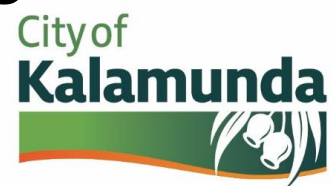


City of Kalamunda & Kalamunda Chamber of Commerce Partnership Agreement 2023/25



KALAMUNDA
CHAMBER OF COMMERCE



1. Parties

City of Kalamunda of 2 Railway Rd, KALAMUNDA 6076 ABN 60 741 095 678 **'The City'**
and

Kalamunda Chamber of Commerce Incorporated ABN 31 934 906 155 **'The Chamber'**

2. Purpose

The purpose of this Partnership Agreement is to identify and agree reciprocal benefits and financial arrangements between the Chamber and the City in the pursuit of economic and business objectives as per Section 4 below.

3. Term

This Partnership Agreement will commence on May 1 2023 for a twelve month period with a one year option to renew through to April 31 2025. This is subject to agreement by both parties unless otherwise terminated under paragraph 6.

4. Purpose

- a) Identifying and facilitating training opportunities for business members.
- b) Helping to make connections that count and engage with other local businesses.
- c) Promote members' businesses
- d) Providing opportunities for young entrepreneurs (SEED).
- e) Providing advocacy for members at local, state and federal government levels.
- f) Acting as a conduit between governing bodies.
- g) Assistance with local government planning approval.
- h) Recognising local business's achievements and excellence.
- i) Engaging in activities to invigorate commercial areas throughout the City of Kalamunda.

5. Reciprocal Arrangements

5.1 The City will Provide:

- a) A waiver of fees and charges for the 'trading in thoroughfares and public spaces licence' for the KCC Farmers Market and Kalamunda Night Market and including waste management to a Total Value of \$ 10 513.
- b) A waiver of fees for use of an office upstairs in the Perth Hills Visitor Centre to the value of \$3 880 (not including cleaning and utility charges).
- c) The use of the City of Kalamunda conference room and/or Zig Zag Cultural Centre seminar room, up to 6 times per year for Chamber workshops, seminars and events to a maximum value of \$1 000.
- d) (Total estimated value of in kind/in lieu of \$ 15 393)

5.2 The Chamber will confer on the City a Platinum Sponsorship status, which includes the following benefits:

5.2.1 Logo & Corporate Promotion

- a) Banner space on the KCC website linked to your website for the duration of this agreement.
- b) Your logo on our monthly newsletter `Connections that Count' and event correspondence.
- c) Your logo banner at our workshops and networking events.
- d) Your logo displayed during webinars and virtual networking sundowners.
- e) Listing on the KCC Member Directory webpage.

5.2.2 KCC Markets

- a) A free permanent stall at each KCC Farmers Market every Sunday (must adhere to market guidelines).
- b) A free permanent stall at each KCC Night Market (must adhere to market guidelines).

5.2.3 KCC Outstanding Enterprise Awards

- a) 10 complimentary tickets to the annual Outstanding Enterprise Awards or any replacement event.
- b) Naming rights to an Outstanding Enterprise Award category.
- c) The opportunity to speak at the Outstanding Enterprise Awards dinner.
- d) Free entry to 2-award categories.

5.2.4 Social Media and Email Newsletter

- a) Share City posts with commercial interest to businesses in the City.
- b) A minimum of 12 shares per month to Facebook and Instagram.
- c) 2 guest articles pa on the KCC blog, 'Chamber Matters'.
- d) 2 guest sections pa in the KCC newsletter, 'Connections That Count'.
- e) Tagging City on all relevant KCC, Farmers Market, Kalamunda Night Market and Forrestfield Night Market posts.

5.2.5 In addition, the Chamber commits to:

- a) Operating the Kalamunda Farmers Market, the Kalamunda Night Market and the Forrestfield Night Market.

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- b) Endeavouring to increase new memberships, particularly in the Kalamunda foothills, to ensure that the Chamber is representative of the entire City of Kalamunda.
- c) Continuing to seek external partnerships and sponsorships that will bring economic investment into Kalamunda.
- d) Provide the City with a copy of the Chamber's Annual Report following the Chamber AGM.
- e) Wherever possible, support the City's programs and initiatives recognising the synergy between the City's youth, commerce, tourism, and volunteer programs and those of KCC.
- i) Providing a copy of its Strategic Plan, which will include KPIs, with advice as to any updates which may affect the operation of the partnership agreement.

6. Termination and Variation

6.1 The Parties may vary this Agreement in writing by mutual exchange of letters signed by the authorised signatory.

6.2 This Agreement may be terminated by:

6.2.1 Mutual written agreement of the Parties at any time; or

6.2.2 Either of the Parties giving six months written notice to the other; or

6.2.3 The City on passing of a Council resolution that the Chamber has, during the currency of this Agreement, wilfully engaged in action intended to directly or indirectly support a local, State, or Federal political party.

6.3 Termination by the City shall not be made pursuant to paragraph 6.2.3 without prior written notice requiring the Chamber to immediately explain, rectify or cease an action. Termination shall not then be made if the Chamber satisfactorily explains, rectifies or ceases the action as required.

6.4 In the event of termination under paragraph 6.2.3, the City may require the Chamber pay to the City an amount equal to or less than the total value of sponsorship, funding or waived fees provided by the City pursuant to this Agreement during the financial year when the action occurred.

7. Terms of Agreement

The rights of either party under this Agreement shall not be transferrable or assignable in whole or part unless agreed in writing and signed by the Parties. The Parties shall indemnify each other against any claims arising from any breach of this Agreement.

8. Signatories

8.1 City of Kalamunda

Signature _____ Date _____

Acting Chief Executive Officer – City of Kalamunda

Witness Signature _____ **Date** _____

8.2 Kalamunda Chamber of Commerce

Signature _____ Date _____

President - Kalamunda Chamber of Commerce

Witness Signature _____ **Date** _____