

**Minutes Committee meeting held Monday 6 June at Mackellar Motel. Meeting commenced 5.32pm**

Present: Wellington Sardinha (chair), Ann Luke, Treena Daniels, Lorrain Boyce, Wendy Marsh,

Guest: Bridie George

Apologies: Jamie Chaffey, Jim Farquhar, Stacey Thibault, Lauren Ewing, George Huddle

*Motion: that the apologies be accepted Daniels/Boyce CARRIED*

INTRODUCTION of Bridie George. Wellington introduced Bridie, whose business (Unbridled Events) has been contracted to manage the 2016 Business Awards.

**AWARD BUSINESS**

*Motion: That the 2016 Business Award subcommittee be Luke/Marsh CARRIED*

*Motion: That Treena Daniels be appointed chairman of the 2016 Business Awards Subcommittee Luke/Boyce CARRIED*

*Motion: That the management committee give the 2016 business award subcommittee to power to act on and incur on behalf of the Chamber the necessary legal and financial liabilities according to the subcommittee rules as adopted September 2014, to ensure the timely progress of the 2016 business awards within an approved budget Marsh/Boyce CARRIED*

*Motion: That the \$60 budget as attached be adopted Luke/Daniells CARRIED*

*Motion: That the prepared contract for Unbridled Branding and Events be adopted and signed by the Vice President in the President's absence Luke/Boyce CARRIED*

At the point Bridie George and Treena Daniels discussed the development of the awards to date and sought input from those present.

**Late Notice Business:**

Murray Darling Regional Economic Diversification Fund - funding application

Ann Luke outlined the process whereby a quote had been received from Joan Gleeson of Street Ryan and Associates to write a funding application for the Chamber, centred on the Gunnedah Open for Business project. She advised that Council's Mike Silver had also been contacted this afternoon for input.

*Motion: That the Chamber of Commerce apply for funds through the Murray Darling Economic Diversification Fund for the Gunnedah Open for Business project, and further that Joan Gleeson of Street Ryan and Associates be engaged to develop the funding application for a fee of \$1600 plus GST Luke/Marsh CARRIED*

Meeting closed 6.30pm

**Attachment 1**

**Gunnedah and District Chamber  
of  
Commerce and Industry Inc**

**AND**

**Bridie George  
Trading as  
Unbridled Branding & Events**

**INDEPENDENT CONTRACTOR AGREEMENT**

## Independent Contractor Agreement for Bridie George

### 1. Title

- 1.1 This Agreement is made the 24<sup>th</sup> May 2016 BETWEEN Gunnedah and District Chamber of Commerce and Industry Inc of Gunnedah NSW 2380 ("the Engager")
- AND Bridie George trading as Unbridled Branding & Events of 33 South Street, Gunnedah NSW 2380 {ABN: 39717592975} ("the Independent Contractor")

### 2. Appointment of Independent Contractor

- 2.1 The Engager appoints the Independent Contractor to provide the Services to the Engager for the Term, as set out in the Schedule to the Agreement.
- 2.2 The Independent Contractor agrees to provide the Services as outlined in the Schedule to the Agreement.
- 2.3 This Agreement may only be renewed or the Term extended if agreed by the parties in writing.

### 3. Relationship of the Parties to the Agreement

- 3.1 Nothing contained in this Agreement will be deemed to create any partnership or joint venture or relationship of agent or employer and employee between the Engager or and the Independent Contractor. It is the express intention of the parties that the Independent Contractor is in all respects an Independent Contractor and no other relationship or authority will be inferred or implied.
- 3.2 The Independent Contractor has no authority to incur any obligations on behalf of the Engager without the written authority of the Engager or Group Company.

### 4. Responsibilities

- 4.1 The Independent Contractor:
- 4.1. (a) must carry out the Services in a conscientious, professional, competent and expeditious manner and in accordance with all appropriate standards applicable to the work contracted to do for the Engager;
- 4.1. (b) will provide the Services in a manner reasonably required by the Engager;
- 4.1. (c) warrants that the Independent Contractor and any person employed by the Independent Contractor to perform the services has the necessary knowledge, skill, experience and ability to provide the Services and will promptly advise the Engager if this does not continue to be the case;
- 4.1. (d) will at all times observe all of the Engager's policies and procedures which the Engager requires the Independent Contractor to adhere to (as may be varied from time to time), provided that these policies and procedures do not form any part of this Agreement;
- 4.1. (e) will at all times comply with the requirements of applicable legislation including but not limited to, workplace health and safety and federal and state anti-discrimination legislation.

### 5. Payment

- 5.1 In consideration of the Services provided, the Engager agrees to pay the Independent Contractor the Payment specified in the Schedule. Any dispute between the parties in relation to the Payment for the Services shall be handled in accordance with the "Dispute Resolution" clause in this Agreement.

- 6.1 Where required by law, the Engager will pay GST in relation to the Services at the rate of tax

applicable at the time of supply subject to the receipt of a valid tax invoice. The Independent Contractor is required to add the correct amount of GST to its invoice(s) in accordance with the Schedule.

- 6.2 The payment of GST to the Australian Taxation Office with respect to the Services will be the sole and absolute responsibility of the Independent Contractor.

## **7. Expenses**

- 7.1 Expenses incurred by the Independent Contractor in providing the Services are the sole responsibility of the Independent Contractor except where previously approved by The Engager.

## **8. Facilities**

- 8.1 The Independent Contractor will provide all Facilities in the in the provision of the Services, including computer, telephone, printer, unless otherwise agreed between the Parties.
- 8.2 Where the Engager agrees to provide Facilities to assist the Independent Contractor in the provision of the Services, this is done for convenience only and does not in any way affect the contracting relationship between the parties.

## **9. Assignment / Subcontracting**

- 9.1 The Independent Contractor may not assign or sub-contract the provision of the Services to another person or entity.

## **10. Insurance**

- 10.1 The Independent Contractor must effect all insurance required by law. Without limiting the generality of this, the Independent Contractor must arrange and retain adequate and current insurance with respect to itself under the provisions of any relevant workers' compensation law and any other insurance required under legislation and will, if required by the Engager, produce evidence of such insurance upon request.
- 10.2 The Independent Contractor must notify the Engager of any cancellations or non-renewal of any relevant insurance policies.

## **11. Taxes and Levies**

- 11.1 The Independent Contractor is responsible for all taxes and levies relating to, or in connection with, the provision of the Services by the Independent Contractor to the Engager, including but not limited to any income taxation payments, GST payments or superannuation payments required under the relevant legislation.

## **12. Confidentiality**

- 12.1 The Independent Contractor and Engager acknowledge and agree that one party may have access to or receive Confidential Information (Receiving Party) from the other (Disclosing Party). The Receiving Party acknowledges and agrees that Confidential Information is the exclusive property of the Disclosing Party.
- 12.2 The Receiving Party must not disclose, copy, reproduce or use any Confidential Information, whether on behalf of the Receiving Party or another entity without the Disclosing Party's consent. This does not prevent the Receiving Party using Confidential Information where this is required to comply with the Agreement.
- 12.3 The obligation to keep Confidential Information confidential continues indefinitely (including

- after termination of this Agreement) until the information becomes public knowledge, otherwise than as a result of a breach of this Agreement.
- 12.4 At the termination of this Agreement, or when directed by the Disclosing Party, all Confidential Information in the Receiving Party's possession must be returned to the Disclosing Party, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the Receiving Party makes and any software that the Receiving Party creates based on the Confidential Information. At such time, the Receiving Party will also erase and destroy any copies of any software containing or comprising the Confidential Information in the Receiving Party's possession or under the Receiving Party's control or that may have been loaded onto the Receiving Party's computer.
- 12.5 The Receiving Party must immediately notify the Disclosing Party of any suspected or actual unauthorised disclosure, copying, reproduction or use of Confidential Information.
- 12.6 The Receiving Party must provide assistance reasonably requested by the Disclosing Party in relation to any proceedings the Disclosing Party may take against any person for unauthorised disclosure, copying, reproduction or use of Confidential Information.
- 13.1 The Independent Contractor warrants that to the best of its knowledge at the Commencement Date, no matter exists, or is likely to exist, which creates a conflict of interest in respect of its obligations to provide the Services.
- 13.2 If during the Term a conflict or risk of conflict arises, the Independent Contractor undertakes to notify the Engager immediately in writing of that conflict or risk of conflict. Where the Engager receives such notification, the Engager may, at its discretion, terminate this Agreement in accordance with the termination provision of this Agreement.
- 13.3 Subject to 13.2 the Independent Contractor may perform work for any other person throughout the Term, provided:
- (a) it does not prejudice or affect the ability of the Independent Contractor to provide the Services;
  - 13.3. (b) prior to the commencement of the alternative assignment the Independent Contractor declares to the Engager any conflict of interest or potential conflict of interest; and
  - 13.3. (c) the Independent Contractor must not during the Term provide services to any competitor or client of the Engager other than Gunnedah Shire Council of the same or similar nature as the Services, without the prior written consent of the Engager.

#### **14. Intellectual Property and Materials**

- 14.1 All Intellectual Property in the Materials will be and remain the property of the Engager.
- 14.2 The Independent Contractor assigns all existing and future Intellectual Property rights in the Materials to the Engager.
- 14.3 On request of the Engager, the Independent Contractor will bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to this clause.
- 14.4 On termination of this Agreement, the Independent Contractor will immediately deliver up all Materials to the Engager.
- 14.5 The Independent Contractor unconditionally waives all Moral Rights that the Independent Contractor may have in the Materials.
- 14.6 The Independent Contractor consents to:
- 14.6. (a) the reproduction, transmission or adaptation of the Materials without the identification of the Independent Contractor as the author of the Materials;
  - 14.6. (b) the attribution of authorship of the Materials to another person;
  - 14.6. (c) the modification, variation or amendment of the Materials; and
  - 14.6. (d) the incorporation of the Materials with other Materials, whether occurring before

or after the date of this Agreement.

14.7 The obligations under this clause will continue despite the termination of this Agreement.

## **15. Termination**

15.1 Unless otherwise agreed between the parties, this Agreement terminates on expiry of the Term, without the need for notice by either party.

## **16. Dispute Resolution**

16.1 If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute, the parties to the agreement and the dispute expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation.

16.2 The mediation shall be conducted in accordance with the ACDC Guidelines for Commercial Mediation, which are operating at the time the matter is referred to ACDC.

16.3 The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.

16.4 The terms of the Guidelines are hereby deemed incorporated into this Agreement.

16.5 This clause shall survive termination of this Agreement.

16.6 Prior to referring a matter to mediation pursuant to this clause, the parties shall:

16.6. (a) serve a notice on each other party notifying the other parties that a dispute has arisen;

16.6. (b) genuinely attempt to resolve the dispute after five (5) days (or such other period as is agreed between the parties) from the date of receiving such notice; and

16.6. (c) in good faith explore the prospect of mediation.

16.7 Nothing in this clause shall prevent a party from seeking urgent equitable relief before an appropriate court.

## **17. Proper Law**

17.1 The laws of NSW and the Commonwealth of Australia will apply to this Agreement to the exclusion of any other laws and the parties agree to submit to the jurisdiction of the Courts of NSW in relation to this Agreement.

## **18. Severability**

18.1 In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision must to the extent of the invalidity, illegality or unenforceability be ignored in the interpretation of this Agreement and all the other provisions of this Agreement will remain in full force and effect.

## **19. Entire Agreement**

19.1 This Agreement (including the Schedule):

19.1. (a) constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and

19.1. (b) may only be altered in writing executed by the parties.

19.2 The parties warrant that, in entering into this Agreement, they have not relied on anything not contained in this Agreement.

## **20. No Waiver**

- 20.1 A failure of either party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision.

## 21. Notices

- 21.1 Any notices given under this Agreement will be deemed to have been properly given if Delivered personally or sent by post, postage prepaid, or facsimile transmission to the address stated in this agreement for the Engager or the Independent Contractor as the case may be.
- 21.2 Such notices will be deemed to have been given:
- 21.2 (a) if by delivery, when delivered;
- 21.2 (b) if by facsimile transmission, when despatched; and
- 21.2 (c) if by post, on the day on which in the ordinary course of post it would be delivered.

## 22. Interpretation

- 22.1 In this document, the definitions set out in this clause apply unless the context otherwise Requires.
- 22.2 **Confidential Information** includes any information which either party accesses or which is communicated to one party (Receiving Party) by the other (Disclosing Party) in the course of the engagement of the Independent Contractor by the Engager and which:
- (a) is identified as confidential; or
- (b) which the Receiving Party should reasonably expect to be confidential.
- It includes, but is not limited to: any trade secrets or information relating to customers or clients; customer lists or requirements; suppliers; terms of trade; pricing lists; or pricing structures;
- marketing information and plans; Intellectual Property; Materials; inventions; business plans or dealings; technical data; employees or officers; financial information and plans; designs;
- product lines; research activities; software and the source code of any such software; of the Independent Contractor, Engager or any Group Company.
- It does not include information which:
- i) is generally available in the public domain;
- ii) was known by the the Receiving Party prior to the Independent Contractor's engagement by the Engager; or
- iii) is required to be disclosed by law by the Receiving Party
- 22.3 **Commencement Date** means the date specified as the commencement date in the Schedule.
- 22.4 **Contract Payment** means the amount specified in the Schedule.
- 22.5 **Facilities** will be provided by the Independent Contractor to provide the Services.
- 22.6 **GST** means Goods and Services Tax as defined by A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.
- 22.7 **Intellectual Property** means all intellectual proprietary rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world including, without limitation:
- 22.8 (a) all trade marks, trade names, logos, symbols, brand names or similar rights, registered or unregistered designs, patents, copyright, circuit layout rights, trade secret and the right to have Confidential Information kept confidential; together with
- (b) any application or right to apply for any of the rights referred to in paragraph (a) above.

- 22.9 **Materials** means all materials prepared by the Independent Contractor during the Term arising out of, or concerning, the Services.
- 22.10 **Moral Rights** has the meaning given in the Copyright Act 1988 (Cth) as amended from time to time.
- 22.11 The **Services** means the services specified in the Schedule.
- 22.12 The following rules of construction shall apply in this Agreement:
- (a) wherever the singular number is used it includes the plural number and vice versa;
  - (b) the word "parties" means the Engager and the Independent Contractor;
  - (c) the word "person" means a natural person and any body or entity whether incorporated or unincorporated;
  - (d) a reference to a person includes a reference to that person's executors, administrators, successors, substitutes and permitted assigns;
  - (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (f) an agreement, representation or warranty on the part of two or more persons is for the benefit of and binds them jointly and severally; and
  - (g) the words "in writing" include any mode of representing and reproducing words in tangible and permanently visible form and includes telex and facsimile transmission.
  - (h) Headings are for ease

#### **HEDULE**

**TERM:** The Term of this Agreement shall be from 24<sup>th</sup> May 2016 ("**the Commencement Date**") until the final report and presentation to the subcommittee in the week following the awards, which are to be held on 26<sup>th</sup> August 2016 ("**the Expiry Date**").

**SERVICES:** The services the Independent Contractor is required to perform are as per the Events Manager description.

**PAYMENT:** Subject to the requirements of this Agreement, the Engager will pay to the Independent Contractor the sum of four thousand three hundred and fifty dollars (\$4,350.00) for completion of the Services. This amount is exclusive of GST and a separate component for GST must be included on the Independent Contractor's invoice. The following payments will be made at the following milestones/dates upon presentation of an appropriate invoice:

<b>Milestone /date</b>	<b>Amount</b>
14 June, 2016	\$ 1,200.00
5 July, 2016	\$ 600.00
16 Aug, 2016	\$ 1,000.00
Completion Expiry date??	\$ 1,550.00
<b>TOTAL</b>	<b>\$4,350.00</b>

The Engager also agrees to give an incentive bonus of 20% of the net profit to the Independent Contractor with 14days of final determination of the final net profit.

This payment schedule may be varied with the full agreement of both The Engager and the Independent Contractor.

#### **EVENTS MANAGER ROLE**



Gunnedah Chamber of Commerce is proposing to host a Business and Service Awards event on 26 August 2016 at the Gunnedah Town Hall.

These awards will feed into the Regional Business and Service Awards of the NSW Business Chamber.

We are seeking an Events Manager to fulfil the scope of works as follows:

- Enlist and manage sub-contracts, including but not limited to: decorations, catering, equipment hire, entertainment, trophies, certificates and media.
- Co-ordinate promotion of the event with the assistance of Joe Townsend (Regional Manager, New England North West, NSW Business Chamber) and Alysha White (Gunnedah Chamber of Commerce – Admin support).
- Liaise with sub-committee of Gunnedah Chamber of Commerce both verbally and via email.
- Attend meetings with the sub-committee when required
- Develop sponsorship ideas, including actively seeking sponsorship and in-kind donations

**Gunnedah Chamber of Commerce supports local preference for all goods and services.**

Catering will be for approximately 250 guests for a sit down meal and the drinks are BYO, to be held at the Gunnedah Town Hall.

## Revised Timeline

- 24 May 2016: First meeting with working group, draft schedule confirmed, contacts determined, next meeting date determined, first week tasks allotted, processes underway (administrative and financial systems set up eg email, invoices, orders, assess integration of software management with Chamber Treasurer's requirements)
- 31 May,2016: Finalisation of categories, sponsors identified and near finalisation, invoices sent
- 14 June2016 Chamber Committee meeting (BSA event manager Bridie George to attend to give short presentation and meet the committee)
- 7-15 June 2016: Launch of awards (application form on web and emailed to business community, media release/s and contacts sorted)
- 16 Jun-
- 18 July 2016: Entries open – allowing 4 weeks
- 18 July 2016: Soft close of entries (advertised – this will allow 3 days to review and chase incomplete entries)
- 21 July 2016: Hard close of entries (note not advertised)
- 25 July 2016: Judging opens
- 5 August 2016: Judging closes (note 19 August is NSWBC Entry Deadline)
- 8 August 2016: Sub-committee review winners
- 25-26 August 2016: Awards set up
- 26 August 2016: Awards Night.
- 3 Sep 2016: Final reports and final payment due

The Sub-committee will be responsible for the following, including but not limited to:

- Approve timelines
- Assessment of Categories
- Gather nominations
- Approve budget and pay accounts
- Co-ordinate and approve judges
- Support for venue set up
- Sponsorship
- Organise photography
- Organise social media

**COMPLETE AGREEMENT**

If there are any other matters that you have relied upon in your discussions or other communications to date or there are any other matters you wish to discuss, please let Gunnedah Chamber of Commerce know before you sign a copy of this contract.

Gunnedah Chamber of Commerce's representative may then consider them and discuss them with you. If agreed, the terms set out in this letter will be amended to ensure that it contains all the agreed terms of your contract, when you sign it.

Once you sign this letter you are confirming the contract is complete and no agreed terms are missing from the letter.

If you agree this letter sets out the complete contract between you and Gunnedah Chamber of Commerce, please signify your acceptance of these terms and conditions by signing the enclosed duplicate and returning it to me to acknowledge that you accept Gunnedah Chamber of Commerce's offer of engagement on the terms and conditions set out in this contract.

I look forward to your contribution to the work of Gunnedah Chamber of Commerce and wish you every success in your appointment.

Yours faithfully

**GUNNEDAH AND DISTRICT CHAMBER OF COMMERCE AND INDUSTRY INCORPORATED**

**Jamie Chaffey**

**President - Gunnedah Chamber of Commerce**

I, **Bridie George**, have read and understood this letter and accept the terms and conditions contained in it. I believe the terms and conditions set out in this letter to be fair and reasonable. Signed:

\_\_\_\_\_ Date: \_\_\_\_\_

Attachment 2

Estimated Sales	250	This need to be estimated
Estimated Ticket Costs	\$60	This needs to be set (including GST)
Cost of Tickets (Expense Only)	\$148.84	
Cost of Tickets (Adjusted with Sponsorship)	\$2.48	
<b>Potential Profit</b>	<b>\$12,301.36</b>	

	Qty	Unit	Rate	Total	
<b>REVENUE</b> ** All figures below are estimates only					
Ticket Sales	250	tickets	\$60	\$15,000	
Less Fees (estimate) US\$ .99 per ticket				-\$340	
Less Fees (estimate) 2.5% of ticket				-\$375	
GST Component of Tickets	250	tickets	-\$5.45	-\$1,364	
			Tickets Subtotal	\$12,921	
Sponsorship - Major - includes an award	1	item	\$6,000	\$6,000	
Sponsorship - Gold	15	item	\$1,000	\$15,000	
Sponsorship - NSWBC - includes an award	1	item	\$1,000	\$1,000	
Sponsorship - Richmond PRA - an award	1	item	\$1,000	\$1,000	
18 awards in all					
Sponsorship - Richmond PRA - ??? balance of co	1	item	\$500	\$500	
Sponsorship - Silver	10	item	\$500	\$5,000	
Sponsorship - Bronze	10	item	\$200	\$2,000	
Sponsorship - Media	3	item	\$1,500	\$4,500	
Sponsorship - Venue Hire	1	item	\$1,591	\$1,591	
			Sponsorship Subtotal	\$36,591	
			Revenue Total	\$49,512	

<b>EXPENSES</b> ** All figures below are estimates only					
Staffing (12 weeks @ 2hrs)	24	hrs	\$ 30.00	\$720	Estimate Only
Event Co-ordinator	1		\$ 4,350.00	\$4,350	
Venue	1	item	\$ 1,591.00	\$1,591	Contra - Included in revenue
MC/Entertainment	1	item	\$ 1,500.00	\$1,500	
Photographer	1	item	\$ -	\$0	Would aim for free - with the photographer to 'sell' the photos
Radio Media	1	item	\$ 1,500.00	\$1,500	Contra - Included in revenue
Television Media	1	item	\$ 1,500.00	\$1,500	Contra - Included in revenue
Newspaper Media	1	item	\$ 1,500.00	\$1,500	Contra - Included in revenue
Lottery Gaming Licence	1	item	\$ 350.00	\$350	Estimate Only
Trophies & Certificates	20	item	\$ 80.00	\$1,600	Estimate Only
Decorations	1	item	\$ 1,000.00	\$1,000	Estimate Only
Hire additional settings >200 pax					Try for in-kind sponsorship
Printing	1	item	\$ 500.00	\$500	Estimate Only
Meals (canapes plus 2 course)	250	each	\$ 40.00	\$10,000	Estimate Only
Free Drink	0	each	\$ 5.00	\$0	Estimate Only
Equipment Hire	1	items	\$ 1,000.00	\$1,000	Estimate Only
Insurance					
Security	1	items	\$ 1,000.00	\$1,000	Estimate Only
Cash prizes	1		\$500	\$500	Estimate Only
Discounted Tickets for Sponsors etc	1	items	\$6,600	\$6,600	Estimate Only
Other unaccounted items	1	item	\$2,000	\$2,000	Estimate Only
				\$37,211	

Profit	\$12,301
Bonus (20% profit)	-\$2,460
Net Profit	\$9,841

	Sponsorship	Discount	# tickets	
Major sponsor - tickets	\$6,000	50%	10	\$300
Gold - tickets	\$ 1,000.00	50%	10	\$4,500
Silver - tickets	\$ 500.00	20%	10	\$1,200
Bronze - tickets	\$ 200.00	10%	10	\$600
				<u>\$6,600</u>