



22 May 2017

Mr. Jeremy Bath
Interim Chief Executive Officer
Newcastle City Council
PO Box 489
Newcastle NSW 2300

Dear Jeremy,

RE: Letter of Commitment - Newcastle 500 Supercars Event - 2017- 2021

The intention of this agreement is to formalise the relationship between Destination NSW ("DNSW") and Newcastle City Council ("NCC") for the Newcastle 500 Supercars Event - 2017-2021 (the "Event").

We would be grateful if you could please sign all copies of this agreement and return one copy at your earliest convenience to confirm that you agree to the terms detailed in this agreement.

Please note that this is a binding agreement and the signatory confirms that they are properly authorised to enter into this binding commitment. This agreement comes into effect when signed and returned to DNSW. The contents of this agreement are private and confidential to the parties.

We wish to acknowledge and thank you and your team for your support of this Event. I look forward to your acknowledgement of this agreement.

Yours sincerely

Sandra Chipchase
Chief Executive Officer



Agreed to by an authorised representative of Newcastle City Council

By:



Name:

Jeremy Bath

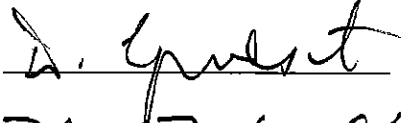
Position

Interim CEO

Date:

11/6/17

Witness:



Name:

DAVID GUEST

Terms and Conditions

DNSW confirms that Newcastle will be the Host Destination and NCC will be the Host Council for the Event subject to the following conditions:

1. Supercars Australia (SA) grants Destination NSW (DNSW) the Host State Destination rights for the Event.
2. DNSW continues to hold the Host State Destination rights granted by SA for the Term.
3. NCC complying with its operational obligations outlined by SA for the Event. These can be provided on request and as per the MOU document executed on 4 May 2017.
4. NCC will not contract directly with SA and will not fund SA directly in respect of the Host State Destination rights and associated cash contributions except as may be specified with regard to the Event operations and other agreed items between NCC and SA.

5.

6.

a) Roles and Responsibilities

Acknowledge the following roles and responsibilities of each entity:

SUPERCARS AUSTRALIA

- SA is the Event owner and event organiser and is responsible for the planning and delivery of civil works required to create the street circuit
- SA must meet all legislative requirements including the Heritage Act 1977 the Motor Racing Sydney and Newcastle Act 2008, Work Health Safety Act 2011 and adhere to all other legislation relating to staging the event
- SA has primarily responsible for community consultation and engagement to address concerns of residents and businesses and to minimise any perceived negative impact on daily lives during the Event period
- SA plans and delivers all operational aspects (including traffic and emergency management) of the motor race and all associated activities e.g. music event
- SA markets and proactively promotes the Event through positive media communications
- SA manages contractual benefits and deliverables to NCC and DNSW

NEWCASTLE CITY COUNCIL

- NCC deliver in kind components to stage the Event
- NCC directs civic renewal components of the civil works program and provision of funding.
- NCC provides advice and assists SA in the delivery of the community engagement program
- NCC owns and manages communications around the Event legacy including civic upgrades, the new Urban Forest program and the reinvigoration of Newcastle's tourism and major events identity
- NCC actively participates in all Event working groups
- NCC proactively ensures internal communications on the Event's progress is delivered to the Mayor and other key Council staff
- NCC co-ordinates with DNSW in providing resources, as required, to plan and ensure Event compliance including review of applications under the Act and the monitoring of compliance with NCC regulations

DESTINATION NSW

- DNSW is the consent authority and is responsible for the administration of the Motor Racing (Sydney and Newcastle) Act 2008, including issuing authorisations and monitoring compliance
- DNSW ensures all required planning activities for the Event delivery is effectively coordinated between key stakeholders
- DNSW has employed a Community Liaison Officer to assist SA and NCC in the community engagement program
- DNSW is working with tourism operators and airlines to promote the event to increase overnight visitation to the region and help achieve the NSW Government's goal of doubling overnight visitor expenditure by 2020
- DNSW manages the delivery of contractual benefits between DNSW and SA, and between DNSW and NCC.

b) Representations and Warranties

NCC represents and warrants that:

- It has the power to execute, deliver and perform its obligations under this agreement.
- There is (and will be) no agreement or understanding with any person which would prevent or adversely affect its ability to comply with its obligations under this agreement.
- It has the expertise, experience and resources required to perform its obligations under this agreement.
- All work performed by or on behalf of NCC and the organisation, promotion, marketing and staging of the Event will be performed with due care, safety and skill.
- The NCC Logos and images that are made available to DNSW under this agreement (and any use or reproduction of such material by DNSW as permitted by this agreement) do not and will not infringe the rights, including the intellectual property rights, of any third party and will not defame anyone.
- Except to the extent agreed by DNSW, the Event will be supported by NCC by using its best endeavours, to meet or exceed all statements, representations, claims and assurances in any documents, proposals or presentations made to or provided to DNSW

by or on behalf of NCC concerning any aspect of the Event and/or any benefits or consequences generated by the Event.

c) Indemnification

NCC must indemnify DNSW against any loss suffered or incurred by DNSW as a result of any wrongful act or omission by NCC in relation to its agreed involvement in the Event; any wrongful act or omission by NCC which leads to the cancellation or postponement of the Event; any breach of law, and any loss or damage to any property or personal injury or any other claim by a third party in relation to the Event.

d) Confidentiality

DNSW and NCC acknowledge the importance of confidentiality in all aspects of their respective operations surrounding the Event and agree to keep all confidential information in absolute confidence and not disclose any such information to any person without the prior written consent of the other party or if required by law.

e) Termination

(i) Termination for cause

Either party may immediately terminate this agreement by notice in writing if:

- The other party commits a material breach of this agreement and the breach is not capable of remedy or the breach is capable of remedy but the defaulting party does not remedy the breach within 10 business days of receipt of a written notice from the non-defaulting party specifying the breach and requiring the breach to be remedied; or
- An Insolvency Event occurs in relation to the other party. An Insolvency Event means in relation to a person (Relevant Entity), any of the following occur or any steps are taken or resolutions passed to lead to the following:
 - The Relevant Entity suspends payment of its debts generally or is unable to pay its debts as and when they fall due or is presumed to be insolvent under the *Corporations Act 2001* (Cth), or enters into any arrangement for the benefit of its creditors (or any class of);
 - An application or order is made for the winding up or dissolution of the Relevant Entity; or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Relevant Entity;
 - A receiver, a receiver and manager, trustee, other controller or similar officer is appointed, over the assets or undertaking of the Relevant Entity, or any steps are taken to appoint, or pass a resolution to appoint, any of those persons to the Relevant Entity;
 - An administrator, liquidator or provisional liquidator is appointed to the Relevant Entity or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, any of those persons to the Relevant Entity; and
 - The Relevant Entity ceases, or threatens to cease, to carry on business.

(ii) Termination by DNSW

DNSW may terminate this agreement by giving notice in writing to that effect to NCC:

- Immediately, if any act, matter or thing (including any dispute or legal claim whether actual or threatened) associated or connected in any way with the Event occurs (or does not occur) and, in the opinion of DNSW, it may cause harm to or bring into disrepute or otherwise adversely affect the reputation or image of the Event, the State of New South Wales, DNSW, the New South Wales Government or the NSW Premier/Minister for Tourism and Major Events;
- Immediately, if DNSW no longer holds the Host Destination rights granted by SA for the Term;

- On 30 days' notice if in the reasonable opinion of DNSW there has been, or will be or there is a serious risk that there will be both a material impact and a detrimental impact on the DNSW benefits and/or outcomes of the Event as a consequence of any change from any proposals, presentations, representations, statements or warranties about the Event made by or on behalf of the Event or NCC and the risk cannot be rectified;
- On 30 days' notice if the level of funding obtained or to be obtained by DNSW through the New South Wales Government budget appropriation process or Government approval process in the year in which the Event occurs is in the reasonable opinion of DNSW insufficient to enable DNSW to make the DNSW investment as per the financial schedule.

(iii) Consequences of termination

- On termination or expiry of this agreement:
- NCC must immediately cease using or otherwise referring to any DNSW Logos or anything confusingly similar to such logos and unless DNSW requests that NCC deliver such materials to DNSW, must destroy any material with DNSW Logos on it.

f) Media

- Subject to the exception below, neither party may make any public announcement or issue any media release relating to this agreement or the Event without the prior written approval of the other party as to the form, content and timing of the announcement or release. Requests for DNSW's approval must be forwarded by NCC to DNSW in sufficient time to include appropriate content including quotes from the DNSW's spokespeople.
- If the announcement or media release is required to be made by Law or at the direction of the NSW Premier, Deputy Premier, Minister for Tourism and Major Events the relevant party is only required to consult the other party about the contents of that announcement or release before it is made or issued.
- DNSW must be acknowledged in all media statements.

g) Governing Law

This contract is governed by and in accordance with the laws in the state of New South Wales. Each of agreement submits to the exclusive jurisdiction of the courts in the state of New South Wales and their Courts of Appeal.

h) GST

All figures detailed in this agreement are exclusive of Goods and Services Tax.

i) Assignment and Novation

DNSW may assign any of its rights arising out of or under this agreement to the New South Wales Government or any other New South Wales Government Agency without the prior consent of NCC.

DNSW may at any time require NCC to be a party to a novation of this agreement to any other New South Wales Government Agency and NCC consents to such novation and must execute any document reasonably required by DNSW to give effect to it.