbour Foreshore Authority.
- 5.3. Sub-clause (c) does not apply to the extent that liability is attributable to any breach by the Sydney Harbour Foreshore Authority of any provision of the contract or any negligent act or omission of the Sydney Harbour Foreshore Authority, or employee, contractor, or agent of Sydney Harbour Foreshore Authority.

#### 6. Insurance

- 6.1. The Event Organiser must take out and maintain until the end of the Event the following insurance (and provide evidence to Sydney Harbour Foreshore Authority when Letter of Agreement is signed that it has effected these insurances):
  - a) Public Liability of the Event Organiser to note Sydney Harbour Foreshore Authority's interest in respect of liability at law for damages in respect of a death or injury to any person or damage to property occurring in the performance of this agreement, to the limit of cover of \$20 million per claim;
  - b) Workers compensation insurance as required under workers compensation legislation; and
  - c) Insurance adequate to indemnify the Event Organiser against loss or damage to its own property and that of its employees and contractors.
- 6.2. Where the Event Organiser is a NSW Government Body, it may instead self-insure against those risks specified in clause 5.1(a) to (c) inclusive through NSW Treasury Managed Fund, but must provide evidence to that effect on demand from Sydney Harbour Foreshore Authority.

#### 7. Termination

- 7.1. Sydney Harbour Foreshore Authority's obligations under this Agreement end, by notice given to the Event Organiser at least 2 days in advance, if and when the Event Organiser:
  - a) becomes insolvent, bankrupt, or is placed under administration or wound up;
  - b) breaches any of these terms and conditions and that breach if not rectified within the time specified in the notice (which time must be reasonable, depending on the nature and extent of the breach).
- 7.2. If Sydney Harbour Foreshore Authority ends this Agreement under clauses 3.2 or 7.1, Sydney Harbour Foreshore Authority is not liable for [and the Event Organiser releases Sydney Harbour Foreshore Authority from liability for] any damage or financial loss suffered by the Event Organiser if it also becomes necessary to:
  - a) delay, postpone, or cancel the Event;
  - b) change the format or content of the Event in any way; or
  - c) cease promoting the Event as part of **2009 Sydney Harbour Week**, or promote it differently.

#### 8. Disputes and litigation

- 8.1. Where the Event Organiser is a NSW Government Body, then any disputes (including any litigation) under or about these terms and conditions must be dealt with or conducted according to Memorandum 91-9 Litigation Between Government Departments and Authorities, 18 April 1991.

#### 9. Governing law

- 9.1. The laws in force in New South Wales govern these terms and conditions, regardless of where the Event takes place.