[School Council Letterhead]

**Incoming Sponsorship Letter**

|  |  |
| --- | --- |
| [Recipient]  [Title]  [Company]  [Address 1]  [Address 2]  [Address 3] |  |

Dear

**Re: Your offer of sponsorship of [insert School name]**

Thank you for your letter of [date] offering sponsorship to the School Council. I am pleased to advise that the School Council on behalf of the Department of Education and Training (**DET**) has accepted your offer of sponsorship (**Offer**) for the period from [start date] to [end date] (the **Sponsorship Period**).

Where your Offer includes sponsorship funds, the School Council will issue a tax invoice to you for the amount of the sponsorship funds. As DET is registered for the GST, any payments made to School Councils under sponsorships are subject to GST. Accordingly, please make a payment of $..........plus GST (total of $.................) to the School Council within 30 days of the date of the tax invoice.

Your offer is accepted by the School Council subject to and conditional on your acceptance of the following terms and conditions:

1. You acknowledge that acceptance of the sponsorship does not constitute a general endorsement of your organisation or its products or services, by DET or the School Council.
2. You agree that:
   1. your organisation will not promote or publicise this sponsorship agreement as being a general endorsement by DET or the School Council, of your organisation or its products or services;
   2. where the sponsorship includes agreement for your organisation to be acknowledged through placement of advertisments or your organisation’s logo in any communications to the School community or on signs located on School premises (**Acknowledgements**), all such Acknowledgements must receive prior written approval of the School Council;
   3. if either party breaches the terms and conditions of this sponsorship agreement and fails to rectify such a default in accordance with written notice by the non-defaulting party within 14 days after the date of such notice, the non-defaulting party may terminate this sponsorship agreement at any time thereafter;
   4. the School Council may terminate the sponsorship agreement immediately if any of the following events occur:
      1. if your organisation is wound up, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of your organisation;
      2. if the organisation's business operations or the business or activities of any associated company are contrary to any government policy of DET; or
      3. if the School Council determines that for what ever reason it should no longer be associated with your organsiation;
   5. the School Council may terminate this sponsorship agreement at any time and in its sole discretion by giving your organisation [number] days prior written notice. The School Council will pay your organisation the unavoidable and substantiated costs incurred by your organisation as a direct result of the termination, excluding any loss of profit, and the School Council has no other liability to the organisation in relation to that termination;
   6. where this sponsorship agreement is terminated the sponsorship funds shall not be refundable by the School Council and you must:
      1. immediately cease publicising the Acknowledgement; and
      2. remove any Acknowledgements from School premises;
   7. the benefit of this sponsorship agreement is not transferrable to any other party;
   8. [*delete if not applicable*] you will comply with the following further conditions [insert any specific sponsorship conditions – eg, such things an size and location of logos, number of ads, number and location of signs, etc].
3. In consideration of the School Council entering into this sponsorship agreement with you, you release and indemnify DET and the School Council, its officers and employees in respect of any loss, damage, cost or expense of any kind whatsoever, that they may incur as a result of, or in relation to, your actions or omissions (including negligence) or those of your employees, sub-contractors or agents, in connection with the sponsorship during the Sponsorship Period.

Please indicate your agreement to the above conditions as soon as possible, by signing where indicated at the end of this letter and returning it to me within 14 days.

Yours sincerely

[insert name of President of School Council]

President

……………………………………….. Date: …………………….

Signed for and behalf of the Sponsor

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_