

# **EXPRESSION OF INTEREST**

# COMMERCIAL SIGNAGE IN DARLING HARBOUR AND THE ROCKS

# **BOOKING REQUEST CONDITIONS**

Commercial signage is hired on a weekly basis and installed and removed on weekdays. A quote will be issued based on this booking form. PM NSW will endeavour to provide all hirers with their preferred banner location. However, this will be subject to availability and cannot be guaranteed. Please identify your preferred location/s and period of hire on the form below.

APPLICANT DETAILS									
	ABN/ACN:								
Registered Office Address:									
Mailing Address: (if different from above)									
	Position:								
		Mobile Number:							
	Email			Website:					
		_							
BOOKING DESCRIPTION	ON								
Event Name:									
Event Location:									
Event Dates:	Start:			End:					
Period of Hire:	Install:		Dism	antle:					
Event Overview:									
ARTWORK									
	Image/s of proposed artwork design/s for approval are attached								
Artwork will be provided at a later date for approval. $\Box$									
Please note: artwork must be sent for approval at least one month prior to scheduled install date									
FEES AND CHARGES									
All Tax Invoices issued by PM NSW must be paid by the due date.									
Please note: tax invoice will be issued one month prior, and must be paid 7 days prior to scheduled install date									



LOCATIONS										
Bookings are made per locations (all banners per locations)										
Pole Banners										
Darling Harbour & Pyrmont Bay										
DH01	Market Street footbridge (5)		DH12	Cockle Bay (36)						
DH02	Pyrmont Bridge (80)		DH17	Iron Wharf Place (18)						
DH03	Guardian Square (7)		DH18	Tumbalong Stage (10)						
DH08	Liverpool Street footbridge (16)		DH19	Moriarty Walk (7)						
DH09	Bathurst Street (7)		DH20	Darling Drive / Pier Street (6)						
PBP01	Pyrmont Bay Park (6)									
The Rocks										
CQ1	Circular Quay east (16)									
CQ2	Circular Quay south (12)									
CQ3	Circular Quay west (13)									
☐ I hereby certify that the information in this EOI is complete and correct to the best of my knowledge.										
☐ I accept terms and conditions of hire.										
(Signature of Applicant)										
Position:										

PLEASE RETURN THIS COMPLETED FORM WITH ANY SUPPORTING DOCUMENTS VIA EMAIL: SPONSORSHIP@PROPERTY.NSW.GOV.AU



# Terms and Conditions

#### 1. Availability

- 1.1. Commercial signage hire is subject to availability and approval by Place Management NSW (PM NSW).
- 1.2. PM NSW will assess each application on its merit and take into consideration, among other things, the impact on the precinct, visitors and residents.
- 1.3. PM NSW reserves the right to refuse commercial signage hire based on the appropriateness of the banner design.
- 1.4. PM NSW reserves the right to decline bookings from hirers that are involved in what could be interpreted as unethical or immoral activities or business practice. Commercial signage must adhere to the Australian Association of National Advertisers Code of Ethics.
- 1.5. PM NSW will occupy vacant commercial signage with, but not limited to, PM NSW event or brand banners.
- 1.6. PM NSW will take into consideration other confirmed bookings when assessing applications and take into consideration potential conflicts of interest with other bookings, events or precinct stakeholders.

# 2. Artwork design and production guidelines

- 2.1. Artwork must:
- a. Complement the precincts' visual attractiveness, decorative style, brand and visitor experience.
- b. Create a sense of arrival and place and promote PM NSW's precincts as destinations for visitation.
- c. Assist in the promotion of venues and/or events by conveying information about cultural, community, sporting, recreational or tourist events, festivals or major activities.
- d. Not include tactical messaging.
- 2.2 The design and colour of banners must be approved by PM NSW prior to production. Approval is dependent upon compliance with the standards set out in this document.
- 2.3. Artwork must comply with the following guidelines:
- a. Commercial signage is a decorative medium and not intended to be used for advertising products or individuals.
- b. The size of any corporate branding graphic is unrestricted when an event or activity name incorporates the sponsor's brand.
- c. Business designs must not include the promotion of third parties (including, but not limited to, logo placement).
- d. Sponsor logos must not dominate the banner. A maximum of 20 per cent of the total viewing area may be used for sponsor or corporate logo placement. Alternatively, one in five of all artwork may be dedicated to sponsor or corporate logo placement so long as the remaining four of the five banners promote the activity only.

- e. The use of the Government NSW logo is only permitted with PM NSW's approval.
- f. Obscene, offensive, obnoxious, derogatory or defamatory material is not permitted.
- g. Advertising or promoting political messages is not permitted.
- h. Event details must be highlited, including event name, date and location.
- 2.4. All costs relating to commercial signage design and production are to be met by the hirer.
- 2.5. The hirer understands that commercial signage is subject to damage that could be caused by weather or vandalism. The Authority accepts no responsibility for any damage caused to commercial signage during the period of hire.
- 2.6. Commercial signage is subject to adverse environmental conditions such as rain, wind and sun, which can result in deterioration, or damage, including fraying, wearing and fading. PM NSW reserves the right to remove banners where there is a potential safety risk to the public, or the appearance has deteriorated and is no longer presentable to the satisfaction of PM NSW.
- 2.7. It is recommended that hirers arrange for additional pole banners to be produced (five per cent more than the total number of banners required is recommended). The timeframe in which replacement banners can be installed is dependent on access to the area and availability of the installation providers.
- 2.8. While pylon banners are appropriately lit at night, lighting may have to be turned off under certain circumstances.
- 2.9. Any costs incurred by PM NSW to replace or remove damaged commercial signage will be at the expense of the hirer

## 3. Period of hire

- 3.1. Pole Banners can be hired for a minimum of one day unless agreed otherwise by PM NSW.
- 3.2. Pylon Banners can be hired for a minimum of one week unless agreed otherwise by PM NSW.
- 3.3. Banner placement is at the discretion of PM NSW.
- 3.2. Private events: period of hire may commence no more than seven days prior to the event start date and removed no later than one day after the event concludes. Commercial signage can be hired for a maximum of two weeks, unless otherwise approved by PM NSW.
- 3.3. Public events: period of hire may commence no more than 14 days prior to the event start date and removed no later than one day after the event concludes. Commercial signage can be hired for a maximum of four weeks, unless otherwise approved by PM NSW



#### 4. Permitted use

- 4.1. Commercial signage can be used to promote:
- a. Events (including PM NSW events; special events including Australia Day and other New South Wales Government-endorsed events and commercial or community events) and events outside the precinct which are of state or national significance as determined by PM NSW.
- b. Events being staged at the ICC or other stakeholder venues.
- c. Stakeholder brand messaging.

# 5. Delivery and collection

- 5.1. Commercial signage must be delivered to the relevant delivery address at least ten working days prior to the installation date.
- 5.2. Banners should be individually wrapped and clearly labelled by the manufacturer. The number and design of banners must be clearly marked on each box/bag.
- 5.3. Banners that require clips must have them attached.
- 5.4. Instructions for complex banner sequencing must be provided. Any costs associated with reinstalling banners and panels as a result of incorrect or incomplete information will be charged to the hirer.
- 5.5. A form indicating the manufacturer's specifications must be included with the banners and panels to certify that they have been produced in accordance to the minimum standards outlined in PM NSW specifications.
- 5.6. Banners and panels can be collected two working days after the specified removal date and should be collected no later than seven working days following the removal date.
- 5.7. PM NSW reserves the right to dispose of any banners and panels not collected within seven days from the date banners are removed. The hirer will be responsible for any costs incurred by PM NSW in disposing of the banners

# 6. Installation and removal

- 6.1. Installation and removal will occur on weekdays. Additional costs may be incurred for installation and removal of banners on weekends. Hirers will be informed of any additional fees that may apply on request and prior to installation.
- 6.2. Installation and removal is subject to weather and the number of banners scheduled to be installed. Hirers should allow for one day variance in the duration of their hire for the installation and removal of banners unless under extreme weather conditions.
- 6.3. Delivered banners that are not compliant with the specifications may require alterations at the hirer's expense prior to installation.

- 6.4. Hirers will be charged for installation and removal in addition to hire.
- 6.5 Full fees for installation will be payable in the event that:
- Banners are delivered late.
- Banners do not comply with the specifications and cannot be installed.

### 7. Storage of property

- 7.1. Banners remain the property of the hirer. The hirer is responsible for storing banners once they have been removed from the hire locations and must ensure that banners are stored in good condition if they are to be re-used.
- 7.2. The hirer is responsible for the cleaning of banners.

# 8. Terms of payment

- 8.1. The balance must be paid in full seven days prior to the scheduled banner installation date.
- 8.2. Pylon and other banner hire for up to three months; full payment (including hire, installation and removal costs) payable a minimum of seven days prior to installation.
- 8.3. Pylon and other banner hire for more than three months: three months hire plus installation and removal costs payable a minimum of seven days prior to installation.
- 8.4. Failure to pay the deposit and/or balance will cancel the booking unless otherwise approved by PNSW.
- 8.5. Hirers who fail to comply with the terms and conditions of payment will lose their booking.
- 8.6. Payment terms are subject to change.

## 9. Cancellation

- 9.1. If a booking is cancelled by the hirer the following charges will apply:
- a. Less than 60 days prior to the installation date: 25 per cent of the total fee quoted.
- b. Less than seven days prior to the installation date: 100 per cent of the total fee quoted.
- c. Cancellations that are made prior to approval and acceptance of the quote will not incur a cancellation charge.
- 9.2. PM NSW reserves the right to cancel bookings at any time due to unforeseen circumstances such as maintenance works. In such circumstances PM NSW will endeavour to honour the booking and work closely with the hirer to relocate banners to alternative locations.
- 9.3. Where payment has been received, money will be refunded at the following rates:
- a. Prior to installation: full refund for the hire, installation and removal for affected banner poles.
- b. During the period of hire: pro rata refund for banner pole. Installation and removal costs will still apply.



#### 10. PM NSW Responsibilities

- 10.1. Commercial signage will be monitored during the period of hire for damage that may occur, either from adverse weather or vandalism, which may render a banner unsuitable or unsafe for display.
- 10.2. PM NSW will review banner artwork and design to check that it is consistent with PM NSW signage policies and that content is appropriate for public display. PM NSW will not be held responsible for any offensive, defamatory or insensitive advertising material or any infringement of intellectual property rights including patents and trademarks.
- 10.3. PM NSW will coordinate the installation and removal of banners.

# 11. Indemnity

- 11.1. The hirer indemnifies PM NSW against any losses, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim for compensation by a third party against PM NSW for:
- a. banners containing material that is offensive, defamatory or insensitive
- b. banners infringing upon intellectual property rights including patents and trademarks.

#### Activities and events include:

# (within the precinct)

- Corporate or private functions: events that are staged 'invitation-only' to a targeted audience, including international organisations, and may attract registration or entry fee to patrons.
- Movable/transitory events: events such as parades, rallies, and fun-runs, marches and street theatres.
- Public events: events that are open to the public and free of any entry charge; for example, public markets, community events, festivals and performances.
- Fundraising for registered charities: events that are held for only publicly recognised and registered charities; e.g. annual Salvation Army Red Shield Appeal.
- Individual ceremonies: events held by individuals or organisations for events such as weddings, naming days, public openings.
- Launches: product, exhibition, attraction or show promotions.





# Further information

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