



## SHIRE OF DENMARK

953 South Coast Highway (PO Box 183), Denmark WA 6333

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# SERVICE AGREEMENT

## 1. INTRODUCTION

- a) In accordance with the Community Contributions Policy, the Shire of Denmark can decide to provide services to the community beyond the essential functions of the local government.
- b) Service agreements for service delivery can be forward commitments for up to three years, subject to the requirements of the Purchasing Policy.

## 2. PARTIES

**Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia 6333

and

**Denmark Arts Council Incorporated** [A08203884] of 2a Strickland Street, Denmark, Western Australia 6333

## 3. TERM

Three (3) years from 1 July 2024 to 30 June 2027.

## 4. OBLIGATIONS AND RESPONSIBILITIES

It is agreed as follows:

- 3.1 During the term of this agreement, and in consideration of the financial assistance provided by the Shire, Denmark Arts agrees to the following deliverables:

Deliverable	Outputs/Details
Brave New Works Festival (biennial)	Held in March, focuses on youth and elderly (65+) connections, with presentations at Blue Wren and Amaroo Lodge. It includes a fringe-style tent at Denmark Arts and the Civic Centre, youth training on budgets, career progression, and work experience. A national act will headline with a kids' show to engage young families.
Brave New Works Professional Development (biennial)	Held in March, one night of performances at Denmark Arts and skills development workshops. Funds 5-6 lead Denmark artists to attend the CircuitWest Showcase. Focuses on career progression and creating tour-ready performances.

24 September 2024 - Attachment 9.3.3

Festival of Voice (biennial)	Held June long weekend. Traditional three day/night festival. Benefits Denmark and WA community.
Festival of Voice Professional Development (biennial)	Held June long weekend. Two day singing and choir master camp with national/international mentors. Includes a community performance by schools/youth and ticketed performances by headliner and local support acts at the Civic Centre. Benefits Denmark and WA community.
REVIVE Sculpture Aware	Ten day outdoor exhibition with a \$2,000 acquisitive prize for weather-resistant works and a \$500 small sculpture award for indoor works held at the Shire Hall. Includes a \$250 People's Choice award. Focus on recycling and integrating reusable materials into art practice, enhancing the town's vitality with new artwork. Benefits Denmark and WA community.
Minor Programming	Create and deliver minor programs annually, directly responding to the needs of the Denmark Community. These programs will be flexible to adapt to emerging community interest and needs. Criteria include diverse locations within the Shire, inclusivity of ages and abilities, community engagement and a variety of activities.

3.2 During the term of this agreement the Shire agrees to:

- a) Provide financial assistance to Denmark Arts, for the term of this agreement, to enable it to perform its obligations under this agreement. Following the annual budget adoption and upon receiving an invoice from Denmark Arts, the Shire will pay these funds within 10 working days.

1 July 2024 to 30 June 2025 - \$65,000 ex GST

1 July 2025 to 30 June 2026 - \$65,000 ex GST

1 July 2026 to 30 June 2027 - \$65,000 ex GST

3.3 Neither party shall hereby in any way, or for any purpose, become a partner of the other party in the conduct of that party's business or otherwise or a joint venturer or a member of a joint enterprise with the other party.

3.4 This Agreement shall be governed by the laws in force in the State of Western Australia.

3.5 In the event of any part of this Agreement being or becoming void or unenforceable then that part shall be severed from this Agreement. Nothing prevents either party proposing a replacement part that is able to be enforced, if required.

- 3.6 Any amendments to this Agreement are to be agreed to by both parties in writing. The variation then becomes an appendix to this Agreement.
- 3.7 This Agreement shall be binding upon each party notwithstanding the avoidance, invalidity or unenforceability of any part.
- 3.8 The tolerance or sufferance of any breach or default under this Agreement shall not be construed to be a consent to or a waiver of that breach or default.
- 3.9 Neither party shall at any time without the prior written consent of the other party disclose to any person any trade secrets, customer lists, patents, design copyright materials or confidential information relating to the other party's business or to any of its related or associated companies. Both parties shall at all times take all necessary and available steps to prevent such disclosure to any person not entitled thereto.
- 3.10 Any demand or notice to any party shall be validly made or given if purporting to be signed by the party or by that party's representative having that party's express or implied authority in writing. Such demand or notice is to be delivered or sent by post to the other party at that party's address. Such demand or notice shall be deemed to have been served on the date which such letter would in the ordinary course of post have arrived at the address to which it is sent.
- 3.11 Each party shall pay their own legal costs for the preparation, examination and execution of this Agreement and shall share equally any duties payable hereon.
- 3.12 No party shall assign, transfer or convey any of its rights or obligations under this agreement without the prior written consent of each of the parties.
- 3.13 Denmark Arts will report against the service agreement deliverables each year during the agreement term between 1 May and 30 June by:
- a) providing a written report to the Shire's CEO; and
  - b) making a presentation to Council.

#### **4. DISPUTE RESOLUTION**

- 4.1 A party claiming that a dispute has arisen must notify the other party in writing by giving details of the dispute.
- 4.2 During the 21-day period after a notice is given (initial period) each party to the dispute must use its best efforts to resolve the dispute.
- 4.3 If the dispute is unable to be mutually resolved within the initial period, the dispute will be referred for mediation in accordance with the Mediation Rules of the Law Society of Western Australia.
- 4.4 A mediator will be nominated by the President of the Law Society of Western Australia or the President's nominee and each party will share equally any costs associated with the services of a mediator.
- 4.5 The decision of the mediator shall be final and binding on all parties.

## **TERMINATION AND DAMAGES**

- 5.1 Termination of this Agreement can be made by either party by written notice to the other party if the other party commits any breach of any provision of this Agreement and has failed to remedy such breach within thirty (30) days of receipt of written notice requiring it to do so.
- 5.2 Any termination of this Agreement pursuant to sub paragraph 5.1 is without prejudice to the rights of the party terminating to seek and obtain damages for any breach of this Agreement by the other party.

DRAFT

Executed as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

The Common Seal of  
**Shire of Denmark**  
was hereunto affixed in the  
presence of:

\_\_\_\_\_  
Shire President

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed by Denmark Arts Council Incorporated**  
in accordance with section 127 of the Corporations Act 2001:

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Signed** by the presence of: }

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

\_\_\_\_\_  
Witness Address

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

\_\_\_\_\_  
Witness Occupation