

GEORGES RIVER COUNCIL

**DEED OF AGREEMENT BETWEEN
GEORGES RIVER COUNCIL AND
ST GEORGE BUSINESS
CHAMBER INCORPORATED**

12 January 2017

GEORGES RIVER COUNCIL

THIS Deed is made on *24th* day of *JANUARY* 2017.

BETWEEN

Georges River Council ABN 57 789 014 855 of PO Box 205, Hurstville
NSW 1481 (**Georges River Council**)

AND

**St George Business Chamber
Incorporated** INC 9896442 of PO Box 705 Hurstville
NSW 2220 (**St George Chamber**)

RECITAL

Georges River Council has agreed to provide financial and in kind support to the St George Chamber for the term of five (5) years upon the terms of this deed.

1. OBJECTIVES OF ST GEORGE CHAMBER

The objectives of St George Chamber is:

- (a) to promote the interest of business in Georges River;
- (b) to represent the business community of Georges River for the purpose of business development and growth;
- (c) to promote the interchange of services and information and to advocate for measures affecting commerce, business or community welfare within Georges River;
- (d) to encourage friendly relations and trade between members and to enhance the precinct as a vibrant and enjoyable place to work, conduct trade, live and visit;
- (e) to promote interactive projects and maintain an effective cooperative relationship with Georges River, elected representatives and other business organisations in the local area; and
- (f) to provide a regular opportunity for business people to exchange information and ideas and solve common problems.

2. TERM OF THIS AGREEMENT

The term of this deed is five (5) years commencing on the date of this deed.

3. ST GEORGE CHAMBER OBLIGATIONS:

3.1 The general obligations of the St George Chamber under this deed are:

- (a) to suitably acknowledge the support of Georges River Council as a key partner on the St George Chamber website, social media on print and promotional material, press, radio, or television advertisement as well as any official speeches and at all activities organized or hosted by the St George Chamber;
- (b) to maintain a minimum of \$20 million in public liability insurance noting that Georges River Council is an interested party on the certificate of currency;
- (c) to maintain a minimum of \$20 million in professional indemnity and products liability insurance with respect to the St George Chamber executive noting that Georges River Council is an interested party on the certificate of currency; and
- (d) to provide written notice to Georges River Council prior to 30 June in each year, of the proposed programs that the St George Chamber intends to deliver to local business during the following financial year;
- (e) to provide a detailed annual report to Georges River Council on the St George Chamber activities (such report to include information about the types of activities held, number of people who attended, partnerships that may have been achieved, case studies detailing the businesses assisted by the St George Chamber throughout reporting period);
- (f) to provide details of promotional, marketing and media activities generated throughout the reporting period;
- (g) to provide a detailed financial report on how Georges River Council's contribution was expended at the end of the reporting period; and
- (h) to invoice Georges River Council for the amount of \$30,000 prior to the 30 June each year during the term of this deed.

- 3.2
- (a) The programs referred to in clause 3.1(d) are to include no less than eight events over the course of the financial year and must make provision for one event jointly hosted by Georges River Council that updates local businesses about Georges River Council's plans and policies for the local area.
 - (b) In addition, a minimum of four educational events either developed by the St George Chamber or held in partnership with federal or state government agencies such as the Australian Tax Office, the NSW Business Chamber or other organisations such as BEC Southern

Sydney. These events are to focus on topics that are relevant to local business, for example, marketing, compliance, business planning, small business boot camp, and a maximum of two networking events.

4. **GEORGES RIVER COUNCIL OBLIGATIONS:**

The obligations of Georges River Council under this deed are:

- (a) to provide a financial contribution of \$30,000 per year for a period of five (5) years commencing in 2017 to assist in the development of programs that support the business community in the Georges River Local Government Area;
- (b) to provide a dedicated meeting space at the Hurstville Civic Centre for a period of five (5) years (noting that Georges River Council reserve the right to relocate this allocated space within the Hurstville Civic Centre due to any future operational requirements);
- (c) subject to the establishment of an Economic Development Advisory Committee, the St George Chamber will be invited to provide one delegate and one alternate delegate; and
- (d) to provide a nominated Georges River Council Officer to be a first point of contact in relation to this deed.

5. **CONFIDENTIAL INFORMATION**

5.1 Subject to clause 5.2, each party shall:

- (a) use all Confidential Information solely for the purpose of this deed;
- (b) keep the Confidential Information confidential; and
- (c) keep confidential the subject matter of this deed.

5.2 Notwithstanding clause 5.1, a party may disclose any Confidential Information if:

- (a) it is in the public domain;
- (b) a party receives written consent from the other party; or
- (c) required by law.

5.3 Each party must use its best endeavors to prevent the disclosure of Confidential Information to a third party.

5.4 For the purpose of this deed, the term "**Confidential Information**" means any information, data, practices, techniques trade secrets, commercially sensitive information and confidential information (including without limitation any software or databases) supplied or disclosed by a party (supplier) to another party (recipient) other than information or data:

- (a) in the possession of a recipient prior to the date of its disclosure to a recipient by a supplier;

- (b) in the public domain prior to the date of disclosure to a recipient by a supplier;
- (c) which had entered the public domain, other than as a result of a breach of confidence by the recipient;
- (d) supplied to a recipient without restriction by a third party who is under no obligation to a supplier to maintain that information in confidence; or
- (e) which is required to be disclosed by law.

6. RETURN OF CONFIDENTIAL INFORMATION

Upon the expiration of the term of this deed or when mutually agreed between the parties in writing, each party must destroy or return to the other party, all documents and other items which were disclosed or provided to it under this deed and on the other party's written request provide a certificate made by director of the party that it has fully complied with this obligation.

7. SECURITY OF CONFIDENTIAL INFORMATION

Each Party will:

- (a) keep the Confidential Information of the other party secure and under its control; and
- (b) immediately notify the other party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.

8. LEGAL COSTS

Each party must pay their own legal costs in relation to preparation, negotiation and execution of this deed.

9. SEVERANCE

- 9.1 Any provision of this deed, which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition of unenforceability.
- 9.2 This will not however invalidate the remaining provisions of this deed nor affect the validity or enforceability of that provision in any other jurisdiction.

10. FURTHER ASSURANCES

Each party shall take all steps, execute all documents, and do everything reasonably required by any other party to give effect to all of the transactions contemplated by this deed.

11. GOVERNING LAW

- 11.1 This deed is governed by the law of New South Wales.

11.2 The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.

12. COUNTERPARTS

12.1 This deed may be executed in any number of counterparts.

12.2 All counterparts taken together will be taken to constitute one deed.

EXECUTED AS A DEED

Date *24th JANUARY* 2017.

For and on behalf of

Georges River Council in the presence of:

Name: *John Rayner*

Name: *J Bonnelly*

Position: *ADMINISTRATOR*

Position: *GENERAL MANAGER*

For and on behalf of

St George Business Chamber Incorporated in the presence of:

Name: *ALLAN ZREIK*

Name: *Tony Baddar*

Position: *PRESIDENT*

Position: *Treasurer*