Record 2

LaUghs of Launnie

Laughs of Launnie

Projected Profit & Loss Statement 2019

Sross Ticket Sales 1 Gala 38,99 Charity Ball 38,99 Debate 28,77 After Party 13,63 Comedy Ashes 15,90 Pub Crawl 24,54 B.O.B 12,77 Boomerangs & Beaver Tails 3,18 The Kagools 9,52 Roadshow 30,66 11 Solo 409,09 Events Tasmania iponsorships 2 Fixed Costs 2 Per Diems 3 Venue Hire - Albert Hall Full Week Venue Hire - Tramsheds Full Week Venue Hire - Staff Expenses (OOP, Accomodation) Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense Petrol	5 3 6 9 5 6 2 5 2 3 1 2 15,000 30,000 918,652
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Debate 28,70 After Party 13,63 Comedy Ashes 15,90 Pub Crawl 24,55 B.O.B 12,77 Boomerangs & Beaver Tails 3,18 The Kagools 9,52 Roadshow 30,66 11 Solo 47,77 6 Solo 409,09 Events Tasmania Sponsorships 2 Total Income EXPENSES Eixed Costs 9 Venue Hire - Albert Hall Full Week Venue Hire - Albert Hall Full Week Venue Hire - Albert Hall Full Week Venue Hire - Tramsheds Full Week Venue Hire - 30% Split of Income Charity - 30% Split of Charity Gala Income AV Equipment Staff Wages - Contractors Staff Wages - Contractors Staff Expenses (OOP, Accomodation) Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense	3 6 9 5 6 2 5 3 1 215,000 30,000 918,652
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Total Fixed Costs Other Costs Comedians - 70% Split of Income Charity - 30% Split of Charity Gala Income AV Equipment Staff Wages - Contractors Staff Expenses (OOP, Accomodation) Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense	20,000
Other Costs Comedians - 70% Split of Income Charity - 30% Split of Charity Gala Income AV Equipment Staff Wages - Contractors Staff Expenses (OOP, Accomodation) Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense	6,450
Comedians - 70% Split of Income Charity - 30% Split of Charity Gala Income AV Equipment Staff Wages - Contractors Staff Expenses (OOP, Accomodation) Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense	326,450
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Staff Wages - Contractors Staff Expenses (OOP, Accomodation) Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense	29,995 10,000
Staff Expenses (OOP, Accomodation) Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense	30,000
Flights Accomodation Office Supplies Research Expenses Motor Vehicle Expense	17,220
Accomodation Office Supplies Research Expenses Motor Vehicle Expense	11,000
Office Supplies Research Expenses Motor Vehicle Expense	39,600
Research Expenses Motor Vehicle Expense	5,000
Motor Vehicle Expense	5,000
	7,000
FELIDI	1,000
Volunteer Management	
Insurance	2,000
Promotion	
Administration	2,000
Other 4	2,000 2,000 50,000 15,000
Total Other Costs	2,000
NET PROFIT/(LOSS)	2,000 50,000

This report should be read with the attached compilation report

NOTES																	Ú	LaUghse
1. INCOME FROM TICKETS																		
	1	Com	edians		1		Ī	1			1	I	I			SPLIT OF INCOM	-	
Show	\$7,000	\$2,000	\$1,000	\$500	Ticket Price	Average Price	Nights	Capacity/ night	Total Capacity	Probability	Expected Capacity	Gross Ticket	Comedian Clawback	Net Ticket Sales	LOL	Comedian	Charity	Net Income
	+-,	+_,	7-7														,	
GALA					\$35 \$45 \$55	\$45	1	950	950	100%	950	42,850	-	42,850	100%	0%	0%	42,850
CHARITY GALA					\$35 \$45 \$55	\$45	1	950	950	100%	950	42,850	-	42,850	30%	0%	70%	12,855
DEBATE		1			\$35 \$45 \$55	\$45	1	950	950	74%	700	31,574	-	31,574	100%	0%	0%	31,574
AFTER PARTY					\$20	\$20	5	500	2,500	30%	750	15,000	r	15,000	100%	0%	0%	15,000
COMEDY ASHES				2	\$35	\$35	5	200	1,000	50%	500	17,500	5,000	12,500	30%	70%	0%	8,750
PUB CRAWL			1		\$45	\$45	3	400	1,200	50%	600	27,000	3,000	24,000	30%	70%	0%	10,200
B.O.B.				3	\$35	\$35	3	200	600	67%	400	13,999	4,500	9,499	30%	70%	0%	7,350
Boomerangs & Beaver Tails				2	\$35	\$35	3	150	450	22%	100 300	3,500	3,000	500	30%	70%	0%	3,150
THE KAGOOLS				2	\$35	\$35	3	200	600	50%		10,500	3,000	7,500	30%	70%	0%	5,250
ROADSHOW				11	\$45	\$45 ¢25	5	150	750	100%	750	33,750	-	33,750	100%	0%	0%	33,750
11 SOLO	c			11	\$35	\$35	3	1,100	3,300	45%	1,500	52,495	16,500	35,995	30%	70%	0%	27,298
6 SOLO	6				\$45	\$45	3	5,700	17,100	58%	10,000	450,000	126,000	324,000	30%	70%	0%	223,200
Total	6		1	20				11,450	30,350		17,500	741,017	161,000	580,017		289,795	29,995	421,227
					•						GST Exclusive	673,652	146,364			263,450	29,995	382,933
2. INCOME FROM SPONSORSHIP & IN-KIN	ID PARTNE	RSHIPS										•	•					
		Funds	In-kind															
Sponsors			III-KIIIQ															
Launceston Council Regional Councils		20,000 10,000																
Telstra		10,000	10,000															
Metro			8,500															
ANZ			10,000															
Lion Nathan			3,000															
WIN			17,500															
Hyundai			7,000				1											
Dev Design			15,000															
Total		30,000	71,000															
3. PER DIEMS		30,000	71,000															
	[
Acts	-	Price per Day	1	Nights	Cost Per Act	Total Cost												
6		7,000		6	\$42,000	252,000												
1		2,000		6	\$12,000	12,000												
20		500		6	\$3,000	60,000												
1		1,000		6	\$6,000	6,000												
Total		10,500			63,000	330,000												
				GST Exclusiv	e	300,000												
4. OTHER EXPENSES																		
Covered by In-Kind Partnerships																		
Credit Card Processing Fees		-	-															
Wifi Access		-																
Onsite Parking		-																
Total		-																

COMPILATION REPORT

The attached estimated profit & loss statement for the year ended 30 June 2018 has been prepared by us from records, information and instructions provided to us by our clients.

We do not accept responsibility for the accuracy of the material from which this statement has been prepared.

The statement has been prepared at the request of and for the purpose of our client only and we do not accept any responsibility to any other party.

ANTHONY LOONE & ASSOCIATES

Dated

LAUNCESTON



The primary reason for Laughs of Launnie Comedy Festival

Bringing together 35+ local, national and international comedians to Launceston, with over 20 shows across 6 days including local communities and municipalities, the primary reason behind Laughs of Launnie Comedy Festival (LOL)... is to put Launceston and Northern Tasmania front and centre of the comedy tour stage and firmly entrench Tasmania as a destination for touring comedians and their acts during the hugely popular Australian comedy festival season.

The creation of this major Launceston event will place Northern Tasmania (and the State) front of mind within the comedy tour landscape, adding an additional destination for travelling comedic artists and providing the opportunity for local comedians to meet, learn and network with, the very best of the 'laughing world'.

Our mantra... 'Life is better when you're laughing'.

Brief Description

The festival will run from Monday 18th March 2019 through to Saturday 23rd March (inclusive). We are proud to have confirmed the following comedians:

Fiona McLaughlan (Australia) Alan Anderson (Scotland) Dan Willis (United Kingdom) Gordon Southern (United Kingdom) Luke Heggie (Australia) Nick Cody (Australia) Jaques Barret (Australia) Mick Neven (Australia) The Kagools - Nicky Wilkinson & Claire Ford (United Kingdon) Lindsay Webb (Australia) Chris Franklin (Australia) Lars Callieou (Canada) Lori Bell (Australia) The Rhino Room (Australia) Tuxedo Cat (Australia) Best of British (United Kingdom) Best of Irish (Ireland)

There will be over 30 national, international and local comedians performing every night of the Festival. This will include 2 Gala Evenings, 1 Debate, 5 Roadshows and 2 Local Shows, (in collaboration with Fresh Comedy and Best of Hobart)

LOL will deliver a range of positive impacts including direct and indirect economic and tourism benefits. Promotion of the City's image as a tourism destination, not only by potential tourism visitors, but also the national and international comedians who perform and return to their countries and states, spreading the word of their positive experience in Tasmania, thereby building profile and reputation as an incredible place to live, visit and invest.

LOL will be heavily engaged with the Launceston school community, with selected comedians selected to present and talk about their background, how they overcame bullying, how they learnt to feel comfortable on stage with public speaking, how they found their confidence and inner voice to assure them they will make it through any struggle they may be currently experiencing.

Mental Health and the opportunity humour can play, sensitively; will also have the comedians engaged throughout the week. There is a critical message which will be reiterated throughout the entire week: **Comedy is powerful.** It gives mental health advocates a powerful voice and helps reduce the stigma and discrimination that often surrounds mental illness.

Planned activities throughout the festival

The events planned have been strategically implemented to gain optimal benefits for the City of Launceston. We are committed to ensure Launceston patrons, through the LOL festival, have the opportunity to experience and participate in a diverse range of vibrant and stimulating events.

Monday 18th March – Opening Gala, Albert Hall (filmed by WIN TV)

featuring half of our acts

Tuesday 19th March – Charity Gala, Albert Hall (filmed by WIN TV)

featuring the other half of our acts, with all proceeds to a 'to be confirmed' charity (likely Ronald McDonald House and Clown Doctors)

Wednesday 20th March The Great LOL Debate featuring 6 marquee acts plus guest adjudicator (filmed by WIN TV)

Thursday 21st March to Saturday 23rd March

All acts performing individual one hour shows at 8 venues across Launceston (3 per venue)

Sunday 24th March

Farewells and awards for performers and staff at an informal venue in Launceston (possibly a BBQ at the Basin)

Tuesday 19th March to Saturday 23rd March - Festival Roadshow

visiting a different municipality each night with a 2.5 hour mini Gala of 4 acts (acts varying each night to involve all of our guest performers)

Tuesday 19th March to Saturday 23rd March

The Late 'n' Live After Party - a late night showcase type show held at the 'Festival Club' with a varying line up each night to involve all of our guest performers

Tuesday 19th March to Saturday 23rd March - Fresh Comedy

The local Launceston comedy show (held monthly all year round but nightly throughout the festival) – Royal Oak Hotel

Tuesday 19th March to Saturday 23rd March - Best of Hobart Comedy

featuring a selection of Hobart based comedians – Royal Oak Hotel

Elements of LOL being used outside of Launceston

Utilisation and activation of community assets including cultural, entertainment, sport and recreation venues are imperative and this will be evident during our 'Regional Roadshows' which will be happening each night of the festival at municipalities neighbouring Launceston - Deloraine, Scottsdale and Westbury.

How the Launceston community will benefit from the event

As the festival is six (6) days, this will provide and generate increased visitation, length of stay and high economic yield, whilst engaging the greater Launceston community. Through LOL, Launceston's profile will be positively promoted in intrastate, interstate and international markets, and align with the unique brand attributes of Launceston; and utilising Launceston's key facilities as event venues.

How will LOL measure the success of the festival

The key measures of success will include; An increase in the number of visitors to the event which will generate a significant tourism impact including increased length of stay and economic yield as a direct result of LOL; Engaging the greater Launceston community; Increased profile and positive exposure of Launceston and the high levels of satisfaction from the entire festival and those involved.

How will this event enable social connections to take place within the community?

LOL are dedicated to ensuring this event is socially and culturally inclusive and as such, have commenced conversations with Rotary Club of Launceston and Rotary Club of South Launceston. In addition to this, connections have been made with the Migrant Resource Centre and local and private schools to all participate in the logistics of the days-of the festival.

What participation opportunities will be available for the community to be involved in this event (including partnerships and volunteering)?

A large number of business stakeholders have been personally contacted and presented to, in order for not only their business to be involved from a commercial sense, but also from a staff connectivity perspective. Through staff being involved, this creates positive morale and community connectivity.

How will the event encourage and support creativity and innovation?

All the comedians will be personally engaging with Best of Hobart and Fresh Comedy in workshops (when not performing) for their personal development, creating relationships with school students and encouraging for them to 'think outside the box' in how they can make their mark on the world, and support the creativity and innovation comedy brings into everyday life, and how the local community can adopt these findings.

What strategies will be utilised via the above avenues to attract intrastate and interstate attendees to the event?

The following strategies have/will be implemented:

- Promotions of the LOL Festival via business/region/councils/comedians social media channels which allows additional media profiles
- Dedicated event social media pages and website which will allow the LOL brand to shine and create the opportunity to make it more engaging with lots of 'behind-the-scenes' and stories to tell about venues etc (this method of communication also potentially has more than 1 ideal customer and attract interstate visitors as it allows better opportunity for social advocacy)
 - Adopting the hashtag #LOLComedy2019 to be used on all marketing collateral
- LOL website which will framework the entire festival and be the main vessel of information electronically
- Leveraging connections with partners and further establish an already sizable database to communicate email 'blasts'
- Investing in Social Media advertising

- Traditional advertising such as flyers, posters, signs, banners, flags, direct mail, partnering with local hotels and restaurants to offer guests 'package deals' in order for the entire business community to benefit
- Using the comedians to spread the word on the comedy circuit for the next 10 months, as well as having 'clips' filmed of each one promoting a certain key message about the festival
- WIN TV, Fairfax Media are confirmed to support the event leading up to, during and after for a full traditional media coverage

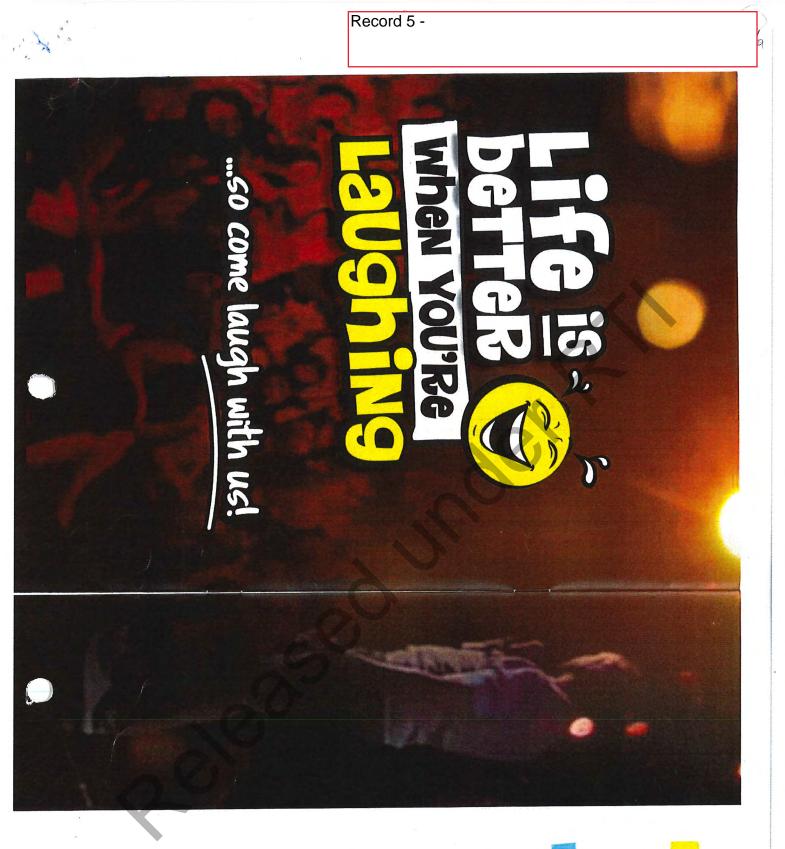
How will this event enhance the experience of Launceston as a unique destination for visitors?

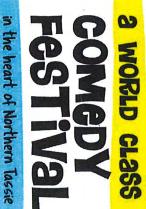
Through the various marketing methods which will be employed to promote the festival, there will be a particular focus on the treasure that is Launceston: Natural Landscape, Local Food & Beverages, Cycling & Mountain Bike Riding, Tours, Heritage, Arts and Culture and Nature and Wildlife.

What partnerships/itineraries will be created to enhance the visitor experience?

LOL are engaging with Tourism Northern Tasmania, Tourism Tasmania, Tourism Industry Council Tasmania, UTAS, Business Events Tasmania, Launceston Airport, CityProm and the Launceston Chamber of Commerce.

Release





Yep, comedy festivals aren't new. In fact, they've been around for years in various locations worldwide... But a festival of THIS calibre is definitely new to Launceston, and something Tassie has been hanging out for!

Laughs of Launnie will bring together local, national and international comedic acts and cornedy personalities to create the ultimate 'laugh out loud' festival, filling the void Tasmanian cornedy lovers have

longed for!

a gap in the aussie comedy tour landscape

Australia plays host to some of the world's most iconic comedy festivals, notably the Melbourne Comedy Festival and Adelaide Fringe.

These festivals continue to enjoy success year on year. Our research shows there is a gap between these two established festivals, a week long vacancy in terms of no comedic events once Acelaide Fringe finishes and the Melbourne Cornedy Festival begins.

Comedy acts are already in the country, there is a sense of limbo for them... what do they do during this time?

...enter LOL, Laughs of Launnie Comedy Festival.



FILLING THE GOP event will place us front of mind utilise existing venues and infrastructure to create popto rub shoulders with the best of radar' for travelling comedic on the comedy tour landscape, Existing local comedic circuits will be cafes... wherever we can fit a staging area, and INVOLVING THE LOCALS Contact has already been made with like minded example on which Laughs of Launnie can be framework within the results. event lies within these resources and the The basis of how to create our own successful use proven successful events as the model. opportunity for local comedians artists and providing the adding another 'blip on the The creation of a Launceston them to be part of the LOL juggemaut! steam rolling like minded organisations, we want approached to be involved. We're not about host a piece of our comedic puzzle. whoever is interested in providing the space to utilised, as well as 'vacant' buildings, shop fronts community. up' events withing the broader Laughs of Launnie will Our sole focus is comedy. to delve into broader areas... similar to existing comedy, but markets, food, art and continues festival monster, encompassing not only The Adelaide event has evolved into a 5 week assistance establishing a direct line of communication and people and organisations behind existing events, Adelaide Fringe in particular provides a solid The aim here is not to recreate the wheel; but to the laughing world Accessability for all age groups Traditional venues of hotels and clubs will be Tasmania. Fasmanian events - Festivale and Tasle of

⁸ INTERNATIONAL MUNICIPALITIES & Comedians Ocal, National

The adelaide. SUCCESSE comparat be found **estival** POWER Can IVELY 2 05

What began as a comedy festival 58 Australia's largest festivals. years ago has morphed into one of

and Laughs of Launnie all mashed into one event.) (Think Festivale, Taste of Tasmania

considering Tasmania's likeness to Adelaide in terms of economic, comparative figures are impressive Our focus is comedy, however demographic and cultural similarities.

can leverage off! surge Northern Tasmania provide a huge economic Laughs of Launnie will

is endless and the benefits inclusive vineyards, restaurants, cafes... the list Hotels, pubs, clubs, breweries, throughout the vicinities of Northern

Council areas and municipalities



Based on the 2017 event...

- and visitor spend economic expenditure attendances, total number of tickets sold In the last 6 years the
- Attracted 18,655 doubled. related to Fringe has
- up 38% on the 2016 international visitors interstate and
- Delivered \$24.3m of event State. NEW money to the
- Number of visitor bed nights rose by 80,000
- lotal expenditure associated with 2017 Fringe was \$81.4m up 5% from 2016

www.adelaidefringe.com.au/2017-annual-review

9

show a notable increase in patronage when a comedian is in town Figures of Launceston theatre venues

1

part of our week long festival.

community orientation will be created to form Daytime comedy shows, school events and is a focus.







Well, We'Re glad You asked.

Laughs of Launnie consists of five key drivers, all with a passion for comedy and enjoying life... kind of like The Wiggles.

Although we all consider ourselves comedians... only one of us can claim that actuality, but our range of skill sets makes for a formidable group.

CHRIS FRankLin

Most famous for writing and performing the song "Bloke", which was certified platinum, reached #1 on the ARIA Charts and was the twelfth biggest selling single in Australia in 2000. Chris is currently based in Launceston where he continues a very successful worldwide comedic tour lifestyle.

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C

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C

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parties involved in a function, large or small. Never stressed, and a man of action, John will be assisting in any way needed to ensure Laughs of Launnie becomes a staple in the medical cabinet for Launcestonians.

Richard Deverell

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C

Chris, Scott, Nardia, John, Richard		
Comedy Festival		
P	\$40,000	SURPLUS
	\$320,000	TOTAL EXPENSES
	STP DOD	Administration (stationery, postage, printing)
	\$20,000	Promotion
2	\$45,000 \$20,000	Equipment (AV, Tech) Event Staff
"so come langh with usi		Consultancy
	\$45,000 (\$3,000 x 15) \$15,000 (\$1k x 15)	
the Aussie comedy tour landscape.		(Popular personalities)
to create a world class event that fills the gap in		Comedians
We're excited of the potential to work with you	ENSES	BUDGET – PROJECTED EXPENSES
	S	
idem	\$360,000	TOTAL INCOME
festival	\$30,000 \$50,000 \$65,000	Council Municipalities Commercial Sponsorship funding Admission/ticket sales
The comedy	\$215,000	State Government funding
Launnie on	OME	BUDGET - PROJECTED INCOME
Ler's put		
	S STUFF	The Serious Stuff





LIGERIS DETERSION DETERSION WHEN YOU'RE LIGERIS

...so come laugh with us!



a world class comedy festival

in the heart of Northern Tassie

Yep, comedy festivals aren't new.

In fact, they've been around for years in various locations worldwide...

But a festival of THIS calibre is definitely new to Launceston, and something Tassie has been hanging out for!

Laughs of Launnie will bring together local, national and international comedic acts and comedy personalities to create the ultimate 'laugh out loud' festival, filling the void Tasmanian comedy lovers have longed for!

a gap in the aussie comedy tour landscape

Australia plays host to some of the world's most iconic comedy festivals, notably the Melbourne Comedy Festival and Adelaide Fringe.

These festivals continue to enjoy success year on year. Our research shows there is a gap between these two established festivals, a week long vacancy in terms of no comedic events once Adelaide Fringe finishes and the Melbourne Comedy Festival begins.

Comedy acts are already in the country, there is a sense of limbo for them... what do they do during this time?

...enter LOL, Laughs of Launnie Comedy Festival.



FILLING THE GaP

The creation of a Launceston event will place us front of mind on the comedy tour landscape, adding another 'blip on the radar' for travelling comedic artists and providing the opportunity for local comedians to rub shoulders with the best of the 'laughing world'.

LOCAL, NATIONAL ⁸ INTERNATIONAL

OMADIa

7 02

MULTiPLE

COMMUNITIES & MUNICIPALITIES

OLAS

The aim here is not to 'recreate the wheel', but to use proven successful events as the model.

The basis of how to create our own successful event lies within these resources and the framework within the results.

Adelaide Fringe in particular provides a solid example on which Laughs of Launnie can be based.

Contact has already been made with like minded people and organisations behind existing events, establishing a direct line of communication and assistance.

The Adelaide event has evolved into a 5 week 'festival monster', encompassing not only comedy, but markets, food, art and continues to delve into broader areas... similar to existing Tasmanian events - Festivale and Taste of Tasmania.

Our sole focus is comedy.

involving The Locals

Laughs of Launnie will utilise existing venues and infrastructure to create 'popup' events withing the broader community.

Traditional venues of hotels and clubs will be utilised, as well as 'vacant' buildings, shop fronts, cafes... wherever we can fit a staging area, and whoever is interested in providing the space to host a piece of our comedic puzzle.

Existing local comedic circuits will be approached to be involved. We're not about steam rolling like minded organisations, we want them to be part of the LOL juggernaut!

Accessability for all age groups is a focus.

Daytime comedy shows, school events and community orientation will be created to form part of our week long festival.

The POWER Of a COMPARATIVELY SUCCESSFUL festival can be found in adelaide.

What began as a comedy festival 58 years ago has morphed into one of Australia's largest festivals.

(Think Festivale, Taste of Tasmania and Laughs of Launnie all mashed into one event.)

Our focus is comedy, however comparative figures are impressive considering Tasmania's likeness to Adelaide in terms of economic, demographic and cultural similarities.

Laughs of Launnie will provide a huge economic surge Northern Tasmania can leverage off!

Hotels, pubs, clubs, breweries, vineyards, restaurants, cafes... the list is endless and the benefits inclusive throughout the vicinities of Northern Council areas and municipalities.



Based on the 2017 event...

- In the last 6 years the number of tickets sold, attendances, total economic expenditure and visitor spend related to Fringe has doubled.
- Attracted 18,655 interstate and international visitors
 up 38% on the 2016 event
- Delivered \$24.3m of NEW money to the State.
- Number of visitor bed nights rose by 80,000
- Total expenditure associated with 2017 Fringe was \$81.4m
 up 5% from 2016.

www.adelaidefringe.com.au/2017-annual-review

Figures of Launceston theatre venues show a notable increase in patronage when a comedian is in town

MaRCH 18-24 2019

It all kicks off with a **COMEDY-PACKED** Gala event

to be held in one of Launceston's historic theatres

LOCAL, NATIONAL & INTERNATIONAL



THE COMEDY EVENT TASSIE HAS BEEN HANGING OUT FOR!

F Shows & events

Launceston Tasmania

One of Australia's oldest cities, a vibrant hub for food and wine, culture and nature. Packed with city and country charm, gorgeous old towns, excellent food, wine and beautiful scenic highlights...

SOON TO BE THE COMEDY CAPITAL OF TASMANIA!

We all laugh, and we all <u>need</u> to laugh, the benefits are endless!

It's good for our health, it underpins our sanity!

In addition to its affects on dopamine release, laughter stimulates the release of other feel-good substances, including endorphins, which are opiates (sedative narcotics) capable of relieving pain, and growth hormone, which plays a role in growth and metabolism.

Studies of the benefits of laughter include improved immune functioning, stress relief, increased tolerance for pain, improved cardiovascular health, reduced anxiety, and improved mood.

a culturally and socio-economically inclusive festival

Comedy has the ability to surprise, subvert and makes us interrogate assumptions that we might not even have known we have.

Humour and laughter is the 'sugar-coated pill' needed for the wider audience to accept diversity. Laughs of Launnie will have the power to move beyond the mere appropriation of ethnicity and challenge the way Tasmanians approach racial and discriminatory issues.

Speaking publicly, MUCH TO LeaRN

It takes alot to overcome the fear and take to the stage, and there is so much to learn from stand-up comedy.

Confidence, knowing your audience, eye contact, focus, engaging with the audience and learning there are no clear rules of engagement!

Laughs of Launnie will give local schools and community groups the opportunities to hear from some of the best public speakers in the world.

MENTALLY healthy

Comedy is powerful. It gives mental health consumers a powerful voice and helps reduce the stigma and discrimination that often surrounds mental illness.

The idea is that laughing at our setbacks raises us above them. It helps people go from dispair to hope, and hope is crucial to anyone struggling with adversity.

Studies prove that hopeful people are more resilient and also tend to live longer, healthier lives.

bullying, it's not funny

Parents, schools and, most importantly, kids struggle with this common, ugly, dangerous issue every day.

It's hard to spot and talk about, but Laughs of Launnie aims to do our bit to help nip bullying behaviors in the bud by exposing school age children to workshops as part of the festival.

Understanding that using 'bully humour' to make others feel small is not ok, is a positive start to opening up conversations and breaking down the bullying cycle that exists in too many areas of today's society.

Laughter Transcends Social, cultural, Sexual & generational diversity.



"So, who's behind this laughs of launnie thing?"

well, we're glad you asked.

Laughs of Launnie consists of five key drivers, all with a passion for comedy and enjoying life... kind of like The Wiggles.

Although we all consider ourselves comedians... only one of us can claim that actuality, but our range of skill sets makes for a formidable group.

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Let'S PUT Launnie on the comedy festival Map!

We're excited at potentially working with you to create a world class event that fills the gap in the Aussie comedy tour landscape.

...so come laugh with us!



Chris, Scott, Nardia, John, Richard





The Honourable Peter Gutwein MP Treasurer Minister for Local Government Minister for State Growth Liberal Member for Bass

27 May 2018

Dear Treasurer Re: Laughs of Launnie Festival

From our meeting on 13th March 2018 regarding seeking Tasmanian Government financial support for Northern Tasmanian inaugural festival, Laughs of Launnie, I wish to take this opportunity to highlight the progression thus far.

There has been an incredible support shown from intrastate, interstate and international comedians and to date we have secured 24 universally known and respected comedians committed to the festival.

Meetings have taken place and in advanced stages of commitment with Launceston City Council, ANZ, Flying Colours, Lion Nathan, Hotel Grand Chancellor and Telstra.

Venues have been confirmed with the hiring of The Albert Hall and Tram sheds for the entirety of the festival, as well as supporting local small businesses (including licensed venues) where performances will also take place.

Touch points for local schools in Launceston and surrounding municipalities have been identified and connected with, as has local Mental Health organisations to assist in the delivery of the framework for these sensitive topics.

We understand the prospectus is currently with the Premier's Office; and I wish to highlight Rick Dunn has been nothing but informative with providing status updates. With impending contractual agreements advancing however, and in order to ensure international acts in particular are secured, we are seeking advice on how we, as Directors, can assist in advancing to the next stage. On behalf of the Directors from Laughs of Launnie, we wish to thank you again for your time and excitement you share with us in delivering an event which will put Tasmania on the world map, in a brand new platform never experienced and harnessed before.

Please feel more than welcome to contact me at anytime, I welcome further communication at a time convenient for you and your Office.

Kindest regards,

Nardia Deverell Director Laughs of Launnie Pty Ltd Personal information withheld without assessment The Honourable Peter Gutwein MP Treasurer Minister for Local Government Minister for State Growth Liberal Member for Bass

24 June 2018

Dear Treasurer Re: Laughs of Launnie Festival

From your recent discussion with Scott Plummer at the Evandale Football Club seeking an update on the current financial situation with Events Tasmania, please see below for your information and appropriate action.

Richard Deverell and myself met with Steven de Haan and Jacqui Allen on Friday 1 June and had an in-depth conversation regarding the festival, and received a positive and helpful response. Many questions were asked (understandably!) regarding how the framework of the event will come to fruition and it was indicated that the financial pitch we originally requested was on the higher end of the scale, and not likely to be received at that figure. It would also require 'moulding' so it sat within the Community realm of available funding.

Following on from this, Events Tasmania requested for a conversation to occur with Gillian Miles, Festival and Events Specialist with Tourism Northern Tasmania which occurred on Tuesday 19th June. The purpose of this was from Events Tas to connect LOL with Gillian who has had previous experience working with Events Tasmania and overlooking budget submissions. Chris Franklin and myself were present and Gillian indicated strongly the festival and the financial request was fair and reasonable.

Please note: At this point we had to minimise the funding allocation from Events Tasmania to \$120,000 as the indication from Events Tasmania was the original funding pitch was too high. As you will identify in the budget attached, there is now \$120,000 allocated from Events Tasmania however this still does not allow for payments to be made that are currently existing, and outstanding. Submissions for Launceston City Council (\$8,500) and Metro Tasmania (\$8,500) have been submitted and awaiting confirmation (announced in September).

Following this, it was requested for the budget to be with Laughs of Launnie Accountants (AL&A) to drill down further however with this being just before the end of financial year and account pressed for time, this again represents another hold up on being able to get this festival off the ground. Once we receive the budget from AL&A, it is then to be sent to Events Tasmania where nothing has been committed to, which leaves us unclear of where the required funding is going to derive from.

We require a financial injection otherwise this puts the festival in jeopardy.

Whilst we are awaiting for traction to take place with funding, Chris Franklin, Richard Deverell, Scott Plummer and myself have been actively engaging with potential sponsors and comedians and proud to have 'secured' comedian acts, venues and in-kind sponsorships which is outlined in the attached document. The event has already reached International recognition within the Comedian circle with the likes of Kirk Smith contacting Chris Franklin from Los Angeles asking to be involved.

Why do we need funding?

In regards to financial support, LOL is in a position whereby contracts to secure comedians (particularly the headlines who require either total upfront payment or there part of) are requiring signing, as well as venue commitments are now due to be paid and unless we can seek financial support from Tasmanian Government, we can not continue. We have spoken with ANZ to secure a bank loan, however a Directors' house is required to be put up as security - and this is not an option.

Recent funding announcements such as Mona Foma receiving \$1.75m per year for three (3) years and Rosehaven receiving a \$500,000 government funding injection, reflects the Government's support of Culture and Arts and although in the inaugural year, LOL too requires a high level of support to be a successful event. With funding to secure acts, and allow promotion, this festival will be incredibly successful.

Laughs of Launnie Festival is an incredible asset to the festival calendar for Launceston and Northern Tasmania. We want to be part of the festival landscape for the calendar of events following on from Festivale, Mona Foma, and Ten Days on the Island.

Treasurer, we thank you for your continued support and interest in Laughs of Launnie and hope to hear from you and your wider team soon. As a final note, Steven, Jacqui and Gillian have been absolutely outstanding in their assistance and communication in which is we truly grateful to be receiving.

Kindest regards,

Nardia Deverell Director Laughs of Launnie Pty Ltd

Artaleted to GODO of 24 Jone 2018



Monies Outstanding: \$189,000

The 6 headlines (highlighted) require either full payment or 50% deposit in order to secure their availability and until funding is allocated, we are not in a position to promote the partnerships.

The \$189,000 accounts for paying three (3) headliners in full as per their contractual Terms & Conditions and paying three (3) half of their full fee.

In total, there will be 24 performers including 2 Galas, 1 Debate, 5 Roadshows and 2 Local Shows (in collaboration with Fresh Comedy and Best of Hobart).

Fiona McLaughlan (Australia) Wil Anderson (Australia) **Dave Hughes (Australia)** Cal Wilson (Australia) Urzila Carlson (South African) Stephen K Amos (United Kingdom) Alan Anderson (Scotland) Dan Willis (United Kingdom) Kirk Smith (United States) Gordon Southern (United Kingdom) Luke Heggie (Australia) Nick Cody (Australia) Jaques Barret (Australia) Mick Neven (Australia) The Kagools - Nicky Wilkinson & Claire Ford (United Kingdon) Lindsay Webb (Australia) Chris Franklin (Australia) Lars Callieou (Canada) Lori Bell (Australia) The Rhino Room (Australia) Tuxedo Cat (Australia)

Monies Outstanding: \$26,250 (\$20k for Albert Hall for the week, \$6,250 for Tramsheds)

Monday 18th March – Opening Gala Albert Hall featuring half of our 26 acts (filmed by WIN TV)

Tuesday 19th March – Charity Gala Albert Hall featuring the other half of our acts (filmed by WIN TV)

Wednesday 20th March – The Great LOL Debate featuring our 6 marquee acts plus guest adjudicator (filmed by WIN TV)

Thursday 21st March to Saturday 23rd March – All the acts performing individual one hour shows at 8 venues across Launceston (3 per venue)

Sunday 24th March – Farewells and awards for performers and staff at an informal venue in Launceston (possibly a BBQ at the Basin)

Tuesday 19th March to Saturday 23rd March – Festival Roadshow visiting a different municipality each night with a 2.5 hour mini Gala of 4 acts (acts varying each night to involve all of our guest performers)

Tuesday 19th March to Saturday 23rd March – The Late 'n' Live After Party a late night showcase type show held at the Festival Club with a varying line up each night to involve all of our guest performers

Tuesday 19th March to Saturday 23rd March – Fresh Comedy The local Launceston comedy show (held monthly all year round but nightly throughout the festival) – Royal Oak Hotel

Tuesday 19th March to Saturday 23rd March – Best of Hobart Comedy featuring a selection of Hobart based comedians – Royal Oak Hotel

Additional in-kind Partnershi	ps
Telstra	\$10,000
Metro	8500
ANZ	10000
Lion Nathan	3000
WIN	17,500
Hyundai	7000
Dev Design	15000
TOTAL	52500

Business Partner Relationships

Additional Notes

T

The price point is between \$25-\$45 per show and therefore allowing this experience to be inclusive to all of the Launceston community. This is a major focus for the festival and ensuring that all low and high socio-economic markets have accessibility to attend the festival multiple times throughout the week.

Elements of LOL being used outside of Launceston is through the utilisation and activation of community assets including cultural, entertainment, sport and recreation venues are imperative and this will be evident during our 'Regional Roadshows' which will be happening each night of the festival at municipalities neighbouring Launceston - Deloraine, Scottsdale and Westbury,

As the festival is six (6) days, this will provide and generate for the Launceston community an increased visitation, length of stay and high economic yield. Through LOL, Launceston's profile will be positively promoted in intra and interstate markets, and align with the unique brand attributes of Launceston; and utilising Launceston's key facilities as event venues with easy accessibility and transport options.



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INCOME

Events Tasmania Launceston Council Ticket Sales Regional Councils Per Diem

TOTAL

OUTGOINGS

Per Diem AV Equipment Staff Wages Venue Hire Albert Hall Venue Hire Tramsheds Research/Ticket Sales Vehicles Vehicles Volunteer Management Insurance Promotion Administration TOTAL

SURPLUS

\$120,000 \$20,000 \$228,355 \$10,000 \$165,000 \$543,355 \$330,000 \$10,000 \$30,000 \$20,000 \$5,000 \$7,000 \$2,000 \$2,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000

Additional in-kind Partnerships	d Partnerships
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Metro	8500
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Lion Nathan	3000
WIN	17,500
Hyundai	7000
Dev Design	15000
TOTAL	52500

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Events Tasmania Major Event Partnerships Program Exit Report Template

To be completed, in accordance with your grant deed, by event organisations that have received financial support through Events Tasmania.

Name of Event	Laughs of Launnie Launceston International Comedy Festival
Start Date of Event	17/03/2019
End Date of Event	24/03/2019
Location of Event	Launceston

Audience Numbers

Type of Participant	Number of Participants
Total Number of Event Participants (artists, crew, media, etc.)	55
Total Number of Event Audience	5421

Type of Participant	Tasmanian	Interstate	International
Total Number of Visitors to the Event Region	5331	73	17

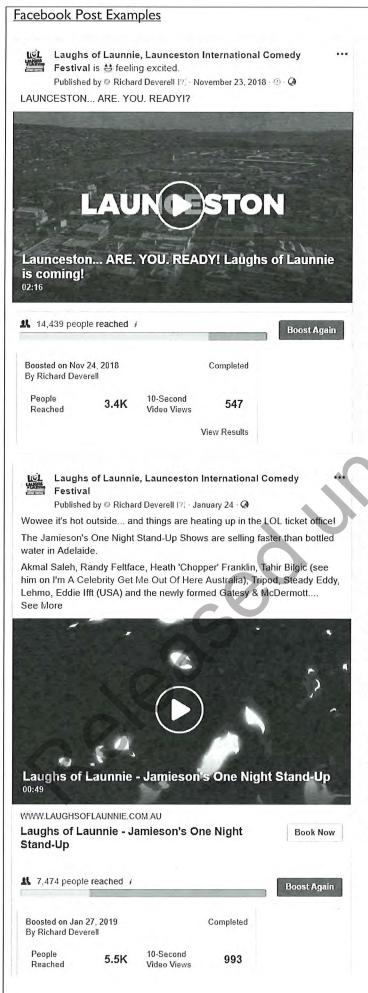
Methodologies

 Outline the methodologies used to measure event audience, intrastate visitors and interstate/international visitors
 Based on information supplied by ticket purchasers through the ticketing website.

Bringing people to Tasmania	 Reporting can include information on: Number of people attracted to Tasmania by the event Number of overall bed nights in paid accommodation Information regarding seasonality 		
Tasmania			
Laughs of Launnie Entertai	ners – 188 room nights		
Intrastate, Interstate, Inter from ticketing website)	national – Estimated room nights 105 (based on residential information obtained		
Note: more accurate figur survey.	es can be provided once we obtain the results from our post festival audience		
Moving people around Tasmania	 Reporting can include information on: Regional dispersal of event (event held in different parts of Tasmania) Tourism dispersal (level of active pre- and post-event touring facilitated by the event, level of activities outside of major centres promoted by event, level of involvement with Regional Tourism Organisations) Intrastate travel (Tasmanians travelling away from home region to other regions in Tasmania, especially where this includes stays in paid accommodation) 		
5 Live regional performance Devonport St Helens Scottsdale Deloraine Georgetown	es via our Roadshow series;		
	s Tour visited 5 locations; ing a local sporting club y Davidson / Iron Horse Bar and Grill		

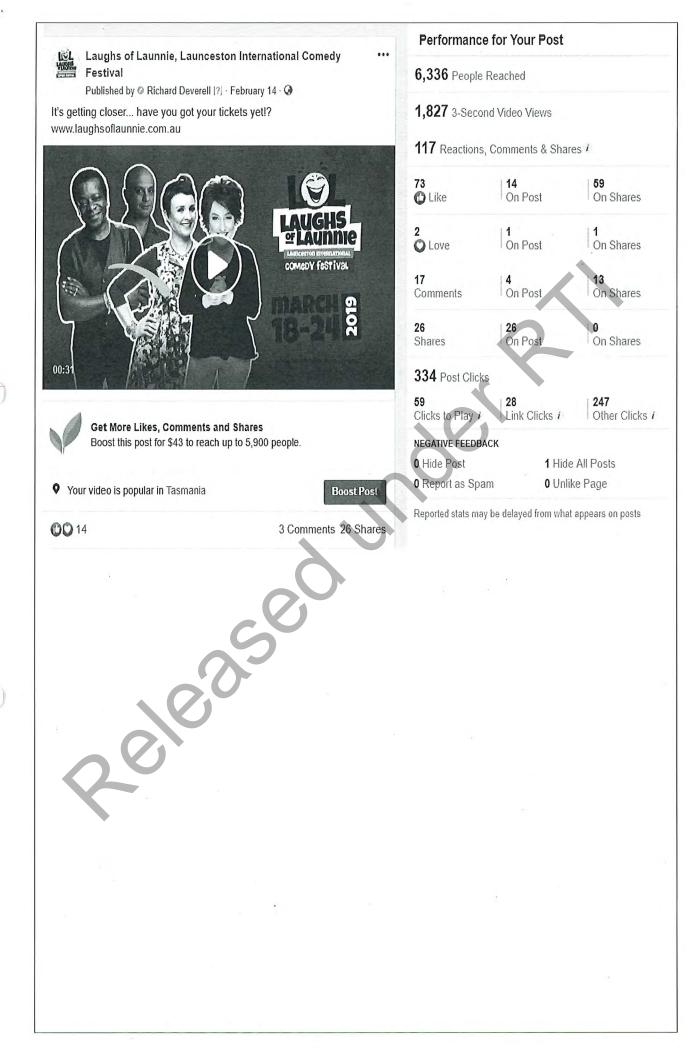
- o Three Willows Winery
- 41° Salmon & Ginseng Farm
- West Tamar Turner Stillhouse

Get people talking about Tasmania	Reporting can include information on:
	• Level of explicit and effective destination promotion delivered
	by the eventStrength and size of active markets engaged by the event
	 Successes and scope of marketing for the event
	Size and quality of the event's social marketing reach
Marketing:	
	\$35,000 (via WIN TV Partnership)
	via Bass Media Partnership / LAFM & Chilli)
	i00 (via Examiner & Advocate Newspapers Partnership) nt Programs distributed through greater Launceston
 Soud printed Ever MacDonald's Part 	
o Launcesto	
	Event branded tray mats,
	A5 flyers in all takeaway bags,
	A0 size posters in store windows
	Life size promotional core flute cut outs. Billboard (Westbury Rd, Prospect)
 Hobart Sto 	
	Selected promotional material
	Poster and printed programs in 50 selected stores
 6 wrapped Promo 	otional Vehicles (via Partnership's with Motors Holden & Flying Colours)
Website Links - over 10	0,000+ visits
Social Media (Laughs of I	∟aunnie Facebook):
PAGE:	
reach	
 Organic 27 	
o Paid 13538	36
POST:	
 engagements; 1740 rooch)9
 engagements; 1740 reach Organic 2! 	



14,439 People Reached					
5,768 3-Second Video Views					
352 Reactions, Comments & Shares /					
220 🕐 Like	19 On Post	201 On Shares			
18 O Love	4 On Post	14 On Shares			
2 ₩ Haha	0 On Post	2 On Shares			
51 Comments	13 On Post	38 On Shares			
61 Shares	60 On Post	1 On Shares			
1,040 Post Click	5				
261 Clicks to Play	0 Link Clicks <i>i</i>	779 Other Clicks 7			
2 Ĥide Post 0 Report as Spam	0 Hide A 0 Unlike				
Performance for	or Your Post				
7,474 People Rea	ached				
3,822 3-Second V	∕ideo Views				
49 Reactions, Con	nments & Shares <i>i</i>				
25 CLike	7 On Post	18 On Shares			
3 O Love	2 On Post	1 On Shares			
1 Comments	1 On Post	0 On Shares			
20 Shares	16 On Post	4 On Shares			
153 Post Clicks					
24 Clicks to Play <i>i</i>	26 Link Clicks 7	103 Other Clicks <i>i</i>			
NEGATIVE FEEDBACK					
1 Hide Post	0 Hide All				
0 Report as Spam	0 Unlike F	age			
Insights activity is repo reported in the time zon	rted in the Pacific time ne of your ad account	zone. Ads activity is			

Performance for Your Post



High quality and	Reporting can include information on:
effective events	 Local support (council, RTO, community services support) Fiscal planning and reporting Activating people (number of volunteers, paid staff FTE's, local
	service providers)
	Event research
	 Community and special interest benefit (charities and community groups involved and monies raised for them, professional benefits to a specific sport or art form, civic pride through mass community involvement
Local Support;	
	Council - \$15,000 0
Fiscal Planning : Budget Please advise.	ing for 2020 has commenced and a report can be forwarded upon completion
Paid Staff:	
I0 x AV Staff	
 I0 × AV Staff I × Events Manag 	er
	er
 I x Events Manag 34 performers 	er
 I x Events Manag 34 performers 	er
 I x Events Manag 34 performers Volunteers: 90 locals 	
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider 	
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) 	^s:
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) VJam (Staging & E Tassie Tees (volu 	^s: quipment) nteers uniforms)
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) VJam (Staging & E Tassie Tees (volu Flying Colours Pr 	rs: quipment) nteers uniforms) inting
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) VJam (Staging & E Tassie Tees (volu Flying Colours Pr Bianca Jagoe Illust 	*s: quipment) nteers uniforms) inting gration & Design
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) VJam (Staging & E Tassie Tees (volu Flying Colours Pr Bianca Jagoe Illust 	*s: quipment) nteers uniforms) inting gration & Design n
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) VJam (Staging & E Tassie Tees (volu Flying Colours Pr Bianca Jagoe Illust Xerox Launcesto 	*s: quipment) nteers uniforms) inting gration & Design n
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) VJam (Staging & E Tassie Tees (volu Flying Colours Pr Bianca Jagoe Illust Xerox Launcesto Commercial Equit Launtel 	rs: quipment) nteers uniforms) inting gration & Design n ty Group
 I x Events Manag 34 performers Volunteers: 90 locals Local Service Provider SafeTas (first aid) VJam (Staging & E Tassie Tees (volu Flying Colours Pr Bianca Jagoe Illust Xerox Launcesto Commercial Equit Launtel 	rs: quipment) nteers uniforms) inting tration & Design n ty Group al interest benefit:
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Event Budget

Please attach a final event budget detailing income and expenditure costs, showing the government grant as a separate item.

Please attach any other supporting documentation

Profit and Loss

Laughs of Launnie Pty Ltd For the period 1 September 2018 to 5 May 2019

1 SEP 2018-5 MAY 2019

Comedian Registrations	1,000.00
Government - Grant	100,000.00
Other Revenue	604.35
Roadshow - Club Contributions	10,000.00
Sales	109,597.69
Sponsorship Income	42,409.09
Total Trading Income	263,611.13
Cost of Sales	
Launch Comedians	7,409.10
Ticket Refunds	18.00
Tier 1 Comedian	255,013.64
Total Cost of Sales	262,440.74
Gross Profit	1,170.39
Operating Expenses	
Advertising	8,642.05
Bank Fees	169.29
Cleaning	11.82
Consulting & Accounting Entertainment	3,507.35
	530.00
Equipment Hire	16,855.84
General Expenses	5,387.57
	1,363.64
Legal expenses Light, Power, Heating	675.61
	106.82
	181.37
Meeting Expenses	F 700 00
Merchandise / Promotion	
Merchandise / Promotion Motor Vehicle Expenses	1,433.24
Merchandise / Promotion Motor Vehicle Expenses Office Expenses	1,433.24 316.56
Merchandise / Promotion Motor Vehicle Expenses Office Expenses Postage	1,433.24 316.56 36.95
Merchandise / Promotion Motor Vehicle Expenses Office Expenses Postage Printing & Stationery	1,433.24 316.56 36.95 1,989.30
Merchandise / Promotion Motor Vehicle Expenses Office Expenses Postage Printing & Stationery Rent / Venue Hire	1,433.24 316.56 36.95 1,989.30 34,126.80
Merchandise / Promotion Motor Vehicle Expenses Office Expenses Postage Printing & Stationery Rent / Venue Hire Travel - Accomodation	1,433.24 316.56 36.95 1,989.30 34,126.80 13,287.22
Merchandise / Promotion Motor Vehicle Expenses Office Expenses Postage Printing & Stationery Rent / Venue Hire Travel - Accomodation Travel - Flights	1,433.24 316.56 36.95 1,989.30 34,126.80 13,287.22 15,781.98
Merchandise / Promotion Motor Vehicle Expenses Office Expenses Postage Printing & Stationery Rent / Venue Hire Travel - Accomodation	5,709.08 1,433.24 316.56 36.95 1,989.30 34,126.80 13,287.22 15,781.98 1,320.55 1,527.21

Net Profit

(111,789.92)

Lander, Alison (StateGrowth)

From: Sent: To: Cc: Subject: Gutwein, Peter (DPaC) Tuesday, 7 May 2019 2:17 PM scott@laughsoflaunnie.com.au Evans, Kim (StateGrowth); Finch, Andrew (DPaC) Laughs of Launnie

Dear Scott

Thank you for your correspondence regarding the 2019 Laughs of Launnie comedy festival.

It was pleasing to receive your feedback that the event was successful, however I note some of the challenges you identified as part of the delivery of the festival.

I understand that the festival has an arrangement in place with the Department of State Growth to consider some additional support in this instance.

I encourage you to commence discussions regarding the process to access these arrangements with the Director of Events Tasmania, Adam Sproule, who can be contacted on (03) 6165 5025 or by email to Adam.Sproule@events.tas.gov.au.

Any discussion regarding support for future festivals is best conducted with Events Tasmania in line with their existing funding programs.

Thank you again for writing to me about the Laughs of Launnie comedy festival. Regards

Peter

Hon Peter Gutwein MP

Treasurer Minister for Local Government Minister for State Growth Level 9, 15 Murray Street HOBART TAS 7000 Telephone: (03) 6165 7670

Public Building 53 St John Street LAUNCESTON TAS 7250 Telephone: (03) 6777 1007



Lander, Alison (StateGrowth)

From: Sent: To: Cc: Subject: Attachments: Gutwein, Peter (DPaC) Tuesday, 23 April 2019 11:29 AM Evans, Kim (StateGrowth) Finch, Andrew (DPaC) FW: LOL Festival Overview Festival Overview.pdf

Follow Up Flag: **Flag Status:**

Flag for follow up Flagged

For discussion

From: Personal information withheld without assessment

Sent: Tuesday, 23 April 2019 11:26 AM To: Gutwein, Peter (DPaC) <Peter.Gutwein@dpac.tas.gov.au> Cc: chris@laughsoflaunnie.com.au; scott@laughsoflaunnie.com.au; Scott Plummer

Subject: LOL Festival Overview

Good Morning Peter,

Please refer attached document.

Pls Note: This email is being sent from personal email address as I am having server issues with my scott@laughsoflaunnie.com.au email.

Regards

Scott

Scott Plummer

scott@laughsoflaunnie.com.au www.laughsoflaunnie.com.au





Good Morning Peter,

Great to touch base again and thank you for the opportunity to discuss the event in further detail and summarise the need for the original funding model.

That the event was overwhelmingly positive is an understatement. I think of all the bar staff, the AV people, the venue staff, the hotel & motel staff, the cleaners, the restaurant staff EXTRA in Launceston because of this festival. Our position is thankfulness, because without you personally and State Growth mentoring, the festival would not have been the 7th largest comedy festival held on the planet.

A quick summary Peter may show how well it was received and how close we are to making it a financial success in year 2 and beyond. Whilst told by Adelaide and Melbourne Comedy Festival Management that it typically takes 3 years to break even, we are prepared to bear some personal pain in the quest for long term gain, even though everyone else benefits along the way. Noting that we were very much in Proof of Concept year one we believe will see us attract greater cash contribution from corporates in the upcoming years.

Highlights for us included:-

The Opening Night Gala with 800+ audience with attendees lined up down Cimitiere St to gain entry. The Great Comedy Debate with 600+ audience and massive outpouring of audience gratitude, all we need is a dollar for everyone who said for us **to do it again**.

One of the most rewarding things was seeing festival attendees returning multiple nights for additional shows, seeing places like the old Great Northern (reinvigorated for the festival) and Tramsheds packed on Friday & Saturday nights with up to 35 events per night across the city and absolutely flat out staff in multiple venues, shows that Launnie is prepared and ready to grow the event. Pleased to see people from as far as Smithton and Hobart heading to the city.

Many festival attendees took the opportunity to make a night of it by wining & dining prior to taking in shows. Taking the comedy on roadshows to St Helens, Scottsdale, Deloraine, George Town and Devonport sees that as a winner for next year with over 800 attending these regional offerings.

Partner Testimonial – Theo Bakirtzis (Motors Launceston) "Whilst attending shows on the Saturday night, the city felt busy with a real buzz about it".

Peter, there were some expected and unexpected Community Benefits with the obvious one raising thousands and awareness for Ronald McDonald House at the Charity Gala. Yet just as pleasing, were spontaneous fundraising by Artists for local charities and causes;

Stephen K Amos fundraising for Palliative Care Tas.

Kirk Smith does a show on Autism, giving 50 tickets to St Giles supporters.

Cal Wilson attending northern state schools to read her latest release book personally to school children.

Fiona O'Loughlin visiting the LGH to see a festival volunteers terminally ill parent.

Peter, State Growth and LOL have created 35 unofficial ambassadors in the form of Comedians - not only for the festival, but Tassie as a result of the hospitality they received. Many want to return and three came by Motorhome and stayed on. More intend to do this next year within a growing relationship with TT-Line.

We note Scotland's Comedian of the Year, Leo Kearse FB testimonial;

"I miss Laughs of Launnie, it was like a fantasy land of lots of nice gigs, friends, sunshine, nice apartment, free booze, barbecue, talking on radio, parties, free stubby holders, being driven around in new cars whenever you want, new friends, gym across the road only \$30 for the week, gigging with famous comedians, meeting up with my old mate Liam, lamb chops. **Maybe the best week of my life. So nice.**

In all reality, the only disappointing thing was the shortfall and we would be most grateful for further support to assist with helping us meet the financial obligations with the many suppliers.

Peter as we know each other well enough and understand the REAL numbers, it is of note that the dollar difference coincidently between the actual Government grant and festival shortfall is exactly what was originally requested in our government proposal.

- Requested: \$215,000
- Grant: \$100,000
- Shortfall: \$115,000

We went from 4 staff to 93 overnight and this was a shock that the operational costs were seriously bigger than anticipated or budgeted. Now that we have produced year one, the real amount is now able to be planned for in future years and dramatically reduced with greater focus on HR and ensuring sponsorship is sought to cover the amount.

Ticket sales year one were pleasing, but still half of what was needed despite some incredible promotion and now we know the channel to sales is through the word of mouth and testimonials gathered along with 4000 email address for ticket purchasers.

Our operational process now see us as very shovel ready for the 2020 Festival as it is now a proven event and adds much to the Tassie Brand.

We see the next 5 years as not only being financially successful with growing sales and local consumption, but also paying tax on profits generated for ourselves having created another iconic event and we have the photos to show anyone who seeks visual evidence.

We have commenced conversations with some larger organisations who saw first-hand how it worked and the level of expertise we brought to logistics, planning, event management and consumer satisfaction. The next Festival we anticipate larger sponsorship dollars based on the support of this one and as an interesting state if everyone brought one paying customer we would have more than broken even.

Our surveys are going out to find out what we need to ensure to make that happen in year 2 and beyond. One last pleasing thing for Treasury is an approach from a company to take on naming rights and expand the concept to a Statewide event within 3 years..... Watch out MONA as the company has many thousands of customers who they wish to entice to Tassie for a laugh.

Peter that we needed the exact amount we originally budgeted was a huge concern for the Directors and we appreciated the support we got, even though we knew we would lose money. What we don't want is to lose so much that we cannot risk doing it again and are appreciative of the chance to ask for a further support payment.

Sincerely yours

S. H.P.

Scott Plummer

072154



Grant deed

The Crown in Right of Tasmania (represented by the Department of State Growth (Grantor)

and

Laughs of Launnie Pty Ltd (Recipient)

OCS APPROVED TEMPLATE Grant Docs-Grant deed (long form) template-2-2014-AU (August 2014)

REFERENCE AND CONTACT DETAILS Department: State Growth Contact officer: Adam Sproule Telephone: (03) 6165 5025 Email: Adam.Sproule@events.tas.gov.au

Document ref: Laughs of Launnie Pty Ltd \$100k 101018

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Grant deed

Details and recitals

Date:

26 October 2018

Parties:

Name

Short form name Notice details

The Crown in Right of Tasmania (represented by the Department of State Growth) Grantor C/- Department of State Growth, C/- Events Tasmania GPO Box 536 Hobart in Tasmania Facsimile: (03) 6173 0287 Email: Adam.Sproule@events.tas.gov.au Attention: Secretary, Department of State Growth

Name ACN/ARBN/ABN Short form name Notice details Laughs of Launnie Pty Ltd 39 624 825 047 Recipient 12 Carr Street Kings Meadows in Tasmania 7249 Facsimile: Email: info@laughsoflaunnie.com.au Attention: Nardia Deverell

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1): Approved Purpose for which the Grant is provided

To assist the Recipient in undertaking Laughs of Launnie (the Event) in 2019

Item 2 (clause 2.1): Grant Amount

\$100,000.00 payable by Instalments in accordance with Item 3.

Item 3 (clause 3.1): Payment method for the Grant

Instalment 1 - \$90,000.00 after signing of this Deed and satisfaction of the Conditions precedent but not later than 31 October 2018; and

Instalment 2 - \$10,000.00 on satisfaction of Conditions precedent after 1 April 2019 but no later than 31 May 2019.

Item 4 (clause 3.2(a)): Conditions precedent to payment of the Grant

- 1) With respect to Instalment 1, written evidence of insurance and the risk management required to secure it to the satisfaction of the Grantor; and
- With respect to Instalment 2, the satisfactory reporting required with respect to the Exit Report to the satisfaction of the Grantor.

Item 5 (clause 3.3): Grant Account

Not Applicable

Item 6 (clause 4.1(d)): Agreed Plan for carrying out the Approved Purpose

The Agreed Plan is the carrying out of the Approved Purpose in accordance with the submission for funding and associated budget documents.

Item 7 (clause 4.1(e)): Agreed Budget for carrying out the Approved Purpose

As provided in the Planning Report referred to at Item 11.

Item 8 (clause 4.4): Date for commencement of the Approved Purpose

The date of this Deed.

Item 9 (clause 4.5): Date for completion of the Approved Purpose

31 May 2019.

Item 10 (clause 4.9(a)): Outcomes

The holding of the Event in 2019.

Item 11 (clause 7.2): Reporting requirements

The Recipient must provide a Planning Report by no later than 31 January 2019.

The Recipient must provide an Exit Report.

The Grantor will provide a report template prior to the expiry of all reporting periods. All information and reports requested by the Grantor of the Recipient must be provided within 10 Business Days of the Grantor's written request. All information and reports must be satisfactory to the Grantor and be in a form acceptable to the Grantor.

Item 12 (clause 9): Insurance

Applicable. \$20,000,000.00.

Item 13 (clause 12): Special terms and conditions

The Recipient agrees;

- a) to provide to the satisfaction of the Grantor written evidence in accordance with the Conditions Precedent and respectively that all relevant insurance policies including public liability insurance have been obtained for the Event;
- b) that any interest received and/or accrued on the Grant is to be used for the Approved purpose;
- c) to provide any other information, report, Progress Report, statement or Statutory Declaration relating to the Approved Purpose that the Grantor may require within ten Business Days of the Grantor's written request;
- d) that any information to be provided by the Recipient under the terms of this Deed is to be in a form acceptable to the Grantor;
- e) to invite the appropriate Tasmanian Government Minister to officially open the Event;
- f) to participate in any funding evaluation that may be undertaken by the Grantor;
- g) that in addition to Clause 5 it must arrange for the inclusion of the Tasmanian Government logo (or such other logo as the Crown directs) on promotional materials and other forms of advertising related to the Event (including programs, post event television sponsor advertising and event signage) excluding merchandise;
- h) that the Crown's assistance will be recognised when using written and verbal acknowledgement at the Event. In such instances the phrase "Laughs of Launnie is supported by the Tasmanian Government" must be adopted;
- i) to liaise with Events Tasmania regarding any planned major media announcements and provide at least two weeks' notice prior to each function;
- j) if the Event has a web presence the Recipient must provide a link to the Discover Tasmania (www.discovertasmania.com) websites. The Recipient is also to ensure that the Event is listed in the Tasmanian Events Calendar;
- k) if the Event has a social media presence the Recipient must tag #discovertasmania where appropriate;
- the Recipient must provide to the Crown a range of Event photographs for reporting and promotional use, and agree to pursue joint copyright arrangements for such photographs as the request of Events Tasmania;
- m) the Recipient must provide a number of tickets as reasonably requested by Events Tasmania to any official functions associated with the Event

GLOSSARY

Exit Report means the report in the format to be provided by the Grantor and in accordance with Item 11 which must include an outline of the key outcomes, tourism benefits, issues and challenges and a final budget detailing income and expenditure costs.

Planning Report means the report to be provided by the Recipient in accordance with Item 11 and includes details of the particular event, objectives and strategies, major sponsors and an event budget.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 11.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grant Account has the meaning in clause 3.3.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Personnel means any person who is an officer, employee, agent, or professional advisor of the Recipient.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

Security Interest means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

(a) (Conditions precedent): If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).

(b) (Payment of Grant instalments linked to performance): If:

- (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
- the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,

the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.

- (c) (Default Events): The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) (Requirement for tax invoice): If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 13.

3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
 - the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
 - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,

having regard to the circumstances in which the Grant is made and the status of the Recipient.

- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (Agreed Budget) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,

of the body corporate.

- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

4.6 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.7 Carrying out activity

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

4.8 Contractors

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

4.9 Outcomes

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
 - (i) ensure that it achieves all of the Outcomes;

- provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.10 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.10 survives the termination of this Deed.

4.11 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.12 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

5.1 Acknowledgement

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

5.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

5.3 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, Specified Event means:
 - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
 - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

6 Repayment of Grant by Recipient

6.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

6.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

6.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

6.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

6.5 Interpretation

Nothing in this clause 6 limits the generality of any thing else in this clause.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 11.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 11, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

8 Indemnities

8.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,

arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;

(b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

8.2 Continuing obligation

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

9 Insurance

9.1 Application

This clause 9 applies if Item 12 states that this clause applies.

9.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) loss or damage to the property of any person,

for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.

(b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that

the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

(c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

10 Representations and warranties

10.1 Warranties

The Recipient represents and warrants to the Grantor that:

(a) (no disputes): except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;

- (b) (transaction permitted): the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
 - (i) any applicable Law or any order or ruling of a Government Body;
 - (ii) any agreement binding on the Recipient;
 - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) (incorporation): if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) (authorisations): if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) (power): the Recipient is not subject to any legal disability or incapacity;
- (f) (binding obligation): this Deed:
 - constitutes a valid legal and binding obligation on the part of the Recipient;
 - (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (information): all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) (Default Event): except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become an Default Event) has occurred or is continuing;
- (trustee warranties): if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) (trustee and personal capacity): the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) (sole trustee): the Recipient is the only trustee of the trust;
 - (iii) (additional trustee): no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) (power): the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) (full force and effect): the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) (due administration): the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;

- (vii) (right of indemnity): the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
- (viii) (**trust deed**): all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:
 - (A) are current and have not been amended, altered or revoked in any way; and
 - (B) contain all of the terms of the trust; and
- (ix) (no default): the Recipient is not in default of its duties as trustee.

10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

10.3 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

11 Default Events, termination, scope reduction and suspension

11.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) (Breach not capable of being remedied): If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) (Failure to remedy breach): If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) (**Repudiation**): If the Recipient repudiates this Deed.
- (d) (Natural person): If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.

- (e) (Body corporate related events): If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
 - in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) (Ceasing to carry on operations): If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) (Meeting of creditors): If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) (Representation): If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

11.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 15.3 (or any later date specified in the notice).

11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
 - (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and

- (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.
- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

11.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

11.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (Suspension Notice), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):

- (i) operates on and from the date of the Suspension Notice; and
- (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:
 - (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

13 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 13 as if it were an actual payment made pursuant to this Deed.

(g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

14 Dispute resolution

14.1 Application

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

14.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

14.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:
 - (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 14.3(a):
 - prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

14.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

14.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

14.6 Injunctive and other discretionary relief

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

15 Notices

15.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

15.2 Method and address for delivery

- (a) Subject to clause 15.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

15.3 Time of receipt

- Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

- (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

15.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

16 Miscellaneous

16.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

16.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

16.3 Entire agreements clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 16.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

16.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

16.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

16.6 Compliance with obligations

(a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

- (i) comply with the provisions of this Deed related to that performance; and
- (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

16.7 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

16.8 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

16.9 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

16.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

16.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

16.12 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

16.13 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

16.14 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

16.15 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

16.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

16.17 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

16.18 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

16.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

16.20 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

16.21 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.

- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

16.22 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

16.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

16.24 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

16.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).

- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 16.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature: →	Being a person who has authority to sign this Deed on behalf of the Grantor		A
*Print name and position:	MICHAEL MANN	Witness' signature: →	Munuer
		*Witness print name and position:	ROGER SWEENEY Public Servant
*Use BLOC	CK LETTERS	*Witness print address:	4 Salamanca Place Hobart Tas 7000

Execution by the Recipient

Executed as a deed by Laughs of Launnie Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001* (Cwlth):

Signature: \rightarrow	Afrevell	Signature: \mathcal{M} . Olulle	
*Print name and office held:	Richard Deverell Director.	*Print name and office held: DIRECTOR	

*Use BLOCK LETTERS

Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'