

**CAIRNS AND DISTRICT JUNIOR EISTEDDFOD ASSOCIATION INC 2026-2030 RESOURCE AND PERFORMANCE AGREEMENT**

L&C | 79/5/7 | #7852604

**RECOMMENDATION:**

That Council:

1. Approves a Resource and Performance Agreement with Cairns and District Junior Eisteddfod Association Inc for four years ending 30 June 2030, for the provision of in-kind support and discounted ticketing commission; and
2. Delegates authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to finalise any and all matters in relation to the Agreement.

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**INTERESTED PARTIES:**

Cairns & District Junior Eisteddfod Committee:

President: Robin Smith

Vice President: Lizanne Smith

Vice President: Peppi Bertei

Secretary: Vicki Sanderson

Assistant Secretary: Madeline Doolan

Treasurer: Rebecca Stokes

Marketing/Publicity: Aimee Foley

Trophy Convener: Tracy Elder

Patron: Mayor Amy Eden

*Note: The identification of interested parties is provided on a best endeavours basis by Council Officers and may not be exhaustive.*

**EXECUTIVE SUMMARY:**

The 2022-2026 Resource and Performance Agreement (R&P) between Council and the Cairns and District Junior Eisteddfod Association Inc. (CDJE) will expire on 30 June 2026. To consider the terms and conditions of the new four-year agreement, this report provides an overview of Council in-kind contributions over the past four years, along with a summary of the proposed 2026-2030 contributions.

The proposed agreement recognises the existing annual in-kind contribution will continue in Year 1 (2026/27), commencing 1 July 2026, and for each of the three years subsequent the agreement is to be indexed in line with changes to Council’s Fees and Charges Schedule.

**BACKGROUND:**

CDJE is a non-profit organisation dedicated to promoting the junior performing arts in Far North Queensland. Established in 1955, it is one of the largest and most successful competitive performing arts festivals of its kind in North Queensland. CDJE is an important mechanism for young people to gain experience in public performance at a professional venue.

Council has supported the Eisteddfod for many years, including during its previous tenure at the Cairns Civic Theatre where it had been since 1975. CDJE recognises Council as a major sponsor, and without such support, it would not be possible to continue staging such a large-scale performing arts activity.

**1. 2022-26 Agreement**

The current agreement was endorsed by Council in June 2022, to support programs, events and activities considered by Council to be in the public interest and to be of substantial benefit to the Cairns region.

This agreement provided the below:

- A 50% discount on the Ticketlink ticketing commission;
- In-kind support for venue hire, personnel and equipment hire at Cairns Performing Arts Centre.

**Contributions**

From 2022-26 Council has provided CDJE an in-kind contribution to a total value of \$178,166 towards the operations of the annual Eisteddfod event. This included indexation in line with increases to Council’s Fees and Charges schedule.

*Summary of 2022-26 contributions:*

Financial Year	Event	Item	In-kind Assistance	Total In-kind Assistance
			\$ (ex GST)	\$ (ex GST)
2022/23	Eisteddfod 2022	Contribution towards hire of CPAC and equipment & personnel charges	40,000	
		50% discount on Ticketlink commission	2,926	42,926
2023/24	Eisteddfod 2023	Contribution towards hire of CPAC and equipment & personnel charges	40,000	

		50% discount on Ticketlink commission	3,737	43,737
2024/25	Eisteddfod 2024	Contribution towards hire of CPAC and equipment & personnel charges	40,000	
		50% discount on Ticketlink commission	3,556	43,556
2025/26	Eisteddfod 2025	Contribution towards hire of CPAC and equipment & personnel charges	42,800	
		50% discount on Ticketlink commission	5,146	47,946
<b>Total in-kind contribution</b>				<b>\$178,166</b>

## 2. Proposed 2026-30 Funding Schedule

The proposed four-year R&P (Attachment 1) outlines annual in-kind contributions to offset applicable venue and equipment hire, administrative, service and personnel costs and to discount the ticketing commission.

The base annual funding in the proposed agreement will increase to \$45,000 based on anticipated increase to Fees and Charges, and a summary of the costs that will now be captured are listed in the schedule below.

The schedule below also outlines the contributions over the term of the agreement with base in-kind funding of \$45,000 in the 2026/27 year. This will be indexed annually by the increase in Fees and Charges. The agreement also includes a 50% discount on the ticket commission.

*Summary of estimated 2026-30 contributions:*

Financial Year	Event	Item	Est. In-kind Assistance
			\$ (ex GST)
2026/27	Eisteddfod 2026	Contribution towards hire of CPAC and equipment & personnel charges	45,000
		50% discount on Ticketlink commission	50%
2027/28	Eisteddfod 2027	Contribution towards hire of CPAC and equipment & personnel charges *Indexed annual in line with increases to Council's Fees and Charges Schedule	45,000
		50% discount on Ticketlink commission	50%
2028/29	Eisteddfod 2028	Contribution towards hire of CPAC and equipment & personnel charges *Indexed annual in line with increases to Council's Fees and Charges Schedule	45,000
		50% discount on Ticketlink commission	50%

2029/30	Eisteddfod 2029	Contribution towards hire of CPAC and equipment & personnel charges *Indexed annual in line with increases to Council's Fees and Charges Schedule	45,000
		50% discount on Ticketlink commission	50%
<b>Total estimated in-kind contribution</b>			<b>\$180,000 + 50% discount T/Link Commission</b>

The funding amount will be deducted from the final show reconciliation at the conclusion of the annual event each year.

**COMMENT:**

CDJE is one of the largest and most successful competitive performing arts festivals of its kind in North Queensland. The annual event, attracting families, teachers, school groups and community members, is delivered entirely by volunteers and has grown considerably over the years attracting over 5,000 performers annually from local and district schools across the Far North region.

The event provides one of the largest regional platforms for young performers in Queensland, and contributes to skills development, educational pathways, and personal confidence, while strengthening the regional arts ecosystem.

Total performances throughout the 2025 event according to the Eisteddfod's acquittal report were:

- Music – 581 performances including solos, duos, choirs and bands
- Dance – 1,110 performances including solos, duos and troupes
- Speech and Drama – 179 performances including solos, duologues and choric speaking choirs; and
- Literary entries- 320 covering 17 different categories
- Total entries – 2,190 (23.65% increase from the 2024 event)
- Total competitors – 794 (14.6% increase from the 2024 event)

**OPTIONS:**

Option 1: (Recommended)

That Council:

1. Approves a Resource and Performance Agreement with Cairns and District Junior Eisteddfod Association Inc for four years ending 30 June 2030, for the provision of in-kind support and discounted ticketing commission; and
2. Delegates authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to finalise any and all matters in relation to the agreement.

## Option 2:

That Council proposes an alternative course of action.

## **CONSIDERATIONS:**

### Risk Management:

The Terms and Conditions of the four-year agreement clearly outline agreed operating arrangements and the responsibilities of both parties.

CDJE has been held at CPAC every year (except 2020 due to COVID-19 restrictions) and previously at the Cairns Civic Theatre, without issue, for many years.

### Council Finance and the Local Economy:

The proposed R&P agreement (Attachment 1) has been included in the 2026/2027 Cairns Regional Council operational budget.

The proposed R&P agreement also outlines financial reporting requirements of the CDJE.

Under the terms of the agreement, CDJE is required to provide a full financial acquittal to Council annually.

Council is further advised that the CDJE cash balance as of 31 March 2026 is \$135,264.

### Community and Cultural Heritage:

The proposed funding agreement supports Cairns Regional Council's Strategy for Culture and the Arts 2022 by expanding access to cultural infrastructure, strengthening youth arts pathways, building creative skills, and celebrating local culture and community participation.

In particular:

Priority 1.2.1 – Provide equitable, accessible and affordable infrastructure, resources and cultural experiences. Actions include *“ensure continued local community access to existing cultural facilities and the new Cairns Performing Arts Centre through discounts for local groups.”*

### Corporate and Operational Plans:

The recommendation aligns with Cairns Regional Council's Corporate Plan 2025-2030:

#### Focus One: Robust Economy

- Optimise visitation and tourism opportunities

#### Focus Four: Community & Culture

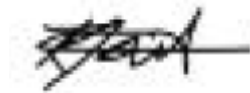
- Position Cairns as the leading arts and cultural hub of North Australia
- Support diverse sport, cultural and community groups
- Turn up the support for live music and major events
- Provide spaces and programs for the benefit of the community.

**CONSULTATION:**

Council officers have consulted with CDJE in regard to all matters concerning the agreement and will continue this communication throughout the duration of the agreement.

**ATTACHMENT:**

Attachment 1: #7842221 Draft Cairns and District Junior Eisteddfod 2026-30 Resource and Performance Agreement



Karen Le Roy  
Executive Manager Creative Life



Andrew Moore  
Acting Director Lifestyle & Community

Attachment 1: Draft Cairns and District Junior Eisteddfod 2026-30 Resource and Performance Agreement #784221



# Resource and Performance Agreement

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**Cairns Regional Council**

("Council")

**And**

**Cairns & District Junior Eisteddfod Association Inc.**

("Recipient")

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## Parties

<b>Cairns Regional Council ABN 24 310 025 910</b>	<b>("Council")</b>
<b>Cairns &amp; District Junior Eisteddfod Association Inc ABN 44 092 150 990</b>	<b>("Recipient")</b>

## Background

- A. The Recipient intends to deliver the Recipient's Obligations and requires the Funding from Council to do so.
- B. Council has agreed to provide Funding to the Recipient in consideration for the Recipient delivering the Recipient's Obligations, and the Recipient has agreed to accept and acquit the Funding on the terms and conditions set out in this Agreement.

## The Parties Agree:

### INTRODUCTORY PROVISIONS

#### 1. APPLICATION DATA

ITEM NO.	DATA	DETAILS
Item 1	<b>Recipient:</b>	Cairns & District Junior Eisteddfod
	<b>ABN:</b>	44 092 150 990
	<b>Address for Service:</b>	<u>Address for Hand Delivery:</u> 67-71 Greenslopes St, Edge Hill, QLD 4870 <u>Postal Address:</u> As above <u>Email Address:</u> secretary@cairnseisteddfod.org
	<b>Contact Name:</b>	Robin Smith
	<b>Email:</b>	president@cairnseisteddfod.org

	<b>Telephone:</b>	0439 392 400
Item 2	<b>Commencement Date:</b>	01/07/2026
	<b>Expiry Date:</b>	30/06/2030
Item 3	<b>Funding</b>	<p><b>Total four-year contribution as outlined below.</b></p> <p><b>2026-27 Financial Year</b> \$45,000 (excl GST) plus 50% discount on ticketing commission.</p> <p><b>2027-28 Financial Year</b> Year 1 + F&amp;C indexation; plus 50% discount on ticketing commission.</p> <p><b>2028-29 Financial Year</b> Year 2 + F&amp;C indexation; plus 50% discount on ticketing commission.</p> <p><b>2029-30 Financial Year</b> Year 3 + F&amp;C indexation; plus 50% discount on ticketing commission.</p> <p>Refer to Schedule 1 for full details including funding milestones.</p>
Item 4	<b>Council's Address for Service:</b>	<p><u>Address for Hand Delivery:</u> Attn: Chief Executive Officer, 119 – 145 Spence Street, Cairns Qld 4870</p> <p><u>Postal Address:</u> PO Box 359, Cairns Qld 4870</p> <p><u>Email Address:</u> council@cairns.qld.gov.au</p>
Item 5	<b>Council Contact:</b>	<p><u>Council Contact Name:</u> Katrina Mills, Coordinator CPAC Precinct</p> <p><u>Email Address:</u> k.mills@cairns.qld.gov.au</p> <p><u>Telephone Number:</u> 07 4032 6624</p>

## 2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement unless inconsistent with the context or subject matter:

**Address for Service** means the address of each party appearing in this Agreement or any other address nominated in writing by a party to the other party as its new address for notices or service.

**Agreement** means this Resource and Performance Agreement.

**Application Data** means the table in Clause 1 of this Agreement.

**Authority** means any federal, state or local government or regulator which is required to approve all or any aspect of the Recipient's Obligations.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Cairns.

**Commencement Date** means the date this Agreement will start, as specified in Item 2.

**Confidential Information** means documents and information provided or made available by Council or obtained by the Recipient in connection with the delivery of the Recipient's Obligations which are of their nature confidential or which Council has identified to the Recipient as being confidential but does not include documents and information which are in the public domain other than through a breach of this clause.

**Expiry Date** means the date the Agreement will end, as specified in Item 2.

**Funding** means the payment and/or other consideration to be provided by Council to the Recipient under this Agreement, as specified in Item 3, and which shall be paid and/or provided in accordance with the terms of this Agreement.

**GST, Supply, Supplier and Tax Invoice** have the same meaning as given to these terms in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, drawings, circuit layouts and all other rights resulting from intellectual activity in the construction, management of the Recipient's Obligations, industrial, scientific, literary or artistic fields.

**In-Kind Support** means Council resources, materials and/or services that are provided to the Recipient in accordance with this Agreement. Services that are outsourced by Council are not considered in-kind.

**Insolvency Event** occurs if the Recipient becomes the subject of bankruptcy proceedings, winding up proceedings, is declared bankrupt, has a winding up order made against it, has a receiver and/or manager or administrator appointed or enters into a scheme of arrangement with creditors.

**Item** means the item number in the Application Data.

**Laws** means any statute, regulation or ordinance made by any Authority and where appropriate, includes the applicable common law.

**Option** means any option or options to renew this Agreement for a further term, as specified in Item 2.

**Personal Information** has the meaning given to that term by the *Information Privacy Act 2009*.

**Public Health Directions** means directions given by the Chief Health Officer under section 362B of the *Public Health Act 2005* and, if applicable, the *Biosecurity (Human Biosecurity Emergency) (Human Coronavirus with Pandemic Potential) (Emergency Requirements for Remote Communities) Determination 2020 (Cth)*, or any other legislation pursuant to which a local, State or Commonwealth Government can give directions for public health purposes.

**Recipient's Obligations** means those obligations that the Recipient is required to carry out in consideration for the Recipient receiving the Funding, which are particularised in Schedule 1. Reference to the Recipient's Obligations throughout this Agreement is to be construed to include all or any part of them.

**Schedule** means a schedule to this Agreement.

**Term** means the period commencing on the Commencement Date and ending on the Expiry Date and including any Option if exercised in accordance with this Agreement.

**Unexpended Funds** means any part of the Funding which has been paid to the Recipient but which has not been spent or committed by the Recipient in connection with the delivery of the Recipient's Obligations.

2.2 This Agreement is to be construed as follows unless the context requires otherwise:

- a) Reference to one gender includes all genders;
- b) Reference to the singular includes the plural and vice versa;
- c) Reference to a person includes a corporation or other entity and vice versa;
- d) Reference to a schedule means a schedule to this Agreement;
- e) Reference to money is to Australian dollars;
- f) Where the Recipient is more than one party, the obligations under this Agreement bind the Recipient jointly and severally;
- g) Reference to the Recipient includes its personnel or authorised subcontractors.

## FUNDING AND IN-KIND SUPPORT

### 3. FUNDING AND IN-KIND SUPPORT

3.1 Council will provide the In-Kind Support to the Recipient, and in consideration, the Recipient will comply with the terms and conditions set out under this Agreement. Council is not obliged to provide any In-Kind Support to the Recipient unless the Recipient has complied with each of its obligations under the Agreement at the time at which event reconciliation is sought.

3.2 The Recipient must only use the In-Kind Support towards the delivery of the Recipient's Obligations and in the manner otherwise required by this Agreement. Council will provide the In-Kind Support to the Recipient in accordance with the provisions outlined in Schedule 1, subject to the following:

- a) The Recipient has shown to Council's satisfaction that it has satisfied the requirements set out in this Agreement, including in Schedule 1;
- b) Council is reasonably satisfied that the Recipient is not otherwise in breach of this Agreement.

#### 3.3 No Further Funding or In-Kind Support

- a) The Recipient acknowledges that Council has no obligation to provide the Recipient with funding or assistance of any kind:
  - i) in excess of the Funding or In-Kind Support; or

- ii) beyond the Term.
- b) For the avoidance of doubt, the Recipient is responsible for acquiring and/or providing any additional funds, materials or equipment in excess of the In-Kind Support required to carry out or complete the Recipient's Obligation.

### 3.4 In-Kind Support

- a) This clause applies to In-Kind Support provided by Council pursuant to this Agreement, but only to the extent expressly specified in Schedule 1.
- b) Council's obligation to deliver In-Kind Support shall be limited to circumstances where:
  - i) The nature of the In-Kind Support requested is fully particularised, is directly connected to the delivery of the Recipient's Obligations, and is compliant with the terms of this Agreement (including but not limited to in relation to any funding threshold for the In-Kind Support);
  - ii) Council, acting reasonably, considers that it can provide the In-Kind Support, having regard to its resources and other commitments and statutory obligations.
- c) The provision of In-Kind Support will not in any way give rise to any responsibility on the part of Council to carry out any role or discharge any responsibility with respect to the overall management or delivery of the Recipient's Obligations, irrespective of the nature of the In-Kind Support provided.
- d) Unused in-kind funds cannot be transferred to cash, refunded, or carried forward for other activities.

## RECIPIENT'S OBLIGATIONS

### 4. RECIPIENT'S OBLIGATIONS

- 4.1 In exchange for the provision of the In-Kind Support, the Recipient shall comply with the requirements set out in Schedule 1.
- 4.2 In delivering the Recipient's Obligations, the Recipient must:
  - a) Ensure the Recipient's Obligations are fully delivered by the Expiry Date;
  - b) Engage and/or retain personnel who are able to competently deliver and perform the Recipient's Obligations;
  - c) Ensure that all personnel or authorised subcontractors engaged in the delivery of the Recipient's Obligations have all the skills and qualifications necessary to deliver the Recipient's Obligations, including but not limited to ensuring any personnel or authorised subcontractors hold all competencies, licenses, accreditations and qualifications which may be required;
  - d) Consult regularly during the Term with Council;

- e) Comply with any applicable Laws, requirements from Authorities or industry standards relating to the Recipient's Obligations;
- f) Adhere to and comply with any reasonable direction issued by Council in relation to the performance of the Recipient's Obligations.

4.3 The Recipient must promptly notify Council:

- a) Of any matters that the Recipient reasonably considers may affect the Recipient's ability to meet any obligation under this Agreement;
- b) Of any matter that may affect the Recipient's eligibility to continue receiving the In-Kind Support;
- c) Of any allegation of misconduct or dishonesty concerning the Recipient; or
- d) Of any change to its details in the Application Data.

4.4 The Recipient must not make any public statement concerning the In-Kind Support or Council's contribution to the delivery of the Recipient's Obligations generally, without first obtaining the written approval of Council.

4.5 Council may at any time during the Term request that the Recipient provide to it details in relation to the acquittal of the In-Kind Support and the Recipient must promptly comply with any such request.

4.6 The Recipient must maintain and retain for five (5) years following the Expiry Date, accurate records of how the In-Kind Support was acquitted.

4.7 **Council Contact**

- a) If the Recipient wishes to liaise with Council about the performance of the Recipient's Obligations or in relation to this Agreement generally, the Recipient may liaise with the Council Contact nominated in Item 5 of the Application Data and using the contact details nominated in Item 5 of the Application Data.
- b) Nothing in the preceding subclause affects the Recipient's obligations to issue notices pursuant to Clause 13.

**WARRANTIES, INSURANCES AND INDEMNITIES**

**5. WARRANTIES**

5.1 The Recipient warrants that as at the date of this Agreement, the Recipient and/or its personnel (as the case may be) hold all necessary competencies, accreditations, qualifications, permits, clearances or other authorisations which are required for the Recipient to comply with its obligations under this Agreement, and will maintain such competencies, accreditation, qualifications, permits, clearances or other authorisations at all times during the Term.

5.2 The Recipient must ensure that, in performing work associated with the Recipient's Obligations, it complies with:

- a) This Agreement;

- b) All applicable Law;
  - c) All relevant industry standards, codes and guidelines;
  - d) All policies, requirements and procedures of Council which are applicable to the Recipient's Obligations and which are publicly available or otherwise made known to the Recipient, including but not limited to Council's work health and safety policies and procedures. The Recipient warrants that it has reviewed copies of Council's policies and procedures, understands them and agrees to comply with them.
- 5.3 The Recipient warrants that it has the necessary skills and expertise to be able to competently deliver the Recipient's Obligations, in accordance with this Agreement and any applicable industry standard.
- 5.4 Without limiting the generality of the preceding subclauses, the Recipient warrants to Council that:
- a) The Recipient at all times shall exercise due skill, care and diligence in delivery of the Recipient's Obligations and otherwise discharging its obligations under this Agreement;
  - b) The Recipient shall deliver the Recipient's Obligations and otherwise discharge its obligations under this Agreement so that the Recipient's Obligations, when delivered, are:
    - i) Fit for their stated purpose; and
    - ii) Compliant with all the requirements of the Agreement; and
  - c) The Recipient has undertaken all necessary enquiries and investigations to satisfy itself as to:
    - i) The nature and extent of its obligations under the Agreement; and
    - ii) The completeness and accuracy of the Agreement.
- 5.5 The warranties set out in this clause remain unaffected notwithstanding any variation.

## **6. INSURANCES AND INDEMNITIES**

- 6.1 The parties acknowledge and agree that Council's obligations are limited to the provision of Funding only. The Recipient is solely responsible for performing the Recipient's Obligations consistently with the terms of this Agreement.
- 6.2 The Recipient must, prior to the Commencement Date, take out and maintain insurance for the Term for public liability to the value of \$20,000,000.00 per incident in respect of the Recipient's activities, including but not limited to potential liabilities to Council and third parties under this Agreement and the Recipient must cause Council's interests to be noted on its insurance policies. The Recipient must provide Council with evidence of these insurances prior to the Commencement Date.
- 6.3 The Recipient must ensure that it holds workers' compensation insurance in respect of any personnel engaged by the Recipient as required by Law. The Recipient must provide Council with evidence of this insurance prior to the Commencement Date.
- 6.4 The parties acknowledge that Council is self-insured.
- 6.5 Council will not in any way be liable to the Recipient for loss or damage the Recipient suffers in connection with this Agreement.

- 6.6 The Recipient releases to the full extent permitted by law, Council and its representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with any of the Recipient's Obligations or this Agreement.
- 6.7 The Recipient indemnifies Council against all losses, claims or damages Council incurs as a result of the performance of its obligations under this Agreement, or its negligence or failure to comply with the terms of this Agreement, except to the extent that any such losses claims or damages are caused by any negligent act or omission of the Council or any of its personnel and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by Council in respect of any such loss, damage or injury will be made good at the Recipient's expense and may be deducted from any moneys due or becoming due to the Recipient.
- 6.8 Council and its representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of bargain, loss or denial of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of production, loss of data or goodwill or credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this Agreement.

**END OF AGREEMENT**

**7. DEFAULT AND TERMINATION**

7.1 Where a party ("**defaulting party**") fails to comply with any term of this Agreement and fails to remedy that non-compliance within five (5) Business Days of receiving notice from the other party ("**non-defaulting party**") to do so, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.

7.2 Where:

- a) Council considers, acting reasonably, that this Agreement is no longer desirable having regard to adverse publicity relating to or associated with the Recipient; or
- b) The control or beneficial ownership of the Recipient changes; or
- c) The Recipient becomes subject to any Insolvency Event during the Term;

then Council may terminate this Agreement by giving written notice to the Recipient.

**7.3 Termination for convenience**

- a) Notwithstanding any other provision of the Agreement, Council may terminate this Agreement at any time, for any reason or without cause in its absolute discretion, upon providing the Recipient with no less than 60 days' written notice ("**Notice Period**").
- b) If Council exercises its rights pursuant to the preceding subclause, the Recipient must cease expenditure of any Funding immediately upon receipt of the notice referred to in the preceding subclause, and Council will not be required to provide any further Funding to the Recipient.

- c) Notwithstanding the preceding subclause, the Recipient may continue to utilise the Funding during the Notice Period in respect of property, materials or services which have been ordered and for which the Recipient is legally bound to pay (but, in the case of property or materials, only if legal title to the property or material will pass to Council on payment).

7.4 Upon termination of this Agreement, Council will not be required to provide any further Funding to the Recipient and may require the Recipient to refund Council all or part of the Funding (at Council's discretion) within ten (10) Business Days of Council's request to do so.

## 8. OPTION

8.1 This clause applies only if an Option is specified in the Application Data. If there is no Option specified in the Application Data, then this clause has no effect.

8.2 If the Recipient:

- a) Throughout the term of the Agreement has performed its obligations and met all Key Performance Indicators to the satisfaction of Council; and
- b) Is not in default under this Agreement; and
- c) Council has received written notification from the Recipient regarding their commitment to continue to deliver the Recipient's Obligations;

then Council, at its discretion, at any time before the Expiry Date, may renew this Agreement for a further term, the duration of which is specified in the Application Data as the Option. If multiple terms are specified in the Application Data as the Option, Council may, at its discretion, renew this Agreement for as many terms as are specified.

8.3 If Council exercises the Option, this Agreement shall be renewed on the same terms and conditions.

## 9. FORCE MAJEURE

9.1 Neither party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to anything beyond that party's (the "**Affected Party**") reasonable control and occurs without the fault or negligence of that party, including, but not limited to, fire, storm, flood, earthquake, explosion, war, terrorism, invasion, rebellion, sabotage, pandemic, epidemic, law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application ("**Force Majeure Event**"), provided that any such event was not reasonably capable of being contemplated at the date of this Agreement. However, the Affected Party must:

- (a) Notify the non-affected party in writing as soon as practicable, describing in a reasonable level of detail the nature of the Force Majeure Event and its likely effect on the Affected Party's obligations under this Agreement;
- (b) Continue to perform all unaffected obligations in accordance with this Agreement;
- (c) Where possible, use reasonable endeavors to continue to perform the affected obligations, whether by way of a work-around or other methods agreed with the non-affected party;
- (d) Use reasonable endeavors to overcome the effects of the Force Majeure Event as soon as possible (which may include negotiating, in good faith, revisions to the Recipient's Obligations); and

- (e) Notify the non-affected party as soon as it is no longer affected by the Force Majeure Event.
- 9.2 If that failure or delay exceeds twenty (20) consecutive Business Days, either party may immediately terminate this Agreement (without affecting the accrued rights and obligations of the parties as at the date of termination) by giving written notice to the other party without any liability to the other party for any loss or damage suffered as a result of the termination. Termination shall be effective on and from the date the notice is given to the other party.
- 9.3 In the event a party exercises its right to terminate this Agreement pursuant to the preceding subclause, then any Unexpended Funds already paid by Council to the Recipient shall be immediately repayable to Council by the Recipient, and Council shall not be liable to pay any further instalments of Funding on and from the date the termination of this Agreement is effective. Council may demand, and the Recipient must provide, any information required by Council to determine the quantum of Unexpected Funds payable to Council within five (5) Business Days of any demand made by Council.
- 9.4 The parties acknowledge and agree that the COVID-19 pandemic is a Force Majeure Event, except to the extent provided under Clause 9.5.
- 9.5 The Recipient acknowledges and agrees that:
- (a) It has taken into account the circumstances of the COVID-19 pandemic Force Majeure Event and practical and legal requirements in relation to that pandemic, including Public Health Directions in force as at the date of this Agreement;
  - (b) Despite any other clause, the Public Health Directions in force as at the date of this Agreement will not constitute a Force Majeure Event; and
  - (c) Without limiting Clause 9.2, if the Recipient cannot deliver any of the Recipient's Obligations on the basis of the Public Health Directions in force as at the date of this Agreement constituting a Force Majeure Event, the Recipient will be in breach of this Agreement and, in addition to any other rights of Council in relation to that breach, Council may require the Recipient, upon demand, to refund any Funding.

## GENERAL PROVISIONS

### 10. ASSIGNMENT

- 10.1 The Recipient may not assign, sell, subcontract or otherwise transfer its rights, interests and obligations under this Agreement without the prior written consent of Council, which may be given, withheld or given subject to conditions, in Council's absolute discretion.
- 10.2 Where the Recipient is a corporation, an assignment, sale, subcontract or other transfer of rights will include any arrangement whereby the controlling shareholders of the Recipient as at the Commencement Date are changed.

### 11. INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION

- 11.1 The Recipient warrants to Council that it has not infringed any Intellectual Property Rights of a third party in connection with this Agreement or generally in the delivery of the Recipient's Obligations.

- 11.2 The Recipient agrees to maintain the confidence of any Confidential Information and to prevent its unauthorised disclosure to or use by any other person.
- 11.3 The Recipient warrants that it will not do anything to infringe Council's Intellectual Property Rights in any material, whether that material is provided by Council in accordance with this Agreement, or whether the material is identified by the Recipient during the course of the performance of its obligations.
- 11.4 The Recipient warrants that it will deal with any Personal Information in accordance with the *Information Privacy Act 2009* as though the Recipient were bound by the *Information Privacy Act 2009*.

## **12. APPLICABLE LAW**

- 12.1 This Agreement is governed by, and is to be construed in accordance with, the law of the State of Queensland, Australia.
- 12.2 The parties agree that the courts of the State of Queensland will have exclusive jurisdiction to hear disputes arising out of or relating to either this Agreement or the formation of this Agreement.

## **13. NOTICES**

- 13.1 Any notice to or by a party under this Agreement must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- 13.2 Any notice may be served by delivery in person or by post or transmission by email to the Address for Service of the recipient specified in the Application Data.
- 13.3 If a party's Address for Service change from what is specified in the Application Data, that party must advise the other party of the address change as soon as practicable, and the newly notified address shall be the party's Address for Service.
- 13.4 Notice is effective for the purposes of this Agreement:
- a) If delivered by hand to the recipient's address for hand-delivery:
    - i) If delivered before 5.00pm on a business day: immediately upon delivery;
    - ii) If delivered after 5.00pm on a business day, or if delivered on a day that is not a business day: 8.30am the following business day;
  - b) If delivered by post to the recipient's postal address:
    - i) If the notice was posted before 5.00pm on a business day: three (3) business days after the date the notice was posted;
    - ii) If the notice was posted after 5.00pm on a business day, or if posted on a day that is not a business day: three (3) business days after the next business day;
  - c) If transmitted by email to the recipient's email address:
    - i) If transmitted before 5.00pm on a business day: immediately upon transmission, unless the sender receives a notification of failed transmission immediately following transmission;

- ii) If transmitted after 5.00pm on a business day, or if transmitted on a day that is not a business day: at 8.30am on the next business day.

#### **14. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties in relation to the Funding.

#### **15. FURTHER ASSURANCES**

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements set out in this Agreement.

#### **16. LEGAL AND OTHER COSTS**

16.1 Each party is responsible for its own legal costs in relation to the negotiation, preparation and execution of this Agreement.

16.2 Unless specified otherwise, the Recipient must comply with its obligations under this Agreement at its own cost.

#### **17. DISPUTE RESOLUTION**

17.1 If a dispute arises between the parties in connection with this Agreement, then a party may only deal with that dispute in the manner set out in this clause.

17.2 The party claiming a dispute has arisen in connection with this Agreement must give to the other party a notice specifying the nature of the dispute and requiring its resolution under this clause.

17.3 Within ten (10) Business Days after a notice is given under Clause 17.2 (or such longer period as is agreed in writing by the parties to the dispute) each party to the dispute must use their best efforts to resolve the dispute in good faith.

17.4 If the dispute is not resolved within ten (10) Business Days, either party may take legal proceedings to resolve the dispute.

17.5 The provisions of this clause do not prevent either party from obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.

#### **18. RELATIONSHIP OF PARTIES**

18.1 Unless otherwise stated:

- a) nothing in this Agreement shall, in any way, give rise to a relationship between Council and the Recipient beyond that which is expressly contemplated by this Agreement, and does not create a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- b) neither party has the authority to bind the other party by any representation, declaration or admission, or to make any contract or commitment on behalf of the other party or to pledge the other party's credit.

#### **19. TIME OF THE ESSENCE**

19.1 Time shall be of the essence of this Agreement.

## **20. GOODS AND SERVICES TAX**

20.1 The amounts payable by Council under this Agreement are exclusive of GST unless otherwise provided. If GST is to be assessed on the provision of goods, services or any other Supply under this Agreement, then the Supplier must provide the Recipient with a Tax Invoice.

## **21. DISCLOSURE OF INFORMATION**

21.1 Other than as provided in this Agreement, the Recipient must not disclose the terms of this Agreement to any third party without Council's written consent.

21.2 Without limiting any specific clauses of this Agreement Council may disclose the terms of this Agreement as it sees fit.

21.3 This clause survives the termination of this Agreement.

## **22. VARIATIONS TO THIS AGREEMENT**

22.1 This Agreement may not be varied other than in writing, signed by or on behalf of the parties.

# Schedule 1 – Recipient’s Obligations

## 1. Parties

**Cairns Regional Council**  
**PO Box 359**  
**CAIRNS QLD 4870**

**ABN 24 310 025 910**

**AND**

**Cairns & District Junior Eisteddfod Association Inc**  
**67-71 Greenslopes Street**  
**EDGE HILL QLD 4870**

**ABN 44 092 150 990**

## 2. Purpose of Agreement

2.1 This document represents a mutual agreement between Cairns Regional Council (Council) and Cairns & District Junior Eisteddfod Association Inc. to facilitate the annual production of the Cairns & District Junior Eisteddfod event. The function of this Agreement is to establish the level of support provided by Council and the minimum performance and reporting to be provided by Cairns & District Junior Eisteddfod Association Inc.

## 3. Period of Agreement

3.1 This Agreement is for the period 1 July 2026 to 30 June 2030

## 4. Outcomes Sought by Cairns Regional Council

4.1 Council seeks to partner with the Cairns & District Junior Eisteddfod Association Inc. to deliver the annual Eisteddfod, fostering the promotion, cultivation, and encouragement of the performing arts while providing young artists with opportunities to showcase their talents and gain valuable public performance experience.

4.2 Cairns & District Junior Eisteddfod Association will aim to bring out the potential of every student through fair and supportive competition by:

- I. Presenting the annual JCU Cairns Eisteddfod, one of the largest and most successful competitive performing arts festivals of its type in North Queensland.
- II. Providing opportunities primarily for the younger people in our community, to perform, in public, at a world class venue, and receive professional critique to improve their performance, artistic and literary skills, inspiring them to embrace a lifelong association in the performing arts.
- III. Promoting the Eisteddfod movement locally, nationally and internationally.

## 5. Conditions of the Agreement

**Cairns Regional Council (Council)**

- 5.1 Commencing from July 1, 2026, Council will provide annual in-kind funding until 30 June 2030. The total amount will be a base amount of \$45,000 (excl GST) in-kind annually plus 50% discount on ticket commission, paid according to the breakdown on page 4 of this agreement. The base amount will be indexed annually from year 2 onwards, in line with increases to Council's Fees and Charges Schedule.
- 5.2 The in-kind funding will be reconciled against the costs of venue hire, equipment, personnel, services and administration for hosting the events at Cairns Performing Arts Centre.
- 5.3 Council, at its discretion, may dedicate additional in-kind or cash funds to Cairns & District Junior Eisteddfod Association operations or initiatives.

## 6. Key Performance Indicators

KPA	Components	KPI
Operational Plan	Delivery of annual Eisteddfod event	<ul style="list-style-type: none"> <li>Total reach of audiences, participation in events, number of performances and income generated through participation and ticket sales.</li> </ul>
Finance and Sustainability	Budget vs Actuals forecast	<ul style="list-style-type: none"> <li>Annual event report</li> </ul>

## 7. Reporting Requirements

- 7.1 Cairns & District Junior Eisteddfod Association Inc. will, within 12 weeks of the completion of the annual Event, provide Council with an acquittal report containing the following in respect of the Event:
- I. a financial statement including income and expenditure (budgeted versus actuals)
  - II. a report quantifying the performance of the Event (both financial and otherwise) against the projections for the Event, including statistics relating to the performances held at the Cairns & District Junior Eisteddfod Association Greenslopes Street facility; and
  - III. any other pertinent information in respect of the performance of the Event (including but not limited to notice of any awards or copies of any other promotional information in respect of the event such as:- promotional brochures, details of media coverage, date list of television and radio interview and publications regarding the Event)
- 7.2 Cairns & District Junior Eisteddfod Association Inc. will prior to the Commencement Date, conduct, on terms satisfactory to Council, a thorough assessment of risks of any nature in respect of the Event which could impose liability on the Cairns & District Junior Eisteddfod Association and provide a report detailing these risks to Council.
- 7.3 Cairns & District Junior Eisteddfod Association Inc will maintain and retain for 5 years following the Event accurate records of:
- I. the income, expenditure and any other details necessary to ascertain the financial performance of the Event;

- II. statistical data in respect of the participants and spectators at the Event (including the number of and locality of these persons) and other pertinent details regarding the Event.

## 8. Payment Schedule & Timing

- 8.1 Commencing from 1 July 2026 Council will provide in-kind funding towards items identified in clause 5 for a four-year period. The amount of base in-kind funding for the first year will be \$45,000 (excluding GST) plus a 50% discount on the ticketing commission. The funding amount will be deducted from the final show reconciliation at the conclusion of the event.
- 8.2 The financial year 2026/27 is the base year and no increases are payable until the commencement of the 2027/28 financial year. For each of the three years subsequent to 2026/27, the funding agreement will be indexed in line with changes to Council's Fees and Charges Schedule.

Phase	Milestones	Payment	Amount (ex GST)
Commencement	1 July 2026		
Year 1	Reconciliation of CDJE 2026 event delivery	1 – In-Kind	\$45,000
		2 – In-Kind	50% discount ticket commission
Year 2	Reconciliation of CDJE 2027 event delivery	3 – In-Kind	Year 1 + F&C indexation
		4 – In-Kind	50% discount ticket commission
Year 3	Reconciliation of CDJE 2028 event delivery	5 – In-Kind	Year 2 + F&C indexation
		6 – In-Kind	50% discount ticket commission
Year 4	Reconciliation of CDJE 2029 event delivery	7 – In-Kind	Year 3 + F&C indexation
		8 – In-Kind	50% discount ticket commission
<b>Total</b>			<b>\$180,000 excl GST plus F&amp;C indexation plus 50% discount on ticket commission</b>

## 9. Acknowledgement of Cairns Regional Council Support

Cairns & District Junior Eisteddfod Association Inc acknowledges the financial support it receives from Council and will therefore provide acknowledgment in the following ways:

- I. Inclusion of Cairns Regional Council's logo and the following wording acknowledgment statement. "Proudly supported by Cairns Regional Council" on all printed material produced by the Cairns & District Junior Eisteddfod Association Inc, including its website;
- II. Invitations and tickets to the event for Councillors and appropriate staff of Council; and
- III. Opportunities for Council representatives to speak at key activities (may exclude events where special sponsorship arrangements apply)

## Executed as an Agreement

**SIGNED** for and on behalf of **CAIRNS REGIONAL COUNCIL ABN 24 310 025 910** by its delegated officer, in the presence of:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature:  
Destry Puia, Director Lifestyle & Community

Signature Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**EXECUTED** by **Cairns & District Junior Eisteddfod Association Inc** in accordance with its constitution and the *Associations Incorporation Act 1981* in the presence of:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature:  
Robin Smith, President

Signature Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature:  
Vicki Sanderson, Secretary

Signature Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_