



Attachment 1 to Item 10.5.2.

Draft Service Level Agreement

Date of meeting: 12 August 2025

Location: Council Chambers

Time: 6:30pm

Service Level Agreement

Hawkesbury City Council (ABN 54 659 038 834) (**Council**)

Hawkesbury Sports Council Incorporated (ABN 87 441 409 041) (**Sports Council**)

Prepared by:

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Service Level Agreement

Parties

Council	Name	Hawkesbury City Council
	Address	366 George Street Windsor NSW 2756
	ABN	54 659 038 834
Sports Council	Name	Hawkesbury Sports Council Incorporated
	Address	2A Stewart Street Windsor NSW 2756
	ABN	87 441 409 041

Background

- A** Council has resolved to delegate the Functions to the Sports Council pursuant to s355 of the LG Act.
- B** The Sports Council agrees to carry out the Functions for and on behalf of Council.
- C** This document records the terms upon which the Sports Council carries out the Functions for and on behalf of Council.

Operative Provisions

1 Definitions and interpretation

1.1 Defined terms

In this document, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** have the meaning ascribed to them in that schedule.

1.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** apply in the interpretation of this document.

2 Term

Unless terminated earlier pursuant to the terms of this document, this document commences on the Commencement Date and continues for the Term.

3 Functions

3.1 Engagement

The Sports Council:

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- (1) acknowledges that Council has delegated the Functions to the Sports Council pursuant to s355 of the LG Act;
 - (2) undertakes to exercise the powers and duties of Council conferred on it under the delegation made under paragraph (1) (being the Functions):
 - (a) for and on behalf of Council; and
 - (b) in accordance with:
 - (i) the Standards;
 - (ii) the Council Policies; and
 - (iii) this document; and
 - (3) acknowledges that, when carrying out the Functions, the Sports Council is subject to the same rules and regulations as Council, including under the LG Act and any relevant Council Policies.

3.2 Inconsistency

In the event of any inconsistency between the documents referred to in clause 3.1(2)(b), the documents prevail to the extent of that inconsistency in the following order of precedence:

- (i) the Standards;
- (ii) the Council Policies; and
- (iii) this document.

3.3 Relationship between the parties

- (1) For the purposes of this document, **Proscribed Relationship** means any of the following relationships:
 - (a) principal and independent contractor;
 - (b) joint venturers;
 - (c) partners;
 - (d) trustee and beneficiary; or
 - (e) employer and employee.
- (2) No term of this document is to be construed so as to give rise to a Proscribed Relationship and each party must ensure that they do not conduct themselves so as to hold out, or otherwise represent, that a Proscribed Relationship exists.
- (3) Each party must not:
 - (a) represent, or otherwise foster the understanding, that the relationship between the parties is a Proscribed Relationship; or
 - (b) represent or otherwise hold themselves out as representing or having the ability to bind the other party other than in accordance with this document.
- (4) The Sports Council must not:

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- (a) exercise any power vested in Council other than the Functions; and
 - (b) commit any funds of Council, except in accordance with this document.

3.4 Review

The parties acknowledge and agree that this document:

- (1) will be reviewed every twelve (12) months from the Commencement Date; and
- (2) may be amended in accordance with this document subject to the review carried out in paragraph (1),

or as otherwise required in accordance with the Council Policies.

3.5 Performance

The Sports Council must (and ensure its Personnel) perform the Functions:

- (1) using its best endeavours;
- (2) in a safe and secure manner;
- (3) if necessary, by engaging staff with appropriate qualifications and experience;
- (4) ensuring that:
 - (a) all reasonably necessary measures are taken to protect people, property, and the environment;
 - (b) unnecessary interference with the passage of people and vehicles is avoided to the extent reasonably practicable;
 - (c) nuisances and unreasonable noise and disturbances are prevented; and
 - (d) all relevant laws and regulations with respect to water, air, noise and land pollution (including 'pollution incidents') as defined under *the Protection of the Environment Operations Act 1997* (NSW) are complied with in relation to carrying out the Functions,
- (5) in accordance with the Standards;
- (6) in accordance with any conditions or directions given by Council from time to time;
- (7) in accordance with all relevant Council Policies in force from time to time (including in relation to any caps on expenditure in connection with the Functions); and
- (8) in compliance with any conditions or directions of any Authority or the Law.

3.6 Representations

The Sports Council must not:

- (1) make any representation or warranties concerning Council or its activities without the prior approval of Council; or
- (2) contract on behalf of or otherwise bind Council without the prior approval of Council.

3.7 Records

- (1) The Sports Council must maintain complete and accurate records of, and supporting documentation for, its exercise of the Functions for a period of seven (7) years after the date that this document terminates, and in accordance with:
 - (a) any statutory or regulatory requirements for the maintenance of records to which Council is subject from time to time; and
 - (b) generally accepted industry standards and accounting principles.
- (2) The Sports Council must generate sufficient records to enable transactions to be traced, checked and where an error has occurred, to be identified and corrected.
- (3) The Sports Council is responsible for:
 - (a) the availability, accuracy, completeness and currency of its records; and
 - (b) keeping and auditing all records and accounts in accordance with all relevant legislation.
- (4) Upon receipt of reasonable notice from Council, the Sports Council must provide Council with access to all of its records relating to this document that are reasonably required by Council for the purpose of complying with any and all laws relating to the conduct of its business (including the carrying out of the Functions).

3.8 Assignment and sub-contracting

- (1) The benefit and burden of the rights and obligations created under this document are personal to the Sports Council and must not be assigned other than by way of agreement in writing with Council.
- (2) The Sports Council must not sub-contract or delegate any part of the Functions unless:
 - (a) the Sports Council has obtained the prior written consent of Council (which may be refused at Council's discretion); and
 - (b) provided that the Sports Council at all times complies with any Council Policies.

3.9 Works health and safety

- (1) The Sports Council must ensure that it takes necessary precautions for the health and safety of all Personnel whilst carrying out the Functions.
- (2) The Sports Council (and any authorised subcontractors under clause 3.8(2)) agrees to comply with all WHS Requirements applicable to carrying out the Functions.
- (3) If the Sports Council is required to notify any Authority of a workplace health and safety incident then the Sports Council must also notify the Council:
 - (a) within twenty four (24) hours of any incident involving death or injury to any person; or
 - (b) within three (3) days of the incident occurring in all other cases.

4 Assets

- (1) Nothing in this document confers any right or interest on the Sports Council to the Council Assets.

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- (2) All expenditure by the Sports Council on, or in relation to, the Council Assets (including in relation to the provision and maintenance of, and the hiring out of, the Council Assets) in connection with the Functions will be incurred by the Sports Council.

5 Budget, Fees and Charges

5.1 Payment of Budget

Council must pay the Budget to the Sports Council in accordance with **Annexure 1**.

5.2 Expenses

The Budget payable by Council to the Sports Council is inclusive of:

- (1) all Taxes; and
- (2) all costs incurred by the Sports Council in the course of performing the Functions, including (without limitation):
 - (a) the costs referred to in clause 4(2);
 - (b) any relevant insurance;
 - (c) employment of Personnel to perform the Functions;
 - (d) the procurement of any authorised subcontractors under clause 3.9(2); and
 - (e) equipment and/or machinery (and any other goods) required by the Sports Council to perform the Functions.

5.3 Adjustments

To the extent permitted by law, the Budget will be adjusted on each anniversary of the Commencement Date (or by such other method set out in **Annexure 1** or as from time to time required by Council) taking into consideration any agreed variations to the Functions and/or Standards under this document.

5.4 Council fees and charges

- (1) The Sports Council acknowledges and agrees that the schedule of fees and charges in connection with the Council Assets is set by Council and that the setting of these fees and charges:
 - (a) does not form part of the Functions; and
 - (b) cannot be delegated to the Sports Council.
- (2) The Sports Council acknowledges and agrees that it must not provide subsidies or waive fees and charges in connection with the Council Assets that have been set by Council unless Council has formally adopted any such reduction or waiver by way of Council resolution.

6 GST

6.1 Interpretation

- (1) Expressions in this clause 6 which are not defined in this document have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Law**).

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- (2) If part of a supply is a separate supply under GST Law, that part is a separate supply for the purpose of this clause.

6.2 Amounts GST Exclusive

Unless otherwise specified, all amounts or other consideration described in this document are exclusive of GST.

6.3 Gross-up

Subject to clause 6.6, if GST is payable by a supplier, or by a representative member of a GST group of which the supplier is a member, in respect of a taxable supply made under this document, the recipient will pay to the supplier an additional amount equal to the GST payable on the supply. That additional amount will be due for payment at the same time and in the same manner as the GST exclusive amount for the supply to which it relates, or at the same time as the relevant GST return is due for which the GST on the taxable supply is attributable, whichever is the earlier.

6.4 Reimbursements

If this document requires a party to pay for, reimburse or contribute to any expense or liability (reimbursable expense) incurred by the other party (payee) to a third party, the amount to be paid, reimbursed or contributed will be the GST-inclusive amount of the reimbursable expense net of any *input tax credit* to which the payee (or the representative member of a GST group of which the payee is a member) is entitled in respect of the reimbursable expense (net expense).

6.5 Payments calculated by reference to revenue

Subject to an express provision in this document to the contrary, any payment, or amount required to be made under this document which is calculated by reference to sales, revenue, income or other amounts received or receivable from a third party (**Revenue**) will be calculated by reference to that Revenue exclusive of GST.

6.6 Tax invoice

The supplier must deliver a tax invoice or adjustment note to the recipient before the supplier is entitled to the additional amount under clause 6.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or adjustment note as appropriate.

6.7 GST adjustments

If an adjustment event arises in respect of a taxable supply made by a supplier under this document, the GST will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case may be.

6.8 No merger

This clause 6 does not merge upon completion of this document and will survive the termination of this document.

7 Limitation of Council's Liability

7.1 Insurances

Where requested by Council, the Sports Council and/or any authorised subcontractors under clause 3.9(2) must effect and keep current and in force any or all of the following policies of insurance requested by Council with a reputable insurance company approved by Council:

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- (1) a public risk insurance policy in an amount of **\$20,000,000.00** for any one occurrence in respect of any liability for:
 - (a) personal injury or death of any person; and
 - (b) loss of or damage to property.
 - (2) workers compensation insurance under the *Workers Compensation Act 1987* (NSW) covering all persons employed or deemed to be employed by the Sports Council in connection with carrying out the Functions;
 - (3) a comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of any motor vehicles used in carrying out the Functions;
 - (4) professional indemnity insurance in an amount of **\$20,000,000.00** for any one occurrence; and
 - (5) any other insurance policy appropriate required by the Standards and/or as required by Council,

7.2 Inspection of Insurance Policies

- (1) The Sports Council must produce to Council at the renewal of each of the Insurance Policies a certificate of currency issued by the relevant insurer establishing that the policy is valid.
- (2) Council may carry out random audits to verify insurances held by the Sports Council at any time during the Term. The Sports Council will assist in any audit and provide evidence of the terms and currency of the Insurance Policies whenever requested by Council.

7.3 Cancellation of insurance

If any of the Insurance Policies are cancelled either by the Sports Council or the relevant insurer, the Sports Council must notify Council immediately.

7.4 Indemnity

- (1) The Sports Council must indemnify Council against any Claim brought against it, arising directly or indirectly, as a result of any breach of the obligations imposed on the Sports Council under this document or any negligent act or omission of the Sports Council (including in connection with carrying out the Functions).
- (2) The obligations in this clause 7.4 survives the termination of this document.

8 Confidentiality and privacy

8.1 Confidential Information

- (1) Subject to paragraph (2) and clause 1, each party must keep confidential all information of the other that:
 - (a) is by its nature confidential;
 - (b) is marked or designated as confidential at the time of its disclosure by or on behalf of the disclosing party; or
 - (c) the receiving party knows or ought to know is confidential.

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- (2) Neither party is obliged to keep confidential any information disclosed to it by or on behalf of the other party:
- (a) which is otherwise in the public domain other than by a breach of this document by the receiving party; or
 - (b) where such disclosure is:
 - (i) required by law or the requirements of any Authority (including requirements of Council);
 - (ii) made with the prior written consent of the other party; or
 - (iii) made to a court in the course of proceedings to which the disclosing party is a party; or
 - (c) which is disclosed by the receiving party to its legal or other advisers, or to its Personnel in order to comply with its obligations or to exercise its rights under or in connection with this document provided that such persons are under an obligation to keep the information confidential.

8.2 Privacy

- (1) Without limiting its obligations at Law with respect to the disclosure of information and the privacy and protection of Personal Information, each party must:
 - (a) comply with the Privacy Law in place; and
 - (b) only use Personal Information for the sole purpose of fulfilling its obligations under this document;
- (2) protect all Personal Information from unauthorised access, modification, disclosure or use; and
- (3) immediately notify the other party on becoming aware of any unauthorised access, modification, disclosure or use of Personal Information or privacy breach in relation to any Personal Information.

8.3 Media releases

The Sports Council (and any Personnel) must not make any press announcement or release relating to this document and/or the Functions without the specific prior written consent of Council. All media requests must be referred to Council.

9 Dispute Resolution

9.1 Notice of Dispute

If a party believes that there is a dispute in respect of this document (**Dispute**) then:

- (1) that party must give notice (**Dispute Notice**) in writing to the other party stating that there is a Dispute; and
- (2) the Dispute Notice must outline:
 - (a) what the party believes the dispute to be; and
 - (b) what the party wants to achieve; and

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- (c) what the party believes will settle the Dispute.

9.2 Consultation between the Parties

Within five (5) Business Days of service of the Dispute Notice, the representatives of each party must meet in order to resolve the Dispute.

9.3 Settlement of Dispute and mediation

- (1) If the Dispute cannot be resolved by the parties within five (5) Business Days of the notification under clause 9.2 then the Dispute must be submitted to mediation by a mediator selected:
 - (a) by the parties; or
 - (b) if the parties cannot agree on a mediator, by the President of the Australian Commercial Disputes Centre.
- (2) Any costs incurred in the mediation of the Dispute are to be borne equally by the parties.

9.4 Exclusivity of dispute resolution procedure

- (1) Both parties must adhere to the dispute resolution procedure set out in this document.
- (2) The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this document.

10 Termination

10.1 Automatic termination

This document terminates automatically and without the need for notice:

- (1) upon any party becoming subject to an Insolvency Event;
- (2) Council resolving to revoke the delegation of the Functions to the Sports Council; and
- (3) at any time that the conduct of the Sports Council in connection with this document becomes unlawful (for example, by way of statutory amendment).

10.2 Consequences of termination

- (1) If this document is terminated:
 - (a) the Sports Council is no longer permitted to carry out the Functions; and
 - (b) the Sports Council must immediately:
 - (i) provide Council with all Intellectual Property and Confidential Information to which Council is entitled under this document that are in the possession, custody or control of the Sports Council; and
 - (ii) refund any portion of the Budget paid by Council to the Sports Council for any Functions to be performed during any period after the date of termination (and which were not already provided to Council's satisfaction before the date of termination).

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- (2) Upon termination of this document:
 - (a) all future rights and obligations of the parties are discharged; and
 - (b) all pre-existing rights and obligations of the parties continue to subsist.

11 General provisions

11.1 General warranties

Each party represents and warrants to the other as follows:

- (1) It is able to fully comply with its obligations under this document.
- (2) It has full power and capacity to enter into and perform its obligations under this document.
- (3) It has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms.
- (4) This document constitutes legal, valid and binding obligations and is enforceable in accordance with its terms.

11.2 Behaviour of the Sports Council

The Sports Council must (and ensure its Personnel must):

- (1) conduct itself in a sober, civil, obliging and inoffensive manner when performing the Functions; and
- (2) not engage in any conduct that will, or is likely to, harm Council or its name, reputation or the Functions or which may bring the Sports Council or Council into disrepute, scandal or ridicule.

11.3 Obligation to act in good faith

The parties must at all times:

- (1) cooperate and use their best endeavours to profitably and professionally give effect to their rights and obligations set out in this document;
- (2) not unreasonably delay any action, approval, direction, determination or decision which is required of that party;

11.4 No fetter

This document is not intended to operate to fetter, in any unlawful manner:

- (1) the power of Council to make any Law; or
- (2) the exercise by Council of any statutory power or discretion.

11.5 Legal costs

Each party is responsible for their own costs in connection with the negotiation, preparation and execution of this document.

11.6 Taxes

The Council is responsible for any duties (including transfer duty) and taxes in connection with this document.

11.7 Notices

- (1) Unless otherwise expressly stated elsewhere in this document, any notice, consent or other communication under this document must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (a) delivered by hand to that person's address;
 - (b) sent by pre-paid mail to that person's address; or
 - (c) transmitted by electronic mail to that person's then current e-mail address.
- (2) A notice given to a person in accordance with paragraph (1) is treated as having been given and received:
 - (a) if delivered by hand to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if sent by pre-paid mail, on the third Business Day after posting and if posted to an address outside of Australia, on the tenth Business Day after posting; and
 - (c) if transmitted by electronic mail to a person's address, on the day of transmission if a Business Day, otherwise on the next Business Day unless the sender receives an automated message that the email has not been delivered (other than an 'out of office' or similar greeting).
- (3) For the purpose of this clause the address of a person is the address set out in this document or another address of which that person may from time to time give notice to each other party.

11.8 Entire Agreement

This document is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this document.

11.9 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

11.10 Cooperation

Each party must sign, execute and deliver all documents, deeds, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the parties under it.

11.11 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. A party who has executed a counterpart of this document may exchange it with another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party, and if requested by that other party,

will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity and enforceability of this document.

11.12 Electronic execution

- (1) In this clause, **electronic signature** means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this document by electronic or mechanical means, and **electronically signed** has a corresponding meaning.
- (2) Each party consents to this document being signed by or on behalf of a party by an electronic signature, including via DocuSign or any other similar application or platform.
- (3) Where this document is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- (4) Each party confirms that:
 - (a) any electronic copy of this signed document will constitute an executed original counterpart;
 - (b) any print-out of the electronic copy with the relevant signatures appearing will constitute an executed original counterpart; and
 - (c) it cannot challenge the validity of this document by virtue only of the fact that it has been electronically signed by or on behalf of any party.

11.13 Amendment

This document may only be amended or supplemented in writing signed by the parties.

11.14 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

11.15 Power of Attorney

Each attorney who executes this document on behalf of a party declares that the attorney:

- (1) has the authority to do so under the power of attorney; and
- (2) has no notice of:
 - (a) the revocation or suspension of the power of attorney by the grantor; or
 - (b) the death or insolvency of the grantor.

11.16 Governing law

The law in force in the State of New South Wales, Australia governs this document. The parties:

- (1) submit to the exclusive jurisdiction of that State and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document; and

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- (2) may not seek to have any proceedings removed from the jurisdiction of that State on the grounds of *forum non conveniens*.
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Schedule 1 – Defined Terms and Interpretation

Part 1 – Definitions

Authority	means (as appropriate) any: (1) federal, state or local government; (2) department of any federal, state or local government; (3) any court or administrative tribunal; or (4) statutory corporation or regulatory body.
Budget	means the budget available to the Sports Council to carry out the Functions as further specified in Annexure 1 .
Business Day	means any day in which trading banks are open for business in Sydney, excluding a Saturday, Sunday or public holiday.
Claim	means against any person any allegation, action, claim, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute, in tort or otherwise.
Commencement Date	means 1 July 2025.
Confidential Information	means any information and all other knowledge at any time disclosed (whether in writing and orally) by the parties to each other, or acquired by the parties in relation to the other's activities or services which is not already in the public domain and which: (1) is by its nature confidential; (2) is designated, or marked, or stipulated by either party as confidential (whether in writing or otherwise); (3) any party knows or ought to know is confidential; is information which may be reasonably considered to be of a confidential nature.
Council Assets	means active playing fields and other designated Council facilities within Council's local government area, as further specified in Annexure 1 .
Council Policies	means the relevant Council policies, procedures and codes of conduct from time to time applicable to the Functions, including as specified in Annexure 1 under the heading ' <i>Council Policies</i> '.
Functions	means the care, control and management of Council's Assets.
Insolvency Event	means the happening of any of these events: Application which is not withdrawn or dismissed within 14 days is made to a court for an order or an order is made that a body corporate be wound up. (1) An application which is not withdrawn or dismissed within 14 days is made to a court for an order appointing a liquidator or

provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.

- (2) Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.
- (3) A person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event.
- (4) A receiver, manager or receiver and manager is appointed to the Company.
- (5) A claim is filed in a court against a person that is not defended, released or otherwise settled within 28 days of the date of its filing at the court.
- (6) Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

LG Act	means the <i>Local Government Act 1993</i> (NSW).
Law	means all legislation, regulations, by-laws, common law and other binding order made by any Authority.
Personal Information	means all personal information as defined under section 6 of the <i>Privacy Act 1988</i> (Cth) and section 4 of the <i>Privacy and Personal Information Protection Act 1998</i> (NSW) that is provided or obtained by a party or its Personnel in connection with the performance of its obligations under this document.
Personnel	means the Sports Council's officers, employees, volunteers, agents and/or contractors.
Privacy Law	means the <i>Privacy Act 1988</i> (Cth), the <i>Privacy and Personal Information Protection Act 1998</i> (NSW), the <i>Spam Act 2003</i> (Cth), the <i>Do Not Call Register Act 2006</i> (Cth) and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Information.
Standards	means the minimum requirements for carrying out the Functions by the Sports Council to Council's satisfaction, as further specified in Annexure 1 or as set out in Councils Policies from time to time.
Taxes	means any tax, duty, impost, fee, levy or other charge imposed by any Authority.
Term	means the period from the Commencement Date until the delegation of the Functions to the Sports Council is revoked by Council.
WHS Requirements	means all Laws, policies, codes and standards which are in any way applicable to carrying out the Functions, including but not limited to the following:

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- (1) *Work Health and Safety Act 2011* (NSW).
 - (2) *Work Health and Safety Regulation 2017* (NSW).
 - (3) Any relevant Australian Standards and Industry Codes of Practice.
 - (4) Council's Work Health and Safety Policy.
 - (5) Any other requirements specified in **Annexure 1** under the heading '*WHS Requirements*'.

Part 2 - Interpretational Rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
reference to statutes	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.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.

next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.
agreement	a reference to any agreement, document or instrument includes the same as varied, supplemented, novated or replaced from time to time.
Gender	a reference to one gender extends and applies to the other and neuter gender.

Annexure 1 – Service Specifications & Service Levels

Execution page

Executed as a deed

Dated:

Signed, sealed and delivered by **Hawkesbury the Sports Council Incorporated** by its duly authorised officer with the authority of its board members and in the presence of:

Witness (Signature)

Authorised Officer (Signature)

Name of Witness (Print Name)

Name of Authorised Officer (Print Name)

Signed, sealed and delivered by **Hawkesbury City Council** by its duly authorised officer pursuant to delegation from Council and in the presence of:

Witness (Signature)

Authorised Officer (Signature)

Name of Witness (Print Name)

Name of Authorised Officer (Print Name)