Terms and Conditions

By participating in the EOI process, participants acknowledge and accept the following terms and conditions.

1. General

- Respondents selected through this Expression of Interest process will become the appointed Charity Partner as follows:
    - 2027 Sydney Christmas, with option to extend to cover the 2028 event;
    - 2027 Sydney New Year's Eve, with option to extend to cover the 2028 event; and
    - 2028 Sydney Lunar Festival, with option to extend to cover the 2029 event.
- Respondents must not make any statements to the media about the Expression of Interest process and/or the Events without prior approval from the City. If Respondents or other personnel involved in the Expression of Interest process are contacted by the media, they must first contact the City before providing any response.

2. Expression of Interest Procedure

By submitting an Expression of Interest, the respondent acknowledges that:

- the City at its absolute discretion reserves the right to accept or reject any Expression of Interest;
- the City at its absolute discretion reserves the right to reject the offer of any Respondent who has any unresolved disputes with the City;
- any costs incurred by respondents in any way associated with the preparation and submission of this Expression of Interest, will be entirely borne by the respondent; and
- no legal or other obligations will arise between a respondent and the City unless or until formal documentation has been signed.

3. Information and Enquiries

- Where a Respondent has any doubt about the meaning of any aspect of the Expression of Interest, the Respondent must make enquiries about and clarify matters with the City's nominated Contact Person. All enquiries about the Expression of Interest must be referred in writing via email to the City's nominated Contact Person.
- All communications related to this Expression of Interest should be addressed to the City's nominated Contact Person and not to other City officers or persons.

4. Respondent Not to Solicit City Personnel

- Respondents (or any representative of a Respondent) must not, at any time before the City makes a final decision to accept a submission, contact or interview or attempt to interview or discuss or attempt to discuss with Council members, employees, authorised representatives other than City's nominated Contact Person in accordance with the Expression of Interest, any matter about the Expression of Interest or any other Expression of Interest submitted in response to the Expression of Interest. The City reserves the right to reject any submission which contravenes this condition.
- For clarity, a representative of a Respondent, for the purpose of this condition, includes a person or other legal entity who acts at the request of a Respondent or its agent. Also, this

condition does not prevent ordinary business or other contact arising from or pertaining to City functions (so long as that contact is not used to interview or attempt to interview or to discuss or to attempt discussion on any matter relating the Expression of Interest).

5. Returnable Information

- Respondents must complete all parts of the online form.
- The City may reject any Respondents Expression of Interest which does not provide all of the required information.

6. Lodgement of Expression of Interest

- Submissions must be submitted using the online form by Wednesday 7 October 2026 at 11.59pm Sydney time.

7. Acceptance Of Expression of Interest

- The City reserves the right to select charities for one or more events.
- If the City accepts an Expression of Interest, it will issue a notification to the preferred Respondent. This notification does not create a contract with the Respondents. The City and preferred Respondent(s) are legally bound only when a written Charity Participation Agreement is executed by the parties. Lodgement of an Expression of Interest will itself be an acknowledgement and representation by the Respondent that it agrees to comply with the Charity Participation Agreement in its entirety.
- The City reserves the right to not proceed with any response submitted via the Expression of Interest, and/or to source charities outside the Expression of Interest process.

8. Charity Partner Agreement

- Successful Respondents will enter into a Charity Participation Agreement (the Agreement) with the City to formalise the engagement. A copy of the Agreement can be viewed at https://www.cityofsydney.nsw.gov.au/opportunities/major-events-festivals-charity-partnerships.
- No amendments to the Agreement conditions or terms will be accepted.
- Successful Respondents are responsible for obtaining public liability insurance (minimum of $20 million per occurrence) and workers compensation insurance, in accordance with the Agreement.
- Successful Respondents utilising volunteers to carry out services are responsible for obtaining Volunteer Accident Insurance, in accordance with the Agreement.

9. Conflict of Interest

- “conflict of interest” means an actual or potential pecuniary or non-pecuniary conflict of interest (see the Council’s Code of Conduct under Governance for further explanation of these terms).
- Respondents must disclose any conflict of interest in entering into, and carrying out the activities and responsibilities required as part of, the Agreement. Where a Respondent has a conflict of interest, the Respondent must provide the City in writing with detailed information about the nature and scope of the conflict of interest and include details of any arrangements proposed to resolve or manage the conflict of interest should the Respondent be appointed as the charity partner and enter into the Agreement. Based on the information provided by the Respondent, the City will make the final decision regarding the Respondents

conflict of interest. If a conflict of interest is not disclosed by a Respondent and the City then becomes aware of the conflict, Respondents may be excluded from this Expression of Interest process and/or any future processes by which the City is seeking the provision of event charity partners.

- Additional Information relating to the City's requirements of Respondents regarding how to submit an Expression of Interest, frequently asked questions and ethical business conduct can be found on the website.

10. No Business in Abuse

- Respondents are advised that the City has resolved to adopt the "No Business In Abuse" pledge and is currently reviewing the implementation of the pledge in the context of its procurement policies. If and to the extent this review results in a change to the City's existing Expression of Interest practice and such change affects this Expression of Interest process an addendum will be issued to all Respondents. For the information of Respondents, the pledge provides that all companies should:
  a) have zero tolerance for child abuse;
  b) respect people's fundamental rights to freedom from arbitrary and indefinite detention;
  c) not treat people in a cruel, inhumane or degrading manner; and
  d) commit to transparency and independent monitoring to ensure these principles are upheld.

11. Assessment Criteria

- Submissions will be examined and evaluated according to the criteria detailed in the Expression of Interest. Each of the mandatory evaluation criteria listed above is critical to this Expression of Interest. They are not of equal weight for evaluation and are not listed in order of priority.
- Respondents compliance on each of the mandatory evaluation criteria will be separately evaluated using the Evaluation Rating Scale below:

Score Rating	**Description**
90 – 100	No risk, excellent response with added value and innovation
80 – 89	No risk, excellent response
70 – 79	Very low risk, good response
60 – 69	Low risk, good response
50 – 59	Low risk, acceptable response
40 – 49	Medium risk, but acceptable response

- If a Respondent receives a score of less than 40 in any one mandatory assessment criteria, that Respondent will be deemed non-compliant and will not be recommended for acceptance by the City.
- The City may undertake financial assessments of Respondents to determine their financial capacity to enter into and carry out the activities and responsibilities contained in the Charity Participation Agreement. This may be undertaken by a third party appointed by the City.

- On request the Respondent must provide recent year's financial information which may include financial statements (P&L, Balance sheets and notes) and Management accounts / financial statements.