[School Council Letterhead]

**Outgoing Sponsorship Letter**

|  |  |
| --- | --- |
| [Sponsored Party]  [Title]  [Company]  [Address 1]  [Address 2]  [Address 3] |  |

Dear

**Re: Offer of sponsorship by [insert School Council name]**

I am pleased to advise that the Department of Education and Training (**DET**) through the School Council offers to pay sponsorship funds towards the [insert project name or event] for the period from [start date] to [end date] (**Sponsorship**).

The School Council will make a payment of $..........plus GST (total of $.................) within 30 days of receipt of a tax invoice from you in accordance with the GST law and the Australian Taxation Office. The tax invoice must provide sufficient details of the project sponsorship.

The School Council is providing the Sponsorship to aid in financing the project subject to and conditional on your acceptance of the following terms and conditions:

1. You acknowledge that 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. You will not promote or publicise the Sponsorship 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 that the sponsorship of the School Council will be acknowledged through placement of written acknowledgements or the School logo in any relevant advertising or promotional material, written or oral communications or media releases (**Acknowledgements**), all Acknowledgements must receive prior written approval of the School Council;
   3. Sponsorship funds will only be spent on the approved project (and you will return any unspent funds to the School Council within 14 days of the termination of the sponsorship or the end of the project);
   4. You will seek prior written approval from the School Council for any substantive change in the project (for example, direction, timelines or budget);
   5. You seek approval from the School Council for any sponsorship materials prior to their use;
   6. You will ensure that all promotional material produced is truthful, accurate and complies with the standards set down by the Advertising Standards Bureau;
   7. You will, wherever possible, give a representative of the School Council the opportunity to monitor and become involved in the project and where appropriate, be invited to attend any key event;
   8. Within one month of completion of the project, you will provide to the School Council:
      1. an evaluation report of the project; and
      2. a statement of income and expenditure for the project, showing how the sponsorship funds were spent;
   9. 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 the sponsorship agreement at any time thereafter;
   10. The School Council may terminate the sponsorship agreement immediately if any of the following events occur:
       1. if you are wound up, become insolvent or enter into an agreement with your creditors, or if a receiver, manager or liquidator is appointed in respect of you;
       2. if your 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 you;
   11. The School Council may terminate this Sponsorship at any time and in its sole discretion by giving you [number] days prior written notice. The School Council will pay for the unavoidable and substantiated costs incurred by you as a direct result of the termination, excluding any loss of profit, and the School Council has no other liability to you in relation to that termination;
   12. Where this sponsorship agreement is terminated or ends, you must immediately cease the Acknowledgements;
   13. The benefit of this Sponsorship is not transferrable to any other party;
   14. [*delete if not applicable*] you will comply with the following further sponsorship conditions [insert any specific sponsorship conditions – eg, such things an size and location of School logos, number of advertisements, 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.

Should you have any queries relating to the sourcing of the School Council logo or any other general queries, please contact [School Council contact person] on telephone [telephone number] or via email: [e-mail address].

This offer of sponsorship remains open for acceptance by you for 14 days from the date of this letter.

Please indicate your acceptance of this Offer and 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 Sponsored Party

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