



# Template: Sponsorship Agreement

A/4.7.1.2

## Purpose

This document provides guidelines to follow when drafting a Sponsorship Agreement. The Sponsorship Agreement provides written details about the agreed terms and conditions in order for sponsorship to proceed between the Property Trust and a sponsor. This document is a guide to assist with the [Corporate Sponsorship Procedure](#).

## Suggested steps for preparing and using the Sponsorship Agreement template:

1. Create your draft Sponsorship Agreement. A template for use is provided on the next page. To create a Sponsorship Agreement using this template, complete and print all page **except** this page (page 1).
2. Follow the steps in the [Corporate Sponsorship Procedure](#) document.
3. The final draft of this Sponsorship Agreement **must** be provided to Legal Services via [legal@ucaqld.com.au](mailto:legal@ucaqld.com.au) for quality assurance, **prior** to final approval and signing by the sponsor and the Property Trust.
4. Once approved by Legal Services, the final Sponsorship Agreement must be provided to the Executive Director, Strategic Resources (Secretary of Uniting Church in Australia Property Trust (Q.)) for final approval and signing.
5. The final Sponsorship Agreement must be provided to the sponsor and their signature obtained. Once this occurs, please provide a copy of the Sponsorship Agreement signed by both the sponsor and the Property Trust to Legal Services via [legal@ucaqld.com.au](mailto:legal@ucaqld.com.au).
6. Keep a copy of the finalised Sponsorship Agreement (signed by both the sponsor and the Property Trust for your records), providing a copy also to the Synod registry via [property@ucaqld.com.au](mailto:property@ucaqld.com.au).

## Revisions

Document number		A/4.7.1.2			
Version	Approval date	Approved by	Effective date	Policy owner	Policy contact
1.0	01.12.2020	Director – Church Enterprises	01.12.2020	ED Strategic Resources and Assurance	Business Development Unit
Next scheduled review		01.12.2025			



**Sponsorship Agreement**  
**“Initiative”**

For *(insert the name of the initiative)*

*(insert the date/s that the initiative will take place)*

Between

The Uniting Church In Australia, Property Trust (Q.)

And

*(Insert the formal name of the sponsor)*

**“the Sponsor”**



**Table of contents**

1. Definitions and Interpretation .....  
2. Term.....  
3. Sponsorship.....  
4. Restricted Logo .....  
5. The Organisation's Obligations .....  
6. Payment .....  
7. The Sponsor's Warranties .....  
8. Indemnity.....  
9. Confidentiality and Privacy.....  
10. Termination.....  
11. Notices .....  
12. GST.....  
13. Insurance.....  
14. Rearrangement or Cancellation of Initiative .....  
15 Governing Law.....  
16 No Partnership.....  
17 Risk .....  
18 No Exclusivity .....  
SCHEDULE 1.....  
SCHEDULE 2.....  
SCHEDULE 3.....  
SCHEDULE 4.....



## **Sponsorship Agreement** *(insert the name of the initiative)*

THIS AGREEMENT is made this *(insert date)* day of *(insert month)* 20XX

BETWEEN: The Uniting Church in Australia Property Trust (Q.) (the "Church")

AND: *(insert the legal name of the sponsor)* appearing at **Item 1 of Schedule 1** to this Agreement. (the "Sponsor")

### **BACKGROUND**

A. The Church has agreed to provide benefits to the Sponsor in accordance with the following terms and conditions.

B. The Sponsor has agreed to sponsor the Initiative in accordance with the following terms and conditions for the Sponsorship Fee.

### **AGREEMENT**

#### **1. Definitions and Interpretation**

1.1. In this Agreement unless the context otherwise requires:

**"Address for Service"** means the address and facsimile numbers of the Parties set out in Items 1 and 2 of Schedule 1.

**"Agreement"** means this Agreement, any amendments permitted by this Agreement and any Schedules (including footnotes), Annexures, and Attachments to any Schedule to this Agreement.

**"Advertising Materials"** includes any material used by the Organisation to promote, advertise or report on itself including television, cinema, radio and print commercials, audio visual aids, slogans, catch phrases, lyrics, jingles, videos, point of sale material and media coverage.

**"Business Day"** means any day except Saturday, Sunday and a public holiday in Queensland.

**"Commencement Date"** means the date the last Party to this Agreement signs this Agreement.

**"Confidential Information"** means in relation to a Party, information that:

(a) is by its nature confidential;

(b) is designated by that Party as confidential; or

(c) the other Party knows or ought to know is confidential; and includes:

(d) information comprised in or relating to any Intellectual Property Rights of the Party;

(e) information relating to the internal management and structure of the Party or the personnel, policies and strategies of the Party;

(f) information of the Party to which the other Party has access that has any actual or potential commercial value to the first Party or to the person or corporation which supplied that information;

(g) in the case of the Organisation, information relating to the policies, strategies, practices and procedures of the State; and

(h) information in the Party's possession relating to the other Party's clients or suppliers and like information.



## Sponsorship Agreement

**“GST”** means any tax, levy, charge or impost implemented under the GST Act.

**“GST Act”** means A New Tax System (Goods & Services Tax) Act 1999 (Cth) and any amendments to that Act.

**“Initiative”** means *(insert the name of the event, project, program, function or activity; the address that the event, project, program, function or activity is being held at; and the date/s)* [for example, the 34th Queensland Synod to be held at the Alexandra Park Conference Centre, 13 Mari Street Alexandra Headland from 17–20 May 2019 – *delete this example from the final version of the document*] as described in Item 1, Schedule 2.

**“In-Kind Support”** means the provision by the Sponsor to the Church of goods or services other than the Sponsorship Fee as set out in Item 1 of Schedule 5.

**“Intellectual Property”** includes all copyright, patents, trade marks, databases, signage designs, semiconductor or circuit layout rights, trade, business or company names or other proprietary rights recognised by the World Intellectual Property Organisation, whether registrable or not, (and includes all such rights in relation to the Restricted Logo), whether created before, on or after the Commencement Date.

**“the Sponsor’s Delegate”** means the person described in Item 1 of Schedule 1 as the Sponsor’s Delegate.

**“Publicity”** includes any media release or other free publicity.

**“Relevant Target Audience”** means the Relevant Target Audience in Schedule 2 Item 2.

**“Restricted Logo”** means the Uniting Church in Australia Queensland Synod Logo and any variant of that Logo and includes any reference, image, phrase or indicia in relation to that Logo whether verbal, in writing or print.

**“Sponsorship Entitlements”** means the (\*non-exclusive or \*exclusive) Sponsorship Entitlements set out in Item 1, Schedule 3.

**“Sponsorship Fee”** means the total amount set out in Item 1 of Schedule 4.

**“Church’s delegate”** means the person described in Item 2 of Schedule 1 as the Church’s Delegate.

**“Term”** means the period from the Commencement Date to the completion of the Initiative *(insert date/s)*.

1.2. In this Agreement unless the context otherwise requires:

- (a) words in a singular number include the plural and vice versa;
- (b) words importing a gender include any other gender;
- (c) a reference to a person includes a partnership and a body, whether corporate or otherwise;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) a mention of anything after include, includes or including does not limit what else might be included;
- (f) the clause headings are for convenient reference only and have no effect in limiting or extending the language for the provisions to which they refer;
- (g) a reference to a clause is a reference to a clause or subclause of this Agreement;
- (h) a reference to a subclause is a reference to a subclause of the clause in which that reference is made;
- (i) a reference to a Schedule includes a reference to any part of that Schedule which is not physically annexed to this Agreement but which is incorporated by reference; and



## Sponsorship Agreement

(j) a reference to a statute, regulation, ordinance or local law shall be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing the same.

### 2. Term

2.1. This Agreement commences on the Commencement Date and unless terminated sooner under clause 10, continues for the Term.

### 3. Sponsorship

3.1. The Sponsor agrees to pay the Sponsorship Fee and provide the In-Kind Support to the Church on the terms and conditions of this Agreement.

3.2. In consideration of the Sponsor paying the Sponsorship Fee and providing the In-Kind Support, the Church will provide the Sponsor with the Sponsorship Entitlements.

3.3. The Church shall approve all elements of the Sponsorship Entitlements:

(a) In the case of printed material or publications, before printing;

(b) In the case of electronically published material, before migration from the Development Environment;

(c) In the case of media releases or publicity, before released to any media outlet.

(d) In the case of merchandise related material specifically for the initiative

3.4. In accordance with its obligations under clause 3.3, the Church shall provide to the Sponsor all materials necessary in a timely fashion to enable the Church to approve the materials.

3.5. The parties to this Agreement agree that sponsorship and purchasing are independent activities and that sponsorship does not confer any advantage in Church purchasing decisions.

### 4. Restricted Logo

4.1. Nothing in this Agreement permits the Sponsor to use the Uniting Church Australia, Queensland Synod logo emblem in its Advertising Materials for any purpose.

### 5. The Church's Obligations

5.1 During the Term of this Agreement, the Church will;

(a) host or procure the hosting of the Initiative (*insert the date/s of the initiative*)

(b) ensure that the Sponsor receives the Sponsorship Entitlements in accordance with this Agreement

(c) use its best endeavours to market the Initiative to the Relevant Target Audience in an attempt to attract attendance at the Initiative.

### 6. Payment

6.1. The Sponsorship Fee will be paid to the Church by Electronic Funds Transfer (EFT) made payable to The Uniting Church in Australia Property Trust (Q.) dates and conditional upon attainment of the agreed milestones set out in Item 1 of Schedule 4.

6.2. Payment by the Sponsor of the Sponsorship Fee, or any part thereof, is subject to the Church providing a valid tax invoice for the Sponsorship Fee or part thereof.

6.3. All payments of the Sponsorship Fee, to the Church are for the purposes of conducting the Initiative and for no other purpose.

### 7. The Sponsor's Warranties

7.1 The Sponsor acknowledges and warrants to the Church that;



## Sponsorship Agreement

- (a) as at the date of this Agreement the Sponsor is free to and has the authority to enter into this Agreement;
- (b) the Sponsor shall not use or authorise the use of the Restricted Logo at any time except where, and in the manner, expressly authorised by this Agreement;
- (c) the Sponsor shall ensure that any third parties are informed that the Sponsor does not have the ability to compel the Church to undertake any activities beyond the terms and scope of this Agreement;
- (d) the Sponsor will not do anything or become involved in any situation which, in the reasonable opinion of the Church, brings the Church and/or the Initiative into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon the Church and/or the Initiative's reputation or is inconsistent with the Church's teachings and ethos.

### **8. Indemnity**

- 8.1. The Sponsor indemnifies the Church for all loss, damage or costs associated with the breach of this agreement by the Sponsor.

### **9. Confidentiality and Privacy**

- 9.1. The terms of this Agreement, and any negotiations or amendments of this Agreement, are confidential
- 9.2. Each Party undertakes not to disclose any confidential information under any circumstances, except to its accountants, legal advisors or as required by law, without the prior written consent of the other Party.
- 9.3. The Sponsor will not issue any statement or release any information relating to this Agreement without the prior written consent of the Church.
- 9.4. Where the Sponsor has access to Personal Information in order to fulfill its obligations under this Agreement, it must:
  - (a) where the Sponsor is responsible for holding Personal Information, ensure that Personal Information is protected against loss and against unauthorized access, use, modification or disclosure and against other misuse;
  - (b) not use Personal Information other than for the purposes of the Agreement, unless required or authorised by law;
  - (c) not disclose Personal Information without the written agreement of the Church or any other persons authorised in writing by the Church, unless required or authorised by law;
  - (d) ensure that only authorised personnel have access to Personal Information;
  - (e) immediately notify the Church if it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;
- 9.5. The Sponsor must immediately notify the Church upon becoming aware of any breach of this clause.
- 9.6. The Sponsor will ensure that records are kept confidential and are not disclosed to any person other than the Church except where required by law; or with the Church's consent.
- 9.7. In this clause "Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.
- 9.8. This clause continues to apply after termination or expiry of the Agreement.

### **10. Termination**



## Sponsorship Agreement

- 10.1. In the event that either Party commits a substantial breach of any of its obligations under this Agreement:
- (a) the other Party may give written notice to that Party to remedy the default; and
  - (b) if the defaulting Party has not remedied the default at the expiration of fourteen days from the date of receipt of the notice, this Agreement will terminate on the expiration of that fourteen day period.
- 10.2. If, during the Initiative, a situation arises under which the continued sponsorship would bring the Church or the Initiative into dispute, the Church may cancel or suspend the Sponsorship immediately.

### 11. Notices

- 11.1. All notices in connection with this Agreement must be in writing and must be delivered to the Address for Service of the Party by hand, prepaid post, email or faxed to the Party's facsimile number.
- 11.2. Notices take effect from the time of receipt unless a later time is specified. Notices sent by fax are taken to be received when the sender's fax system confirms a successful transmission of the total number of pages of the notice.
- 11.3. Notices sent by post are taken to be received on the 2nd Business Day after posting.
- 11.4. The Parties may from time to time change their respective addresses, telephone and facsimile numbers by providing the other Party with written notice.

### 12. Goods and Services Tax (GST)

- 12.1. The Parties agree that:
- (a) the Sponsorship Fee payable under this Agreement is exclusive of GST; and
  - (b) the sponsor will not pay an additional amount to the Church for the GST applicable, as it is an agency of the Uniting Church in Australia, Queensland Synod.

### 13. Insurance

- 13.1. The Church will effect, and maintain during the term of this Agreement:
- (a) Public Liability Insurance; and
  - (b) Workers' Compensation Insurance in relation to any employees of the Organisation.
- 13.2. The Church agrees to effect public liability insurance for an amount of not less than \$5 million per occurrence and to provide a Certificate of Currency to the Sponsor upon request. The Church agrees to keep their public liability insurance in force for the duration of the Term of this Agreement. The public liability insurance must be issued by insurers or underwriters registered with the Australian Prudential Regulatory Authority.
- 13.3. The Worker's Compensation Insurance will be in accordance with the Workers' Compensation and Rehabilitation Act 2003.

### 14. Rearrangement or Cancellation of Initiative

- 14.1. The Initiative is subject to rearrangement, including cancellation (in whole or part) at the sole discretion of the Church in the case of unforeseen circumstances such as inclement weather or other circumstances beyond the control of the Church, including those constituting Force Majeure. Any such arrangement is to be notified to the Sponsor immediately following such a decision.
- 14.2. If an Initiative is cancelled in whole or part, the Sponsor will be entitled to recover a proportionate amount of the Sponsorship Fee attributable to the Initiative from the Church as a debt due to it.





## Sponsorship Agreement

14.3. The amount of the Sponsorship Fee to be repaid under clause 14.2 is to be determined reasonable, having given consideration to the expenditure the Church incurred on account of the Initiative before it was cancelled and the situation of partial completion of an Initiative.

### **15. Governing Law**

15.1. This Agreement will be governed by and construed according to the law of the State of Queensland, and the Parties hereby agree to submit to the jurisdiction of the courts of the State of Queensland and all courts competent to hear appeals there from.

### **16. No Partnership**

16.1. This Agreement does not create any form of partnership. Neither party will hold itself out as being in partnership with the other or being able to bind the other to any agreement.

### **17. Risk**

17.1. The Church gives no guarantee to the Sponsor as to the outcomes or benefits of the Sponsorship.

17.2. The Sponsor warrants that it has made its own assessment of the cost and benefits and not relied on any representation by the Church or its representatives.

17.3. The Sponsor acknowledges that it is the Sponsor's role to utilise the Sponsorship Entitlements and the Church is not responsible if the Sponsor fails to use any or all or maximise the benefit of the Sponsorship Entitlement.

### **18. 18. No Exclusivity**

18.1. The Sponsor acknowledges that the Church may seek other sponsorships, support or advertising or engage speakers that may mention or endorse other products.

18.2. Unless this agreement explicitly grants the Sponsor exclusivity in relation to a particular component of the Sponsorship Entitlements, there is no exclusivity granted to the Sponsor and the Church is free to allow other organisations to sponsor, advertise, market or participate in the Initiative.



**Sponsorship Agreement** *(insert the name of the initiative)*

**Signed as an agreement**

SIGNED for an on behalf of *(insert sponsor's official name)*

ABN *(insert sponsor's ABN)*

By *(inset the name and position of the sponsor's delegate)*

\_\_\_\_\_  
Signature of *(insert Sponsor delegate's name)*

a person duly authorised to act on its behalf,  
this *(insert day)* day of *(insert month)* 20XX  
in the presence of

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Address of Witness



**Sponsorship Agreement** *(insert the name of the initiative)*

**Signed as an agreement**

SIGNED for an on behalf of The Uniting Church In Australia, Property Trust (Q.)

ABN: 25 548 385 225

By Peter Bruce Cranna, Secretary

\_\_\_\_\_  
Signature of Secretary

this *(insert day)* day of *(insert month)* 20XX  
in the presence of

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Address of Witness



## Schedule 1

### (Sponsor details, Delegates and Addresses for Service)

Item 1: Name of Sponsor: <insert name>  
ABN of Sponsor: <insert ABN>  
The Sponsor's Delegate: <insert name>  
<insert position/title in the sponsor's organisation>  
Address for Service: <insert sponsor's address>  
Phone: <the phone number of the sponsor's delegate>  
Facsimile: <the fax number of the sponsor's delegate>  
Email: <the email of the sponsor's delegate>

Item 2: Church's Delegate  
<insert name>  
<insert position/title in the church>  
Address for Service: <insert the church's address>  
Phone: <the phone number of the church's delegate>  
Facsimile: <the fax number of the church's delegate>  
Email: <the email of the church's delegate>

## Schedule 2

### (The initiative, event or activity that is being sponsored)

Item 1: The initiative—< insert the name of the initiative/event/activity> is planned to be held at <insert the location/address> on <insert day/s and date/s > and will be Sponsored by the Sponsor for that time period.

*For example:*

*The initiative—The Uniting Church in Australia, Queensland Synod – 34th Synod is planned to be held at the Alexandra Park Conference Centre, 13 Mari Street, Alexandra Headland from Friday 17 May – Monday 20 May 2019 and will be Sponsored by the Sponsor for that time period. [delete for final version]*

Item 2: The relevant target audience is: <provide general details of the target audience>

*For example:*

*members of the Uniting Church in Australia, Queensland Synod including Ministers, Treasurers, Deacons, Pastors, Youth Workers, Chaplains and Lay People. [delete for final version]*



## Schedule 3

### (Sponsorship entitlements)

Item 1: Sponsorship Entitlements (unless otherwise stated, all Sponsorship Entitlements are not exclusive):

*(insert the formal name of the sponsor)* will be recognised as Major Sponsor of the event. The Church may recognise other Sponsors; however *(insert the formal name of the sponsor)* will be the only Major Sponsor. *(some examples have been provided below, please feel free to delete any which do not apply)*

#### Brochures

Approved *(insert the formal name of the sponsor)* brochures to be distributed at the event (400)

#### On-site signage

Display of one corporate banner at the main entrance to the event.

Display of two corporate banners at the exhibition space allocated to *(insert the formal name of the sponsor)*; primary consideration will be given to visibility during the event.

Acknowledgment as the Major Sponsor on key print collateral during the event.

The *(insert the formal name of the sponsor)* corporate logo will be displayed on key power point presentations at the event.

**Complimentary Exhibition Space:** The sponsor will have access to an exhibition space; primary consideration will be given to visibility during the event. A table and 2 chairs will also be provided. A detailed floor plan will be made available to the sponsor prior to the event.

**Digital Media:** The *(insert the formal name of the sponsor)* corporate logo will be displayed on the *(insert initiative)* web page. *(insert the formal name of the sponsor)* will be acknowledged as the Major Sponsor on the Facebook page (post-event). *(insert the formal name of the sponsor)* will be acknowledged as the Major Sponsor on the Twitter feed (during the event).

**Digital Marketing:** Acknowledgment as the Major Sponsor, with the *(insert the formal name of the sponsor)* logo included on all pre-event electronic direct marketing to congregation members.

**Verbal Acknowledgment:** *(insert the formal name of the sponsor)* will receive acknowledgment as the Major Sponsor during the official opening business session, on *(insert date/s)* and the official closing of the event on *(insert date/s)*. This acknowledgment will be made by *(insert the name of the church council chair or ministry agent or Church delegate and their position/title)*.

## SCHEDULE 4

### Item 1: Sponsorship Fee:

A sponsorship fee of <insert amount> will be made payable to

The Uniting Church in Australia Property Trust (Q.) ref: <insert name of congregation as the reference>

The Sponsorship Fee will be paid on or before <insert date>.