COVER PAGE

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Redaction Summary (15 total redactions)

43 Pages in total
35 Pages released in full
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Exemptions reason/s used:

1. 8 x Redactions – Section 47(3)(b) | Schedule 4 Part 4 (6)(1)
    a. Personal information.
2. 7 x Redactions – Section 47(3)(b) | Schedule 4 Part 3 (2)
    a. Business/commercial/financial affairs.
3. 1 x Refusal – Section 47(3)(e) of the RTI Act
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GREAT BARRIER REEF
MASTERS GAMES
Cairns Australia

Cairns
REGIONAL COUNCIL

2021 Great Barrier Reef Masters Games
Sports Club Agreement

Cairns Regional Council ("GBRMG") and

Masters Swimming Queensland Inc.
("The Club)".

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Contents

1. DEFINITIONS AND INTERPRETATION 4

1.1. DEFINITIONS 4

1.2. INTERPRETATION 5

2. OBLIGATIONS OF GBRMG 5

2.1. MARKETING 5

2.2. REGISTRATIONS/ACCREDITATIONS 5

2.3. INSURANCES 6

2.4. GAMES HUB AND OFFICIAL FUNCTIONS 6

2.5. CLUBS MATTERS 6

2.6. FINANCES AND REPORTING 6

2.7. PAYMENT SCHEDULE 6

3. OBLIGATIONS OF THE CLUB 7

3.1. AFFILIATIONS/SANCTIONING 7

3.2. PROGRAMMING AND DELIVERY 7

3.3. STANDARDS FOR CONDUCT 8

3.4. MANAGEMENT OF THE CLUB COMPETITION 9

3.5. THE CLUBS PROMOTIONS 9

3.6. FUNCTIONS AND CATERING ..... 10 3.7. FINANCES AND REPORTING 10

3.8. REVIEW OF PLANS 10

3.9. POST EVENT DEBRIEF 10

3.10. TASK LIST 10

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4. SPONSORSHIP 11

5. RISK MANAGEMENT 11

6. INSURANCE 11

7. INDEMNITY 12

8. FORCE MAJEURE 12

9. CONFIDENTIALITY 12

10. NOTICES 12

10.1. DELIVERY OF NOTICE 12

10.2. TIME OF NOTICE 12

11. WARRANTIES 13

12. TERMINATION 13

13. COSTS 13

14. NON-COMPLIANCE 13

15. GOVERNING LAW 14

16. RELATIONSHIP OF THE PARTIES 14

This agreement is made the _____ day of _____ 2020.

Parties:

Cairns Regional Council trading as Great Barrier Reef Masters Games
("**GBRMG**") - 119-145 Spence Street,
Cairns QLD 4870
ABN 24 310 025 910

and

Masters Swimming Queensland Inc.
("The Club") - PO Box 1779,
Capalaba BC 4157
ABN 15 804 399 838

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BACKGROUND

In 2013, Cairns Regional Council hosted the inaugural Great Barrier Reef Masters Games ("the Games") with the intention of delivering a professional, international sporting event in North Queensland and has continued to host the Games biennially since 2013.

The club agrees to facilitate the club competition as attached in schedule 2 as components of the Games to be conducted in Cairns, Queensland in May 2021.

RECITALS:

GBRMG and the club agree in the principle of "the club for all" with an emphasis on participation and fair competition in the spirit of fair play.

1. GBRMG agrees that it will do all things reasonable to make the Games a success.

2. GBRMG and the club wish to promote, publicise, and market the Games to mature aged people and other interested parties throughout Queensland, Australia, New Zealand, the Asia Pacific region, North America and other countries, as appropriate.

3. In consultation, GBRMG and the Club will do all things to assist in the promotion, publicising and marketing of the Great Barrier Reef Masters Games as set out in this Agreement to make the event a success.

4. GBRMG and the Club have read in full, understand and agree that the terms of this Agreement encompass the objectives of planning, marketing and presenting the Great Barrier Reef Masters Games for 2021.

5. The Club will, pursuant to the terms of this Agreement, provide a club competition which will include certain events for the Club(s) identified in schedule 2.

6. This Agreement shall not be effected until all schedules are completed and the Agreement is signed by the authorised officers of both parties.

7. Any variations to this Agreement must have written approval by both GBRMG and the Club.

DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement unless the context clearly indicates otherwise:

Accredited person means those persons who have had their required personal details recorded and registered by GBRMG, and have been issued with an accreditation pass by GBRMG.

Accredited non-playing official or **non-playing official** means those persons who are involved in the Games as a club team official or umpire, and paid the applicable non-playing official fee, had their required personal details recorded by GBRMG, and have been issued with an accreditation pass.

Agreement means this agreement and any other document expressed to be supplemented to this Agreement and all amendments to such document.

Association means both the organisation appointed to operate the club component of the games, and referred to in the head of this agreement, and the clubs competition that the "association" organises and conducts as more specifically referred to in schedule 2.

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Business Day means from 9:00am to 5:00pm (Eastern Standard Time) Monday to Friday not including public holidays.

Date of Commencement of the Games means Thursday, 20 May 2021.

Club fee means the fees set by the club and designated to the club which are to be paid by each competitor (and nonplaying official where relevant) in addition to, and at the same time as, the games fee. The club fee consists of an initial payment upon which participation in a specific club is registered, and further payment/s if the competitor wishes to compete in additional club/s.

Club organisation or **association (National or International)** means the governing body of the club responsible for promoting the association, encouraging participation, the body who enforces the rules of competition and the body who may hold the rights to national or international championships.

Clubs merchandise means any item, garment, club accessory or thing normally produced by the Club and offered for sale at its normal events.

Club competition means the events staged by the Club as detailed in schedule 2.

Competitor or **competitors** means those persons who are competing in the Games and have paid the appropriate games fee and club fee/s, had their required personal details recorded and registered by GBRMG, and have been issued with an accreditation pass.

Games mean the event(s) known as the Great Barrier Reef Masters Games.

Games fee means those fees charged by GBRMG to those persons intending on participating in the Games as a competitor.

Games official merchandise means any item, garment, Club accessory or thing featuring the Games logo or approved modification of the Games logo produced by or on behalf of the Games for the purpose of promotion or sale.

GBRMG staff means that person or persons duly authorised to undertake certain duties and responsibilities in relation to the planning and management of the Games.

Great Barrier Reef Masters Games and **GBRMG** mean the Cairns Regional Council trading as Great Barrier Reef Masters Games for their respective rights and interests.

Host venue means the venue that the club competition is played or staged at.

Month means a calendar month.

Non-playing official fee means those fees charged by GBRMG to those persons who wish to be accredited as a nonplaying official.
Official function means a social or business gathering organised or endorsed by GBRMG.

Supporter or **supporters** means those persons who are not competing in any Games or club event, and paid the applicable supporter fee, had their required personal details recorded by GBRMG, and have been issued with an accreditation pass from GBRMG.

Supporter's fee means those fees charged by GBRMG to those persons who wish to be accredited as a supporter.

Term means the period commencing on the date of signing this agreement by both parties and expiring upon Council's acceptance of the post event debrief report in accordance with clause 3.9.

Venue capacity means the maximum number of participants for the clubs competition as determined by GBRMG and the Club.

1.2. Interpretation

1.2.1. Words denoting the singular number only shall include the plural and vice versa and every gender shall include any other gender and words denoting individual persons shall include legal entities.

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1.2.2. Every covenant agreement or obligation expressed or implied in this agreement by which two or more persons (individuals, organisations or other legal entities) agree or a bond shall bind those persons and every two or more of them jointly and each of them severally and every provision expressed or implied in this agreement which applies to two or more persons shall apply to those persons and every two or more of them jointly and each of them severally.

1.2.3. A reference to any clause, sub clause or schedule without further designation shall be construed as a reference to the clause, sub clause or schedule of this agreement so numbered.

2. OBLIGATIONS OF GBRMG

GBRMG agrees that it will:

2.1. Marketing

2.1.1. Promote, publicise and market the Games throughout Queensland, Australia, New Zealand and other countries as it considers appropriate.

2.1.2. Provide advertising material to the club to market and promote the Games through publications where practical.

2.1.3. Provide posters, entry forms (incorporating detail as agreed to between GBRMG and the club) and other promotional materials to the association.

2.1.4. Arrange for regular media releases on relevant matters that will encourage and promote coverage before, during and after the Games.

2.1.5. Design and maintain a website www.gbrmg.com.au to market the Games and provide information on a range of topics to assist in attracting participants.

2.1.6. Arrange the production and sale of games official merchandise.

2.2. Registrations/Accreditations

2.2.1. Receive all registrations payable in relation to the Games via an "Online Only" registration system, record all necessary information for Games requirements and forward registration details to the club.

2.2.2. Provide official accreditation for:

2.2.2.1. all accredited persons, competitors, non-playing officials and supporters; and

2.2.2.2. club officials as advised in writing to GBRMG by the association.

2.2.3. At the request of, and after consultation with the association, close registration on a mutually agreed date for those the clubs competitions or components of the clubs competitions where the participant entries are equal to or greater than the venue capacity for the clubs' competition or as otherwise required.

2.3. Insurances

2.3.1. Arrange and maintain public liability insurance cover for GBRMG to cover any circumstances which may arise as a result of GBRMG fulfilling its obligations under this agreement.

2.4. Games Hub and Official Functions

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2.4.1. Plan and establish a games hub incorporating food and beverage outlets, hospitality areas and entertainment.

2.4.2. Organise all official functions including a welcoming ceremony or official opening and closing ceremony or farewell party.

2.5. Clubs Matters

2.5.1. Assist the club with securing suitable venues for the conduct of the clubs competition and Games' functions.

2.5.2. Provide suitable medallions or prizes ("medals") for place getters in the clubs competition, to the club. The first, second and third medals will be provided for the first three place getters (including all members of a team) in each event and age category. In the case of a draw or dead heat then the first three persons or teams are awarded medals and where the clubs do not have third place playoffs the club may choose to award two third places.

2.5.3. The numbers of medals to be provided for each agreed event in the clubs competition is attached in Schedule 2.

2.5.4. Conduct regular club convenor meetings with the club in accordance with Schedule 3.

2.5.5. Consult with and keep the club informed regarding the promotion, planning and conduct of the Games, and include club considerations when appropriate.

2.5.6. Obtain written permission from the club before using or reproducing its logos, names or trademarks.

2.5.7. GBRMG will arrange the delivery, setup and placement of all Games signage, including sponsorship signage. Club sponsors sourced by and benefiting the club **only,** shall arrange their own installation of signage and this signage shall not be more prominent than GBRMG signage at the host venue.

2.6. Finances and Reporting

2.6.1. Collect games fees, non-playing official's fees, supporter's fees and club fees in advance of the Games. Club fees are collected on behalf of the club.

2.6.2. Provide payments of club fees plus the applicable registrations reports (which include competitor data and amounts paid) to the club.

2.7. Payment Schedule

2.7.1. Conditional upon the club signing this agreement, GBRMG will pay the sum of $250 ("advance payment") to the club within one month of submitted this agreement.

2.7.2. No earlier than 18 January 2021 and conditional upon completion of the tasks detailed in schedule 3 (Marketing and Task List) to a level satisfactory to GBRMG, the club will receive 80% of the of the sport fees processed by GBRMG up until 6 May 2021, less monies already paid to the Club.

2.7.3. No earlier than 21 June 2021 and conditional upon receipt of a detailed post-Games debrief report in accordance with clause 3.9, GBRMG will pay to the club the balance of all the club fees due less monies already paid to the club.

2.7.4. Payment of the club fees under this clause 2.7 are to be made by electronic funds transfer into the club's nominated bank account within 30 days of the above nominated dates.

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2.7.5. GBRMG may vary the amount of the payments if income from the club fees dictates this requirement.

3. OBLIGATIONS OF THE CLUB

The club agrees that it will:

3.1. Affiliations/Sanctioning

3.1.1. Be affiliated with or recognised by the body responsible for the administration and development of its relevant club endeavour, or masters/veterans component thereof in Queensland, and supply appropriate documentation to support this status if requested by GBRMG staff.

3.1.2. Have the endorsement or sanctioning of their state and national association, to deliver a club competition as part of the GBRMG, as negotiated with GBRMG except for; if the club is a not for profit organisation providing a host venue on behalf of a sport or various sports.

3.1.3. Any such endorsement or sanctioning under clause 3.1.2 shall include the extension of any national insurance scheme cover for any club Injury or Public Liability/Professional Indemnity Insurance policies for members of that club or association and its affiliates who are accredited persons. Evidence of this endorsement must be submitted to GBRMG when the club signs this agreement.

3.2. Programming and Delivery

3.2.1. Deliver a competition which is open to mature age participants; regardless of membership, affiliation, or skill level and experience (except where issues of health and safety apply).

3.2.2. The club must set its minimum age requirement for a Masters age-appropriate competition.

3.2.3. Ensure that no part of the club competition is scheduled so that it may restrict participants from attending either the welcome or closing event, and where possible avoid coinciding with other GBRMG activities.

3.2.4. Recruit and train all officials and volunteers necessary to deliver the club competition at the clubs' own expense.

3.2.5. Have the capacity to host an event of at least a state championship standard for the club competition.

3.2.6. Have access to a venue of a suitable standard within the Cairns region and if requested by GBRMG staff, provide evidence of appropriate bookings and permits. The club must pay all associated costs required to conduct the club competition to the standard expected of a state championship. Such a venue must include a suitable facility for the treatment of injuries by the club's first aid staff.

3.2.7. Provide an appropriate level of first aid cover and service, including the provision of reasonable areas for the treatment of injuries. The cost of the clubs first aid staff and supplies is the responsibility of the club.

3.2.8. Purchase and/or hire all equipment at the club's own expense required to conduct the club competition.

3.2.9. Provide parking facilities for competitors, and designated parking for VIP's, media, GBRMG staff and others that may attend the club competition.

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3.2.10. Ensure that free access to any competition venue/s is given to all competitors, supporters, other persons including VIP's, media and GBRMG staff.

3.2.11. Establish and provide to GBRMG, details of the process required for a competitor to initiate judiciary and appeals processes based on the principles of natural justice and fair play in the spirit of the Games.

3.2.12. Present medals to placegetters who finish 1st, 2nd or 3rd in their club competition in accordance with the sporting codes most favoured competition style, agreed to by GBRMG.
The club must complete Table 2 in Schedule 2 of this agreement to inform and submit to Council by no later 31 March 2020.

3.2.13. The club may, at its own expense, additional trophies or awards, including prize money, over and above the medals or prizes provided by GBRMG, provided that prior agreement in writing has been obtained by the club from GBRMG.

3.2.14. Should a conflict occur between the club and another organisation participating in the Games which wants to use the same venue or conduct similar events or activities which may clash on the same date, the matter will be determined by GBRMG in its sole discretion. The decision made by GBRMG will be final and binding and the club agrees to accept such decision without any rights to make any form of claim, demands, or otherwise against GBRMG in respect of its decision.

3.2.15. GBRMG reserves the right to appoint official Games engraving and photography services to cover all club competitions. If the club wishes to contract their own engravers and/or photographers, in addition to the Games official service provider, the club may do so at their own cost.

3.3. Standards for Conduct

3.3.1. The club, in conducting the club competition or any business relating to the Games, **must:**

3.3.1.1. act honestly, competently and reasonably;

3.3.1.2. demonstrate a high standard of workplace behaviour and personal conduct;

3.3.1.3. treat all competitors, supporters, other accredited persons including VIP's, media and GBRMG staff with respect and courtesy;

3.3.1.4. comply with any lawful and reasonable direction given by GBRMG;

3.3.1.5. act respectfully and promptly when dealing with requests or enquiries from GBRMG;

3.3.1.6. attend meetings called by GBRMG at the specified time, unless prior notice of non-attendance has been given to GBRMG;

3.3.1.7. deliver the club competition in a business-like manner; and

3.3.1.8. handle any complaints from competitors, supporters, other accredited persons including VIP's, media and GBRMG staff in a professional and prompt manner.

3.3.2. The club, in conducting the club competition or any business relating to the Games, **must not:**

3.3.2.1. do or permit anything that might adversely or reflect unfavourably upon the business or reputation of GBRMG or the premises;

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3.3.2.2. conduct themselves in such a manner as to cause any damage to the reputation of GBRMG or of the premises itself; or

3.3.2.3. publicly criticise GBRMG in relation to the Games nor may it criticise the premises, unless it is permitted or obliged by law to do so.

3.3.3. The club must follow all reasonable and lawful directions given by GBRMG regarding the Games or the club competition.

3.4. Management of the Club Competition

3.4.1. The club must undertake all due diligence to ensure the requirements of the club competition are met; including but not limited to:

3.4.1.1. approvals, licenses, permits and temporary event infrastructure; and 3.4.1.2. providing evidence of the same to Council's satisfaction no later than 48 days prior to the club competition commencing.

3.4.2. Appoint a person, to be identified as the 'club convenor' (refer to schedule 1) who has the authority to attend meetings and make decisions on behalf of the club, in matters pertaining to the Games and the club competition. The club must advise GBRMG in writing of any changes to the appointment of the club convenor.

3.4.3. Appoint at least one other person, who in conjunction with the 'club convenor' shall be actively involved in the delivery of the club competition. The appointment of these persons must be advised in writing to GBRMG upon execution of this agreement.

3.5. The Clubs Promotions

3.5.1. Include the promotion of the GBRMG 2021 on their official event calendar/s (website, social media platforms, hard-copy) and publicise the club's participation in the Games to its members through its newsletters, journals and other publications.

3.5.2. Prepare and arrange for the printing of the contents of the official club competition program at the club's own expense to be supplied to each competitor and non-playing official for that club or association, at no cost to the competitor and non-playing official. The club must submit a draft program to GBRMG for approval prior to printing.

3.5.3. Provide GBRMG with a list of other club events and contacts for promotional opportunities for the Games and the club competition as set out in schedule 3 and assist in the distribution of GBRMG promotional material at these events.

3.5.4. Obtain written permission from GBRMG before using or reproducing the Games logos, name or trademarks.

3.5.5. As part of its normal communications, mail to all appropriate members and contacts promotional and marketing materials supplied to the club by GBRMG. A minimum of three (3) direct mail or email campaign to all members is required.

3.5.6. The club may offer the clubs merchandise for sale at the host venue provided that this merchandise does not compete with Games Official Merchandise. Merchandise ranges must be approved by the GBRMG coordinator.

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3.5.7. The club must ensure competition results and summaries are prepared during the club competition and provided to GBRMG on at least a daily basis, in an electronic format.

3.5.8. Produce club competition programs, information and draws to a level that is expected state championship.

3.5.9. Advise GBRMG of any good news or promotional stories pre, during and post Games, for distribution.

3.6. Functions and Catering

3.6.1. The club may host functions related to the Games at its own cost, subject to approval from GBRMG.

3.6.2. Unless otherwise provided or arranged by GBRMG, the club is to make available for purchase; suitable food and beverages during and if desired, following the clubs daily competition. Any social functions at the host venue are to conclude no later than one hour prior to the starting time of any official social functions.

3.6.3. Support the games hub by assisting in the conduct and promotion of all ceremonies and social functions associated with the Games.

3.7. Finances and Reporting

3.7.1. The club is responsible for setting the sports fee, in agreement with the GBRMG. The sports fee must suit the web based registration system and GBRMG reserves the right to amend the sports fee structure to suit the web based registration system, so long as any adjustments do not negatively affect the sports income from club fees.

3.7.2. GBRMG does not guarantee the financial success of the Games. GBRMG is not responsible for any debts incurred or loss of income for the club in relation to the club's involvement in the Games.

3.8. Review of Plans

3.8.1. Undertake regular reviews of planning progress and provide reports as requested by GBRMG. Such reviews shall consider participation targets, promotions, the club's first aid requirements, medal numbers and the club competition on a regular basis and provide details of any amendments at the first opportunity.

3.8.2. The club program, schedules, draws, competition hours, venues and additional functions are subject to approval by GBRMG.

3.9. Post Event Debrief

3.9.1. No later than one (1) month after the Games, the club must attend a post event debrief with GBRMG at a time reasonably nominated by GBRMG.

3.9.2. the club must present to Council at the post event debrief, a report detailing:

3.9.2.1. participation figures;

3.9.2.2. revenue raised;

3.9.2.3. information of any incidents;

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3.9.2.4. a copy of advertising, signage and other promotion material used in respect of the Games;

3.9.2.5. a summary of event highlights; and

3.9.2.6. a summary of improvements for future Games.

3.10. Marketing and Task List

3.10.1. Undertake and agree to comply with the requirements set out in schedule 3 on the dates set out unless otherwise agreed in writing with GBRMG.

4. SPONSORSHIP

4.1. Subject to sponsorship agreements that the club has in place as part of its usual operational activities, the club will not enter into any sponsorship agreements or arrangements specific to the Games or the club competition without prior written approval of GBRMG.

4.2. If approved, GBRMG will provide rights to the club to secure sponsorship for its component of the Games or the club competition. Under no circumstances will another Masters Games in competition with the Games be permitted to become a sponsor of GBRMG or a particular club competition during the Games. GBRMG will make its best endeavours to assist the club in attracting sponsorship as part of the overall games sponsorship activities. GBRMG reserves the right to source and secure club specific sponsorship.

4.3. Where requested, the club shall arrange to provide space for GBRMG sponsor signage and advertising at all venues and assist GBRMG in the delivery of all benefits to sponsors, e.g. promotional opportunities and invitations to functions. In the event that the venue to be used by the club does not allow compliance with this undertaking, GBRMG is to be advised immediately.

5. RISK MANAGEMENT

5.1. The club accepts and warrants that it has the abilities and resources required to plan and deliver a suitable club competition as part of the Games, and that knowledge includes an understanding of risk management practices and the liabilities involved in delivering a Club Competition.

5.2. The club must submit a risk assessment and risk management plan ("RMP") including evacuation plan and emergency meeting points at club venue by 16 April 2021. See example in Schedule 4.

5.3. The RMP should identify and address risks that the club will be exposed to in the conduct of the games competition. The RMP should demonstrate how the identified risks will be mitigated.

6. INSURANCE

6.1. The club must maintain a policy of insurance, in the clubs name and at the clubs cost for the following risks:

6.1.1. Public liability insurance, noting the interests of Cairns Regional Council trading as Great Barrier Reef Masters Games (including its employees, agents and volunteers) and citing Council's ABN 24 310 025 910 on the certificate, of no less than $20,000,000 (twenty million dollars);

6.1.2. Work Cover insurance under the *Workers Compensation and Rehabilitation Act 2003* (QLD); and

6.1.3. Personal accident and injury to competitors, non-playing officials, supporters, persons, spectators, officials and volunteers involved in the club competition and Games.

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6.2. The club must provide to GBRMG, no later than one (1) month prior to the start of the club competition, a certificate of currency for each policy required to be affected under this agreement. Should the club not take out the necessary insurance until the due date of one (1) month prior to the start of the club competition, a cover letter from the insurer detailing the club's intention to take out the insurance is required.

6.3. The club must maintain the insurance policies referred to in clause 6.1 throughout the term and will use its best endeavours to maintain the insurance policies for a period of not less than 6 months after the termination of this agreement.

6.4. The club must comply, at its own expense, with all insurance, sprinkler and fire alarm regulations as they relate to the venue.

7. INDEMNITY

7.1. The parties hereby indemnify and agree at all times to keep each other, their officers, servants and agents indemnified from and against all actions, suits, causes of actions, proceedings, claims, demands, costs and expenses of any kind however arising, that the party, its officers, servants or agents may directly or indirectly sustain or incur as a result of this agreement, including but not limited to:

7.1.1. any loss sustained as a result of any breach of this agreement by the other party;

7.1.2. any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the other party or its officers, employees, agents, independent contractors, volunteers, invitees, assigns and successors in title; and

7.1.3. any loss or damage to property or injury to or death to any person caused or resulting from the other party's fulfilment of its obligations under the agreement.

7.2. This clause continues to apply after the termination/cessation of this agreement until end May 2026.

8. FORCE MAJEURE

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of a party, that party is unable to perform in whole or in part any obligation under this agreement (other than an obligation to pay money), that party will be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and will not be liable to the other party in respect of that liability.

9. CONFIDENTIALITY

Neither party may make any public announcement or disclosure in relation to this agreement nor the transactions contemplated by it other than as required by law or to its professional advisers for the purpose of obtaining professional advice, without the prior written consent of the other party.

10. NOTICES

10.1. Delivery of Notice

Notice under this agreement can be given in any of the following ways:

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10.1.1. By delivering it or posting it to the address stated in schedule 1;

10.1.2. By courier or hand delivery to the representative nominated in schedule 1; and

10.1.3. By electronic mail (e-mail) to the address stated in schedule 1.

10.2. Time of Notice

A notice sent by post is to be treated as given two (2) business days after the notice was posted. A notice given by facsimile or e-mail is to be treated as given as soon as the sender receives an error free transmission report. If that notice is received outside of normal business hours, the notice is to be treated as having been given at the beginning of the next business day. A notice given by courier or hand delivery is to be treated as given as soon as person to person delivery has occurred.

11. WARRANTIES

11.1. GBRMG warrants to the club that:

11.1.1. It has the power and capacity to grant all the rights under this agreement;

11.1.2. It has all the government licenses, permits and other authorisation/s to conduct the Games as contemplated under this agreement; and

11.1.3. GBRMG's trademarks, logos and the name "Great Barrier Reef Masters Games" do not infringe the trademarks, trade names or other rights of any person.

11.2. The club warrants to GBRMG that:

11.2.1. It has the power, capacity and the authority of its board members and/or organisation to enter into and perform its obligations under this agreement;

11.2.2. In relation to the club competition, it will obtain and hold at the relevant times the licences, permits and authorisations necessary to stage the club's competition; and

11.2.3. The club trademarks, logos and name used by the club to describe the club for which it is responsible do not infringe the trademarks, trade names or other rights of any person.

12. TERMINATION

12.1. The agreement will continue for the term unless it is terminated earlier by:

12.1.1. mutual agreement in writing between the parties; or

12.1.2. otherwise in accordance with this agreement,

provided that all terms expressed to apply after the termination of this agreement will continue to apply after termination of this agreement.

12.2. Either GBRMG or the club may terminate this agreement for reasons of non-compliance by the other party with any of the conditions contained within the agreement.

12.3. If the club fails to comply with its obligations regarding insurance under clause 0, GBRMG may terminate this agreement, effective immediately, by issuing a notice in writing.

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12.4. GBRMG may by notice in writing to the club terminate this agreement with immediate effect if the Club does any act or omits to do any act that in the reasonably held opinion of GBRMG is likely to bring GBRMG or the Games into disrepute, reflect unfavourably on GBRMG and/or the Games or its reputation or is inconsistent with the aims of GBRMG or the Games.

12.5. Should termination be considered necessary the Club acknowledges that it will have no claim against GBRMG at law or in equity for loss or inconvenience in consequence thereof.

12.6. Termination of this agreement shall be without prejudice to the rights of any party against any other party for any antecedent breach of this agreement.

13. COSTS

13.1. Each party shall be responsible for all costs of and incidental to the preparation and execution of this agreement.

14. NON-COMPLIANCE

Should either party fail to reasonably address its obligations as set out in this agreement, the non-offending party may take whatever actions it deems necessary, including the withholding of monies and such other rights as it may have, to ensure any outstanding obligations are addressed. Any monies withheld will be paid in full, within seven (7) days of a dispute being resolved.

15. GOVERNING LAW

This agreement is governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

16. RELATIONSHIP OF THE PARTIES

16.1. This agreement does not create a relationship of employment, agency, joint venture or partnership between the parties.

16.2. Notwithstanding clause 16.1, GBRMG will act as an agency on behalf of the club for the collection and forwarding of club fees only, in accordance with clause 2.6.1.

[APPENDIX FOLLOWS]

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EXECUTED as an agreement on this fifth **day of** May **2020.**

EXECUTED and DELIVERED on behalf of **CAIRNS REGIONAL COUNCIL T/AS GREAT BARRIER REEF MASTERS GAMES ABN 24 310 025 910** in accordance with section 33(8) of the *Business Names Registration Act 2011* and pursuant to *Local Government Act 2009* (Qld), by its delegate, who certifies he/she is the proper officer to execute this agreement:

.....

Robyn Holmes | Manager Marketing and Communications, Cairns Regional Council

7/5/20

Date

.....

Witness Signature

Sarah Campbell

Witness name

EXECUTED BY **MASTERS SWIMMING QUEENSLAND INC.**
ABN 15 804 399 838 in accordance with its Constitution and section 127 of the *Corporations Act 2001*:

Cheryl Adriane Brodribb

Full name of President

C A Brodribb

Signature of President

Date: 5/05/20

Christina Scolaro

Witness name

C M Scolaro

Witness signature

Date: 5/05/20

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SCHEDULE 1 – CONTACT DETAILS

GBRMG Coordinator contact details:

Name:	Sarah Campbell
Phone:	(07) 4044 3090
Mobile Phone:	0429 598 603
Postal Address:	PO Box 359, Cairns QLD 4870
Email Address:	s.campbell2@cairns.qld.gov.au / gbrmasters@cairns.qld.gov.au

Club details:

Name of the club:	Masters Swimming Queensland
Postal address:	PO Box 1279, CAPALABA BC. Queensland 4157
Office phone number:	0416 955 011
Email address:	admin@mastersswimmingqld.org.au
Name of bank:	s.47(3)(b) | Sch 4 Pt 3 s.(2)
BSB:	
Account number:	
Account name:	
ABN /ACN:	15 804 399 838
Registerer for GST (Y or N): NB: if yes, GST will be included in the specific club fee	Y

Club convenor and additional representative contact details:

Name:	Cheryl Brodribb
Phone:	s.47(3)(b) | Sch 4 Pt 4 s.(6)(1)
Position:	**MSQ President**
Email Address:	s.47(3)(b) | Sch 4 Pt 4 s.(6)(1)
Polo shirt size:	**20/22**

Name:	Christina Scolaro
Phone:	s.47(3)(b) | Sch 4 Pt 4 s.(6)(1)
Position:	**MSQ Branch Administrator**
Email Address:	**admin@mastersswimmingqld.org.au**
Polo shirt size:	**12**

Club media / marketing / promotions contact details (if different from above):

Name:	Cheryl Brodribb
Phone:	All As Above
Position:	
Email Address:	
Polo shirt size:	

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SCHEDULE 2 – CLUB INFORMATION

DISCLAIMER - This information is provisional and subject to change as the Games planning develops.

Table 1: Proposed club competition (age and grade divisions), dates, times including am or pm (attach further pages if necessary)

Venue: Tobruk Memorial Swimming Pool, 370 Sheridan Street, Cairns Q 4870

Minimum age for athletes: 18 years as at 20th May 2021.

EVENT	GENDER	AGE GROUP	DATE	TIME
Please see attached				

Table 2: Numbers of gold, silver and bronze medals required for all events

AGE / DIVISION	GOLD	SILVER	BRONZE
Please see attached			

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TOTAL			

SCHEDULE 3 – MARKETING AND TASK LIST

	Club Responsibility	Due Date	Complete?
	Initial Sports Convenor meeting (compulsory)	No required	
	'Follow' Great Barrier Reef Masters Games Facebook page through the clubs Facebook page. Provide GBRMG with your social media handles.	Date of contract	
	Identify local, state, national and international Masters events that involve participants from your club, to assist with GBRMG promotion and club requirements. Advise GBRMG Coordinator via email.	Ongoing	
	CONTRACTUAL MILESTONE: Final date to return completed contract (including all events, times and locations, number of medals as per Schedule 2), evidence of sanctioning	31 May 2020	
	Check current insurance and advise if dates do/do not yet cover the Games period	31 May 2020	
	Include GBRMG information (including logos, registration link and images) in all newsletters and publications that are sent locally, intrastate, interstate and overseas. Provide GBRMG with the schedule of your club's emails, and gain GBRMG approval on all material.	Ongoing. Give newsletter dates by end June 2020	
	Add GBRMG information to your club website, including logo and 2017 pictures as provided	30 June 2020	
	Meet with GBRMG Coordinator to fill our your sport's competition and programming details direct on the GBRMG website	3 July 2020	
	Pre-registrations Sports Convenor meeting (compulsory)	Early Aug. 2020	
	Collect signage from GBRMG Coordinator	Prior to 20 Aug '20	
	Display GBRMG signage at venue as provided	Upon receipt	
	REGISTRATIONS OPEN	**TBC (Aug/Sep)**	
	Email your database when registrations are open for GBRMG 2021	As above	
	Make contact with the state and national organisations for your sport, promoting your sport at the GBRMG (send registration flyer): Tas ☐ Victoria ☐ NSW ☐ ACT ☐ SA ☐ WA ☐ NT ☐ National	31 August 2020	
	Provide to GBRMG a list of websites, social media groups and magazines that participants in your sport may read/visit, to assist GBRMG in advertising avenues	30 September 2020	
	Sports Convenor meeting before super early bird registrations close (compulsory)	Early November 2020	

	Post specific images FROM GBRMG 2019 on your website and social media pages, as requested by GBRMG	Ongoing	
	6 months to go promotion via email, newsletter and all social media channels (suggest 6-7pm for social media, include sport specific imagery)	20 November '20	
	5 months to go promotion via email, newsletter and all social media channels (suggest 6-7pm for social media, include sport specific imagery)	21 December '20	

	Club Responsibility	Due Date	Complete?
	Send email, newsletter and social media posts (including sport specific imagery from 2019) at least one week prior to Super early bird registrations end (specify prize offered)	Week commencing 21 December '20	
	Distribute sport flyers at all events and game days	Ongoing	
	4 months to go promotion via email, newsletter and all social media channels (suggest 6-7pm for social media, include sport specific imagery)	20 January 2021	
	Send out Expression of Interest to all volunteers (can use GBRMG on resume, each sport has 4 social passes to give out)	5 February 2021	
	3 months to go promotion via email, newsletter and all social media channels (suggest 6-7pm for social media, include sport specific imagery)	19 February 2021	
	Sports Convenor meeting (compulsory)	End March 2021	
	2 months to go promotion via email, newsletter and all social media channels (suggest 6-7pm for social media, include sport specific imagery)	19 March 2021	
	Send email, newsletter and social media posts (including sport specific imagery from 2019) at least one week prior to Early bird registrations ending. CONTRACTUAL MILESTONE: as per section 3.5.5 a minimum number of direct mails must be sent.	24 March 2021	
	Provide GBRMG via email how results will be managed and how GBRMG Games Hub can access the results during competition.	26 March 2021	
	Final competition draw to be approved by GBRMG	30 March 2021	

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	Early bird registrations end	31 March 2021	
	Compile interesting stories about your club, registrants, and statistics. Put story and photos on website and social media channels.	April 2021 (weekly ongoing)	
	Provide details of First Aid provider and facilities, to GBRMG via email	2 April 2021	
	Provide list of officials and volunteers to GBRMG via email	9 April 2021	
	CONTRACTUAL MILESTONE: Ensure GBRMG have the following: Risk Assessment (see Schedule 4 for template if required) Venue Emergency Evacuation Plan Certificate of Currency/Insurance Cover Letter	16 April 2021 ☐ ☐ ☐	
	1 month to go promotion via email, newsletter and all social media channels (suggest 6-7pm for social media, include sport specific imagery)	20 April 2021	
	Club Responsibility	**Due Date**	**Complete?**
	CONTRACTUAL MILESTONE: latest date to provide to GBRMG your certificate of currency for insurance (as per section 6.2)	20 April 2021	
	Send email, newsletter and social media posts (including sport specific imagery from 2019) at least one week prior to registrations closing	Week commencing 26 April 2021	
	REGISTRATIONS CLOSE	6 May 2021	
	Final Sports Convenor meeting (compulsory) – collect medals and volunteer apparel if applicable	14 May 2021	
	Announce your competition's draw via email, newsletter and all social media channels. Update club website. Promote one week to go!	17 May 2021	
	FIRST OFFICIAL DAY OF COMPETITION	**20 May 2021**	
	Date available for club to host own social event if required	23 May 2021	
	CONTRACTUAL MILESTONE: Provide GBRMG with post event debrief report (including all items in section 3.9.2)	23 June 2021	

* dates amended 2/4/2020 due to COVID-19

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GBRMG Responsibility	Due Date
GBRMG registrations open one year out from 2021 competition	TBC
Provide a file of logos and templates to use through promotion of your club competition	Within one week of contract date
Provide promotional t-shirts to teams travelling interstate (at Council's discretion)	As required
Provide flyers specific to your sport	Within two weeks of contract
Provide venue specific signs per sport	Within one month of contract
Provide template for Risk Management Plan	With contract
Provide medals to sports as requested	Start May 2021
Organise opening march in, opening party, Friday social night and closing party	20-23 May 2021

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SCHEDULE 4 – RISK ASSESSMENT TEMPLATE

Name of Event: Great Barrier Reef Masters Games **Exact Location of Event: 370 Sheridan Street, Cairns North Q 4870**
Date/s and times of event: Thursday 20th May 2.00pm, Friday 21st May 8.30am, Saturday 22nd May 8.00am. Responsible person: Cheryl Brodribb

Issue	What could go wrong?	What to do onsite?	Prevention	Risk Rating
Bomb threat	Threat or actual explosion causing death or serious injury	Follow Tobruk Pool Management Instructions	Out of our control. Be watchful.	H E5
Crowds	Accidents and injuries to guests in the crowd	Call Medic, assess, call ambulance if instructed by Medic.	Make sure any leads are covered and taped down. Marquees are well secured. Walkways are free of obstructions and trip hazards	M C2
Difficult guests	Unauthorised entry leading to disruption and potential physical violence	Call pool security and follow their advice.	Try to assess any difficulties before they happen.	L D1
Equipment related injury	Injury from equipment used during competition	Call Medic, assess, call ambulance if instructed by Medic.	Make certain lane ropes are tight, no loose ends, or cracked lane ropes. Starting equipment is appropriately installed.	M C2
Fire	Damage to property or equipment. Injury or death to persons on the premises	Follow Tobruk Pool management Instructions.	Out of our control. Be watchful.	H E4-5
Food service	Food poisoning	Call Medic, assess, call ambulance if instructed by Medic.	Follow appropriate food hygiene and handling regulations	L D2
Staff	Staff and volunteers don't turn up	Call for other helpers.	Confirm with all volunteer's previous day.	L C1

Issue	What could go wrong?	What to do onsite?	Prevention	Risk Rating
Money	Theft	Call Police.	Be mindful of where any money is kept.	L D1
Force Majeure	Natural disaster that is out of your control i.e. Earth Quake, Tsunami etc.	Follow Tobruk Pool management Instructions.	Out of our control.	H E 4-5
Inclement weather	Rain / extreme heat	If thunder and lightning, call all swimmers out of the pool and follow Tobruk Pool management instructions. Keep hydrated for heat.	Out of our control. To guard against effects of extreme heat competitors and volunteers encouraged to wear a hat, maintain fluid intake, apply and re-apply sunscreen and keep in shade (where possible)	M C2 (lightning strike would potentially be higher consequence)
Major injury	e.g. Heart attack, broken bone	Call Medic, assess, call ambulance if instructed by Medic.	Make sure no slippery spots around pool deck and in amenities. Ensure walk ways are free from obstructions and trip hazards. Lifeguard on duty at all times?	H C3
Minor injury	e.g. sprain, cut, heat exhaustion, heat stroke, fainting and sunburn	Call Medic, assess, follow Medics instructions.	Remind all to keep hydrated, practice sun safe behaviours, be careful on steps. Ensure walkways are free from obstructions and trip hazards	M C2
Pipe rupture	e.g. sprinkler piped pierced from marquee peg	Make sure there are no pipes under where putting Marquees.	The Marquees are mostly set up on concrete.	L E1
Power	Electrocution when power is being installed	Make sure all leads have been tested - (PAT tested?) and not in any water.	Only use tested leads.	H D4-5
Power shortage	Power goes out in the middle of an event	Always have stop watches going as well as timing system.	Make sure all stop watches are fully charged.	L D1
Vehicles	Collision risk with vehicles and personnel/pedestrians on the event site	There will be no vehicles on the event site.	Remind all to be careful in the car park	L Possibly N/A

Cancelation	Event is cancelled	This would only be if severe thunderstorms. Follow Tobruk Pool management instructions	Do not let swimmers in the water.	L E2 lightning strike would potentially be higher consequence

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RISK ASSESSMENT TABLES

LIKELIHOOD

How likely is it to occur?

Level	Descriptor	Example Detail Description
A	Almost certain	Is expected to occur in most circumstances
B	Likely	Will probably occur in most circumstances
C	Possible	Might occur at some time
D	Unlikely	Could occur at some time
E	Rare	May occur but only in exceptional circumstances

CONSEQUENCE

What is likely to be the impact ?

Level	Descriptor	Example Detail Description
1	Insignificant	• No injuries • Low financial loss
2	Minor	• First aid treatment • On-site release of chemical immediately contained • Temporary halt of event • Medium financial loss
3	Moderate	• Medical treatment required • On-site release of chemical contained with outside assistance • Temporary halt of event requiring outside assistance (e.g. specialised maintenance, fire, police) • High financial loss
4	Major	• Extensive injuries • Loss of production capability • Off-site release of chemical with no detrimental effects • Halt of event requiring investigation and outside assistance (e.g. fire, police, ambulance, SafeWork SA) • Major financial loss
5	Catastrophe	• Death • Toxic release off-site with detrimental effect • Halt of production with investigation and potential prosecution (e.g. fire, police, ambulance, SafeWork SA) • Catastrophic financial loss

RISK ASSESSMENT MATRIX

RISK RATING

The risk matrix determines a 'risk rating', based on the likelihood and consequence of risk.

	CONSEQUENCE				
LIKELIHOOD*	Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophe 5
A (Almost certain)	H	H	E	E	E
B (Likely)	M	H	H	E	E
C (Possible)	L	M	H	E	E
D (Unlikely)	L	L	M	H	H
E (Rare)	L	L	M	H	H

RATINGS

E = Extreme risk: immediate action required
H = High risk: senior management attention needed
M = Moderate risk: management responsibility must be specified
L = Low risk: manage by routine procedures

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Cairns REGIONAL COUNCIL

ACCOUNTS PAYABLE PAYMENT REQUEST FORM

PAYEE DETAILS

Payee Name: Masters Swimming Queensland

Address Line 1: PO Box 1279

Address Line 2: Capalaba BC QLD 4157

Phone: 0438 647 888 Email Address: admin@mastersswimmingqld.org.au

PAYMENT DETAILS

Please ensure supporting documentation of bank details are attached

Bank Account Details

Account Name: Masters Swimming Queensland

BSB [redacted]

Account Number

PAYMENT REASON

Please detail and attach supporting documentation such as Tax Invoice, Receipts etc.

Initial payment for 2021 Great Barrier Reef Masters Games

AMOUNT OF PAYMENT

GST Exclusive	GST	TOTAL	GL account/Project code
250.00	0	250.00	Project PMD9242, Account 63191
TOTAL AMOUNT TO BE PAID INCL GST		250.00	If GST is included in the amount please ensure a Tax invoice is attached

SIGNATURES

COUNCIL OFFICER REQUESTING PAYMENT - Please PRINT NAME AND SIGN

Signature: [signature] Payroll Number: 03238 Date: 21 / 7 / 20

COUNCIL OFFICER AUTHORISING PAYMENT - Please PRINT NAME

Name: Sarah Campbell Payroll Number: 07182 Date: 21 / 07 / 2020

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Cairns REGIONAL COUNCIL

ACCOUNTS PAYABLE PAYMENT REQUEST FORM

PAYEE DETAILS

Payee Name: Masters Swimming Queensland

Address Line 1: PO Box 1279

Address Line 2: Capalaba BC QLD 4157

Phone: 0438 647 888 Email Address: admin@masterswimmingqld.org.au

PAYMENT DETAILS

Please ensure supporting documentation of bank details are attached

Bank Account Details

Account Name: Masters Swimming Queensland

BSB: s.47(3)(b) | Sch 4 Pt 3 s.(2)

Account Number: [redacted]

PAYMENT REASON

Please detail and attach supporting documentation such as Tax Invoice, Receipts etc.

Great Barrier Reef Masters Games 80% of sport fee payment as of 6/5/2021

AMOUNT OF PAYMENT

GST Exclusive	GST	TOTAL	GL account/Project code
12,594		12,594.00	PMD9242/10/61129/1100
TOTAL AMOUNT TO BE PAID INCL GST		12,594.00	If GST is included in the amount please ensure a Tax invoice is attached

SIGNATURES

COUNCIL OFFICER REQUESTING PAYMENT - Please PRINT NAME AND SIGN

Signature: [signature] Payroll Number: 07637 Date: 06 / 05 / 2021

COUNCIL OFFICER AUTHORISING PAYMENT - Please PRINT NAME

Name: Sarah Campbell Payroll Number: 07182 Date: 06 / 05 / 2021

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Cairns REGIONAL COUNCIL

Address: 119-145 Spence St Cairns, Qld, 4870
ABN: 24 310 025 910
Telephone: 1300 69 22 47
Email: apenquiry@cairns.qld.gov.au

Remittance Advice

MASTERS SWIMMING QUEENSLAND INC
PO BOX 1279
CAPALABA BC QLD 4157
Australia

Payment No.: 013836
Date: 12/05/2021
Creditor Id: 11680

Page : 1 of 1

Date	***Reference***	***Description***	***Amount***
21 Jul 2020	JUL2020	Initial payment for 2021 GBRMG	250.00
6 May 2021	MAY2021	GBRMG - 80% Sport Fee Pymt	12,594.00

Payment Amount:AUD: **$12,844.00**

The Payment Amount has been transferred direct to the below bank account

BSB: s.47(3)(b) | Sch 4 Pt 3 s.(2)
Bank Account:
Amount: $12,844.00
Payment No.: 013836
Date: 12/05/2021

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From: Cheryl & Brian
To: Campbell Sarah
Subject: RE: reporting and payment
Date: Monday, 21 June 2021 6:15:57 PM
Attachments: GBRMG 6675370 - 1 - LIVE.DOCX

[External Email] This email was sent from outside or a non-trusted organisation - be cautious, particularly with links and attachments.

Hi Sarah,

Apologies for delay in replying.
Attached is report filled out.
Would love a games bag, etc., if you still have some. Can collect next week.
Look forward to 2023 games.

Would you have a bronze medal as one of our swimmers didn't collect hers?

Cheers,
Cheryl.

Sent from Mail for Windows 10

From: Campbell Sarah
Sent: Friday, 11 June 2021 10:07 AM
Subject: reporting and payment

Hi everyone
Thanks to the sports who attended last night, it is always lovely to sit down after the event when we are all relaxed and on the other side of the Masters Games.
For those that didn't attend I have certificates of appreciation for your organisation so I would like to drop these off to you at some point. Please let me know if you are ever near the Council offices (corner Spence and Draper Streets), or alternatively let me know what day/time is good for me to drop past your location.
Thanks to everyone for returning the GBRMG/TEQ banners/scrim. If any convenors did not receive a registration pack (bag, cup visor) either through registering as an athlete or picking up your medals please let me know.
I have attached the **post event report** that is required in our contract, can you please complete this by the end of this month – I will process your final registration payment once this has been received. If the convenors from each sport can work on this together it would be great to get points of view from different people working on the event.
Can you please advise how many medals you have left over – I don't need them back but whatever you do with them please make sure you maintain the integrity and prestige of the medals.
If you have teams/athletes/officials attending any national competitions or other Masters Games in 2021 or 2022 please let me know.
Some great stats that I have before we receive our TEQ report:

- 21% increase in registrations
- Over $138,000 in sports fee to be distributed to your clubs/associations (up from $84k in

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2017 to $112k in 2019)

- We still got 4 overseas competitors
- Duathlon was added to the Games
- Rugby increased by 300% as they ran an 8 team competition
- Athletics and basketball had a 25% increase
- Cycling, target pistol shooting, trail/road running each had a 50% increase
- Beach volleyball and swimming (nearly) doubled their numbers

Again, a massive congratulations to all of you for once again making this Masters Games the biggest and best ever. I'll be in touch at the start of 2022 to get the ball rolling for a May 25 2022 launch. In the meantime please put in your local, state and national calendars the 2023 Games from 25 – 28 May.

Cheers

Sarah

Sarah Campbell | Great Barrier Reef Masters Games Coordinator
Marketing & Communications | Cairns Regional Council
P: (07) 4044 3090 **M**: 0429 598 603 (event days)
E: s.campbell2@cairns.qld.gov.au | **W:** cairns.qld.gov.au
PO Box 359, 119-145 Spence Street, Cairns QLD 4870

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SPORT: Swimming

Main convenor: Cheryl Brodribb

Assistant convenor: Ted Bunt

ITEM	SPORT NOTES
Number of athletes you had predicted pre-event	140
Number of athletes that registered	280
Did your final numbers reach your expectations?	More than. Numbers exceeded our expectations.
How many athletes do you envisage will return in 2023 – please provide explanation	200 – have had great reports from competitors and many advised coming back in 2023.
Locations utilised	Tobruk Memorial Swimming Pool.
Notes on locations – proximity, state of playing surface etc	All swimmers loved the venue and facilities provided.
Number of volunteers on event day/s	12.
Number of volunteers involved including lead into event	17.
Records broken by athletes – attach separate page if required	Many Games, State, and some National records plus 2 Down Syndrome World Records.
Costs incurred by sport to put Games on (ie first aid etc) – attach separate page if required	Pool Hire: $8,715. Medics: $1,870. Underwood Party Hire: $297.30. These were our main expenses.
Marketing avenues utilised by sport (where did you promote your event)	Facebook, Instagram, MSQ & MSA websites, newsletters.
Do you know of any interstate/ international events during May 2023 that will affect your numbers?	National and State swim dates not set until 2022.

Are there any changes you have already identified for your event for 2023? Just some changes with offering our volunteers extra incentives. _____

_____

_____

_____

Were there any incidents or issues you encountered? Two small medical incidents treated by Medics. No further follow up required. _____

_____

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_____

_____

Please provide comment on behalf of your sport on the below items:

ITEM	COMMENT
Games fee price and inclusions	Good
Sport fee price	Good
Marketing checklist in contract	Good
Official merchandise range	Excellent
Athlete registration pack	Good
Registration hub	Excellent
Social nights	Great
Is there anything you need help from us in the future?	No, not currently.
Convenor registration reports – easy to use?	yes
Duration of GBRMG (should it be extended beyond 4 days?)	Maybe not.
Any other comments	Excellent working with all at GBRMG.

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Cairns REGIONAL COUNCIL

ACCOUNTS PAYABLE PAYMENT REQUEST FORM

PAYEE DETAILS

Payee Name: Masters Swimming Queensland

Address Line 1: PO Box 1279

Address Line 2: Capalaba BC QLD 4157

Phone: 0438 647 888 Email Address: admin@mastersswimmingqld.org.au

PAYMENT DETAILS

Please ensure supporting documentation of bank details are attached

Bank Account Details

Account Name: Masters Swimming Queensland

BSB: s.47(3)(b) | Sch 4 Pt 3 s.(2)

Account Number:

PAYMENT REASON

Please detail and attach supporting documentation such as Tax Invoice, Receipts etc.

GBRMG 2021 final sport fee payment

AMOUNT OF PAYMENT

GST Exclusive	GST	TOTAL	GL account/Project code
5541.00		5541.00	61129/PMD9242/61129/1100
TOTAL AMOUNT TO BE PAID INCL GST		5541.00	If GST is included in the amount please ensure a Tax invoice is attached

SIGNATURES

COUNCIL OFFICER REQUESTING PAYMENT - Please PRINT NAME AND SIGN

Signature: [signature] Payroll Number: 07637 Date: 30/06/2021

COUNCIL OFFICER AUTHORISING PAYMENT - Please PRINT NAME

Name: Sarah Campbell Payroll Number: 07182 Date: 30/06/2021

#5495572

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Cairns REGIONAL COUNCIL

Address: 119-145 Spence St Cairns, Qld, 4870
ABN: 24 310 025 910
Telephone: 1300 69 22 47
Email: apenquiry@cairns.qld.gov.au

Remittance Advice

MASTERS SWIMMING QUEENSLAND INC
PO BOX 1279
CAPALABA BC QLD 4157
Australia

Payment No.: 016740
Date: 07/07/2021
Creditor Id: 11680

Page : 1 of 1

Date	***Reference***	***Description***	***Amount***
30 Jun 2021	JUN2021	GBRMG 2021 final sport fee payment	5,541.00

Payment Amount:AUD: **$5,541.00**

The Payment Amount has been transferred direct to the below bank account

BSB: s.47(3)(b) | Sch 4 Pt 3 s.(2)
Bank Account:
Amount: $5,541.00
Payment No.: 016740
Date: 07/07/2021

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2025 Great Barrier Reef Masters Games (GBRMG)

Tobruk Pool Cairns

29 - 31 May 2025

Local Club: Cairns Legends Aussi Masters SwimmingClub (CLAMS)

Convenors: Cheryl BRODRIBB & Ted BUNT

The pool events for the swimming component of the GBRMG were at the Tobruk Memorial Swimming Pool, Sheridan Street, Cairns North. Belgravia, the Managers of the Pool and the Local Junior Swimming Club (Tobruk Swimming Club) assisted in the staging of this event.

EVENT DEBRIEF

- 219 competitors enjoyed the three (3) days of Competition at Tobruk Pool. Swimmers aged from eighteen to … our oldest female aged 88 and our oldest male aged 94 competed.
- Revenue raised:
  - Our governing body, Masters Swimming Queensland (MSQ Brisbane), received registration/fee from all competitors in the swimming events held at Tobruk Pool;
  - The CLAMS applied for and received a grant, $14,517.05, from the Community Benefit Fund. This grant covered the Pool Hire, Medics and Timing Equipment;
  - Council were notified in an email sent to Council on 23 May 2025, together with a copy of an email from Nic CARMICHAEL, Treasurer Masters Swimming Queensland, 23 May 2025 **(ATTACHMENT A)** where MSQ stated that the CLAMS should have entered into a Memorandum of Understanding to Profit Share with MSQ to share any profit/registration fees;
  - The only likelihood of a return for the CLAMS time, effort and energy is, MSQ Brisbane, will assess our request for Equipment and they may make a contribution. The CLAMS purchased items for the Carnival. The major purchase, apart from purchase of incidentals such as coffees/snacks for Officials over the three days competition, was the purchase of microphones for the event… $179 dollars. The Local Club has lost money. Our reward for the time and effort invested in the event by CLAMS was a small bouquet of flowers for Cheryl BRODRIBB and two six packs of beer.

- There was only one incident and Category5 Lifeguard Medic responded. A younger ‘fitter’ swimmer exerted themselves ‘above and beyond’ and tried for a record. The Medic responded and the swimmer continued racing in later events.

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- Promotional material used for the event included entries on our Masters Swimming Facebook pages, Chemist Warehouse banners, and Chemist Warehouse Swim bags handed out to competitors, ABC Far North Radio, Cairns Post and Promotion with Council on the Esplanade with Seven News.
- There were State and National Records broken together with Games Records. Records are being ratified.
- Greater emphasis or awareness that the Games support Local Clubs.

Cheryl and I have supported the Great Barrier Reef Masters Games for many years. We will continue to support the Games and promote our local sports and venues. We would prefer to be the Hosts of the Swimming Events. Tobruk Swimming Club (TSC) would be a dynamic and reliable partner. TSC have contributed greatly to the facility and developing expertise in Meet Management and… Grant writing (Tobruk Pool is due to receive a large screen TV/scoreboard). We would ensure funds raised in the Far North would stay in the North.

Edwy BUNT (President – CLAMS)

Cheryl BRODRIBB - CONVENOR

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ATTACHMENT A

COPY OF EMAIL FROM MASTERS SWIMMING QUEENSLAND & Email to Council

(Email from Nic CARMICHAEL Treasurer Masters Swimming Queensland -23 May 2025)

Hi Ted, RE Profit Share.

To clarify, MSQ covers all the costs associated with running this meet, including the payment of officials, catering, accommodation, and other logistical expenses. On many occasions, MSQ has run this event at a financial loss but has continued to support it in the interests of the swimming community.

The entry fee charged for three days of competition is very modest and does not cover the full cost of hosting the event. MSQ takes on all the financial risk and commits to covering costs regardless of the outcome.

To put this into perspective the event lost approx. $8,000 in 2023 which cancelled out the modest profit we secured in Mackay, as a result MSQ made a financial loss for 2023 overall.

We're very pleased we were able to work together to secure the Community Benefit Fund grant, which will significantly offset venue costs and help ensure that MSQ does not run at a loss in 2025—something we have done in previous Cairns events without hesitation.

As a result this will likely shelve required board discussions around the viability of hosting the event again. Approaching the next GBRMG if the CLAMS are still assisting with the delivery of the meet we can assess and enter a MoU around the understanding of a Profit Share well before the event and make it conditional on any grant awarded. Without a Grant it is highly unlikely this event would generate any net income.

While registration fees will not be shared with the local club, there are still excellent opportunities for the CLAMS to raise additional funds during the event through raffles, money boards, and other fundraising initiatives. We encourage and fully support these efforts as a way to contribute to the local facility and community.

Separately can you provide quotation for the items you describe below – we will then assess if we can make a contribution directly to those items.

Thanks again for your ongoing support and collaboration.

Regards,

Nic

Nic Carmichael / Treasurer / Masters Swimming Queensland

M: 0413 416 100
E: treasurer@mastersswimmingqld.org.au / W: www.mastersswimmingqld.org.au

RELEASED UNDER RTI

(sent 23 May 2025 to Senior Event & Engagement Officer)

Attn: Kahlia PEPPER

Kahlia,

Thank you for all your work. Cheryl and I will pick up our gear for the swimming at Tobruk Pool.

I was wondering if you could provide me with the best person to contact in relation to the Registration Fees that are returned to the local clubs and organisations for each sport. This year, we the Cairns Legends and Masters Swimming (CLAMS), the local Masters Club at Tobruk Pool, received a grant to pay for pool hire, medics, timing equipment, $14,517.05. All this money must be accounted for in allocated expenses. Other years we have relied on Masters Swimming Queensland and they have collected all the Registration credits... However, this year Masters Swimming are over the moon with the money they will receive for this years games as they will not have any major expenses.

I am worried that we will receive very little or be made to apply for funds that Brisbane will adjudicate on and we will be obliged to justify expenses. Part of the lure of the Games for Council and Clubs was the benefit that would be provided to local sporting clubs.

We need to contribute to our facility to ensure it remains our Communities best swimming facility.

Prior to sending this message I received a reply from Masters Swimming Queensland who have adopted the Trump Accounting method and they are balancing the books.... (I have attached the email)

Are you aware of other sporting clubs having to enter into Memorandum Of Understandings with their sporting 'overlords' in Brisbane. This tends to defeat one of the games goals, that is, supporting Local Clubs.

Hope you can help.

Ted

President

CLAMS

RELEASED UNDER RTI

From: Amanda Noble
To: Kahlia Pepper
Cc: Christina Scolaro
Subject: RE: GBRMG Sports fee summary
Date: Thursday, 26 June 2025 2:21:16 PM
Attachments: image001.jpg
image002.png
image003.jpg
image004.png
ESale.pdf

You don't often get email from s.47(3)(b) | Sch 4 Pt 4 s.(6)(1) Learn why this is important

[External Email] This email was sent from outside or a non-trusted organisation - be cautious, particularly with links and attachments.

Sorry Kahlia, I misunderstood your email! I should have checked.
Please find adjusted invoice attached.
Kind regards,
Amanda

From: Kahlia Pepper
Sent: Thursday, 26 June 2025 2:13 PM
To: Amanda Noble
Cc: Christina Scolaro
Subject: RE: GBRMG Sports fee summary

Hi Amanda,
Thank you for sending this through.
However, can you please amend invoice to $17,040 Inc. GST and re send back to me.
So that's $15,490.91, $1549.09 GST = $17040.
Apologies for the confusion.
Kind regards

Kahlia Pepper | Senior Event Engagement Officer
Strategic Communications & Engagement | Cairns Regional Council
P: +61740443261 | M: +61459991746
E: Kahlia.Pepper@cairns.qld.gov.au **| W:** cairns.qld.gov.au
Mail: PO Box 359, Cairns Q 4870 **| Office:** 119-145 Spence Street, Cairns

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From: Amanda Noble s.47(3)(b) | Sch 4 Pt 4 s.(6)(1)
Sent: Thursday, June 26, 2025 2:03 PM
To: Kahlia Pepper <Kahlia.Pepper@cairns.qld.gov.au>
Cc: Christina Scolaro <admin@mastersswimmingqld.org.au>
Subject: GBRMG Sports fee summary

You don't often get email from s.47(3)(b) | Sch 4 Pt 4 s.(6)(1) Learn why this is important

[External Email] This email was sent from outside or a non-trusted organisation - be cautious, particularly with links and attachments.

Hi Kahlia,
Please find invoice attached as requested.
Kind regards,
Amanda

Amanda-Jayne Noble l Finance Manager
P: s.47(3)(b) | Sch 4 Pt 4 s.(6)(1)
E: W: www.qld.swimming.org.au

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Please note that I work part time – I'm in the office Wednesday, Thursday and Friday



From: Kahlia Pepper <Kahlia.Pepper@cairns.qld.gov.au>
Sent: Friday, 13 June 2025 4:41 PM
To: Cheryl Brodribb - Swimming <ribbs2@bigpond.net.au>; Edwy Bunt <edwy@iprimus.com.au>
Cc: MSQ Business Manager – Christina Scolaro <admin@mastersswimmingqld.org.au>
Subject: GBRMG Sports fee summary

Hi Team,

Please see summary balance of the GBRMG sports fee.

Any discrepancies, please let me know and I can investigate

Payment of your sports fees will be made after you send me your post event debrief report.

Please send tax invoice to me and a reminder to include on the invoice:

- To: Cairns Regional Council T/A Great Barrier Reef Masters Games
- Name of organisation/club
- ABN
- Amount to be invoiced (include GST if registered)
- Bank details
- Terms of payment (i.e. 7 days or 30 days)

Hope you all have a lovely weekend!

Cheers,

Kahlia Pepper | Senior Event Engagement Officer

Strategic Communications & Engagement | Cairns Regional Council

P: +61740443261 | **M:** +61459991746

E: Kahlia.Pepper@cairns.qld.gov.au | **W:** cairns.qld.gov.au

Mail: PO Box 359, Cairns Q 4870 | **Office:** 119-145 Spence Street, Cairns

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PO Box 1279
CAPALABA BC QLD 4157

Telephone: 0416 955 011
Website: www.qldmastersswimming.org.au
Email: admin@mastersswimmingqld.org.au

masters swimming QUEENSLAND

ABN **15 804 399 838**

Customer: Cairns Regional Council T/A Great Barrier Reef Masters Games

TAX INVOICE

Invoice #: 00046989
Date: 26/06/2025

Description	Amount	Code
GBRMG Sports Fee: 218 Competitors	17,040.00	GST

For payment via EFT: Commonwealth Bank, s.47(3)(b) | Sch 4 Pt 3 s.(2)
Please use Invoice Number as Reference
Please email your remittance to s.47(3)(b) | Sch 4 Pt 4 s.(6)(1)

Payment strictly within 14 days

GST:	1,549.09
Total Inc GST:	17,040.00
Amount Applied:	0.00
Balance Due:	**17,040.00**

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