**From:** Admin <admin@iceo.net.au>

**Sent:** Wednesday, 12 February 2020 8:13 PM helen.blackburn@bundaberg.qld.gov.au

**Subject:** ICEO Review Request - Cr Jack Dempsey - Our ref: 8933

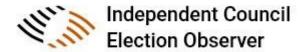
**Attachments:** ratesfreeze11feb20.png; Fact\_check.docx

#### Cr Blackburn

We endeavoured to send the following email to your helen@votehelen.com email address but it was returned as the "mailbox was unavailable".

We are accordingly re-sending it to your Council email address.

Kind regards
ICEO Administration



## admin@iceo.net.au www.iceo.net.au

From: Admin <admin@iceo.net.au>

**Sent:** Wednesday, 12 February 2020 8:05 PM **To:** helen@votehelen.com <helen@votehelen.com>

Subject: ICEO Review Request - Cr Jack Dempsey - Our ref: 8933

#### Cr Blackburn

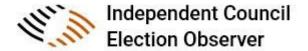
The Independent Council Election Observer (ICEO) has been established with the aim of promoting truth and accuracy in campaigning in the lead up to the 2020 Queensland Local Government elections so the voting public can be more confident they have not been misled by fake news and false information before casting their vote. The ICEO will accept written requests from all new and re-contesting councillor and mayoral candidates, and Councils, to fact check allegations posted on social media or elsewhere which may be false and misleading. For further information on the ICEO please go to <a href="https://www.iceo.net.au">www.iceo.net.au</a>.

We enclose the review request (with attachments and links) received by the Office of the ICEO from Cr Dempsey for your comment. In responding, could you please provide evidence that the Toowoomba Regional Council and/or the Shoalhaven City Council have adopted a "rate freeze". Further, if when you refer to the Victoria Park Council Brisbane in the video, you are actually referring to the Town of Victoria Park in Western Australia, could you provide all the evidence you have to support the statement relating to that Council. We would also like you to comment, if you wish, on Cr Dempsey's contentions in relation to the Adelaide City Council and the City of Kalgoorlie Boulder rate freeze decisions.

You are free to comment on any other aspect of Cr Dempsey's review request to the extent you think it may assist the ICEO to resolve the matter.

Could you respond please by the close of business on Monday 17 February 2020

Kind regards
ICEO Administration



admin@iceo.net.au www.iceo.net.au

Sent: Tuesday, 11 February 2020 12:31 PM

**To:** Support <support@iceo.net.au> **Subject:** ICEO Review Request Form

Hi ICEO Support,

The below review request (ref no: 8933 has been submitted on 11/02/2020 at 12:28:48

# **Page: ICEO Review Request**

- Name Jack Dempsey
- Are you a Councillor or Mayor? yes
- Council Name Bundaberg Regional Council

# Page: Review Request

- What is the issue that you would like the ICEO to review? Claims by mayoral candidate Helen Blackburn that other Councils in Queensland and Australia have adopted a rate freeze (in relation to her policy for a zero-rate rise).
- Have you referred this issue or is it being investigated? no
- Provide any links to further supporting evidence https://drive.google.com/open?id=1XnZW4GcuE1xdj1CUrr9s8oclABSvfZXg
- Attach any relevant files/documents ratesfreeze11feb20.png, Fact\_check.docx Please action accordingly.

Kind regards ICEO Website

#### Rates Freeze

In relation to a letter to the editor in today's Newsmail, there is NO requirement for rates to rise, nor for services to be diminished for ratepayers. Over the past two years some of the councils across Queensland and the Nation which have frozen rates or had a modified rate freeze approach are Victoria Park, Toowoomba, Adelaide, Shoalhaven and Kalgoorlie councils.

These councils recognised the financial constraints that ratepayers are currently experiencing and that there is an anticipation that councils need to weigh in by assisting with cost of living, particularly given the drought and fire disasters which have devastated some of our primary and other industries.

Regional Council in this last year REQUESTING a rate freeze.

Bundaberg Regional Council has returned operating surpluses of up to \$12.5M in a single year over this past term and the largest retained

Additionally, ratepayers are increasingly critical of and battling with rates rises, with 5000 residents signing a petition to Gladstone

surplus has been \$80.4M reported in the 17/18 Budget documentation.

With operating surpluses ranging from \$1.4M through to \$12.5M over this term the Community and Environment Levy needs to be

abolished, this levy costs rateable properties an additional \$50 per annum. This levy puts funds directly into the General Rates fund and raises \$2.2M per annum. With such significant operating surpluses unable to be spent by Council the question needs to be asked was this a necessary levy in the first place.

If the Council desires a rate freeze it is possible and with considerations in finding efficiencies within the BRC it would absolutely be able to be delivered with pointer reption in services.

I am complete the balance and maintain operating costs of essential services that the community demands while meeting their expectations of value for money. See Less

••

From: Helen Blackburn < Helen.Blackburn@bundaberg.qld.gov.au>

Sent: Monday, 17 February 2020 4:15 PM

To: Admin

**Subject:** RE: ICEO Review Request - Cr Jack Dempsey - Our ref: 8933 **Attachments:** Letter - Mayor Dempsey Cr Blackburn CEO Johnston.pdf

**Importance:** High

#### Good afternoon

In relation to Mayor Dempsey's request to 'I ask that you please find Ms Blackburn has been inaccurate regarding her claims about other Councils.'



#### Kind regards

#### Cr Helen Blackburn

DIVISION 4 COUNCILLOR
GOVERNANCE AND COMMUNICATIONS SPOKESPERSON

Bundaberg Regional Council PO Box 3130 BUNDABERG QLD 4670

M 0438 599 175

E helen.blackburn@bundaberg.qld.gov.au

W <a href="http://bundaberg.qld.gov.au">http://bundaberg.qld.gov.au</a>



From: Admin [mailto:admin@iceo.net.au]
Sent: Wednesday, 12 February 2020 8:13 PM

To: Helen Blackburn

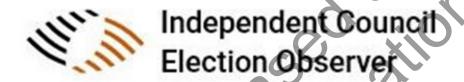
Subject: ICEO Review Request - Cr Jack Dempsey - Our ref: 8933

Cr Blackburn

We endeavoured to send the following email to your <a href="mailto:helen@votehelen.com">helen@votehelen.com</a> email address but it was returned as the "mailbox was unavailable".

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Kind regards ICEO Administration



admin@iceo.net.au www.iceo.net.au

From: Admin <admin@iceo.net.au>

Sent: Wednesday, 12 February 2020 8:05 PM

To: <a href="mailto:helen@votehelen.com">helen@votehelen.com</a>>

Subject: ICEO Review Request - Cr Jack Dempsey - Our ref: 8933

#### Cr Blackburn

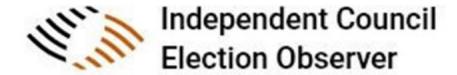
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Kind regards ICEO Administration



admin@iceo.net.au www.iceo.net.au

Sent: Tuesday, 11 February 2020 12:31 PM

To: Support < support@iceo.net.au > Subject: ICEO Review Request Form

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# Page: ICEO Review Request

- Name Jack Dempsey
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- Council Name Bundaberg Regional Council

# Page: Review Request

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- Attach any relevant files/documents ratesfreeze11feb20.png, Fact\_check.docx Please action accordingly.

Kind regards ICEO Website

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From: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

**Sent:** Monday, 17 February 2020 5:17 PM **To:** helen.blackburn@bundaberg.qld.gov.au

**Cc:** Prohibited Donors Scheme

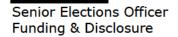
**Subject:** Correspondence from the Electoral Commission of Queensland

Attachments: Letter - ECQ to Helen Blackburn - seeking response to prohibited donations - 17 Feb 2020.pdf

#### Dear Cr Blackburn

Please find attached correspondence from the ECQ. The original will be posted in the mail.

#### Regards













ecq.qld.gov.au



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File number: PDS 139

Your reference: n/a



17 February 2020

Cr Helen Blackburn
Bundaberg Regional Council
By email: helen.blackburn@bundaberg.qld.gov.au

#### Dear Cr Blackburn

As you would be aware, under the *Electoral Act 1992* (EA) and the *Local Government Electoral Act 2011* (LGEA), property developers and their close associates are prohibited from making political donations. It is also unlawful for a person to accept a political donation that was made by or on behalf of a prohibited donor.

On the 23 January 2020, you disclosed in the Electoral Commission of Queensland's (ECQ) Electronic Disclosure System (EDS) the receipt of a gift-in-kind, made on 21 January 2020, from for billboard advertising for \$5,458.75. As required, you indicated that the donor's occupation as and the donor's industry as You also indicated that the donor's interest in a local government matter was no greater than that of other persons in the local government area.

In reviewing this gift, the ECQ has reason to believe that this donation is from a property developer and therefore unlawful. In respect of this, could you please advise:

- what steps you took to satisfy yourself that
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  accepting the donation, and if so, how this was collected? If a written copy of
  the relevant details was collected, please provide a copy of this.
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   have previously submitted
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Please provide a response in writing by **28 February 2020** so that the ECQ can consider what further action is appropriate. Please note that appropriate action may include the ECQ recovering unlawful donations as a debt to the State. You should, therefore, not return the donation to at this point in time.



**From:** Prohibited Donors Scheme <pds@ecq.qld.gov.au>

**Sent:** Tuesday, 18 February 2020 1:45 PM **To:** helen.blackburn@bundaberg.qld.gov.au

**Subject:** FW: Correspondence from the Electoral Commission of Queensland

**Attachments:** Cr Blackburn Letter.pdf

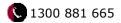
Dear Cr Blackburn

Further to our phone conversation earlier today, please find attached an updated scan of the letter, including both pages.

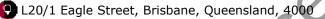
I apologise for the inconvenience.

Kind regards

Manager Funding & Disclosure











ecq.qld.gov.au

From: Prohibited Donors Scheme <pds@ecq.qld.gov.au

Sent: Monday, 17 February 2020 5:17 PM

To: helen.blackburn@bundaberg.qld.gov.au

Cc: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

Subject: Correspondence from the Electoral Commission of Queensland

Dear Cr Blackburn

Please find attached correspondence from the ECQ. The original will be posted in the mail.

Regards

Senior Elections Officer Funding & Disclosure

















ecq.qld.gov.au



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File number: PDS 139

Your reference: n/a



17 February 2020

Cr Helen Blackburn Bundaberg Regional Council

By email: <a href="mailto:helen.blackburn@bundaberg.qld.gov.au">helen.blackburn@bundaberg.qld.gov.au</a>

Dear Cr Blackburn

As you would be aware, under the *Electoral Act 1992* (EA) and the *Local Government Electoral Act 2011* (LGEA), property developers and their close associates are prohibited from making political donations. It is also unlawful for a person to accept a political donation that was made by or on behalf of a prohibited donor.

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In reviewing this gift, the ECQ has reason to believe that this donation is from a property developer and therefore unlawful. In respect of this, could you please advise:

- what steps you took to satisfy yourself that
- whether you collected relevant details of the gift from the donor before
  accepting the donation, and if so, how this was collected? If a written copy of
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Please provide a response in writing by **28 February 2020** so that the ECQ can consider what further action is appropriate. Please note that appropriate action may include the ECQ recovering unlawful donations as a debt to the State. You should, therefore, not return the donation to at this point in time.



Should you require further information regarding this matter, please contact Mr Manager, Funding and Disclosure, on ecq@ecq.qld.gov.au.

Yours sincerely

Released under Act. 20
Attornation

Director, Funding, Disclosure and Compliance

From: Helen Blackburn < Helen.Blackburn@bundaberg.qld.gov.au>

Sent: Wednesday, 19 February 2020 11:22 AM

To:

**Subject:** Fwd: Correspondence from the Electoral Commission of Queensland

**Attachments:** Cr Blackburn Letter.pdf

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

Date: 18/2/20 1:45 pm (GMT+10:00)

To: Helen Blackburn < Helen. Blackburn@bundaberg.qld.gov.au >

Subject: FW: Correspondence from the Electoral Commission of Queensland

Dear Cr Blackburn

Further to our phone conversation earlier today, please find attached an updated scan of the letter, including both pages.

I apologise for the inconvenience.

Kind regards

Manager Funding & Disclosure

1300 881 665

fad@ecq.qld.gov.au

L20/1 Eagle Street, Brisbane, Queensland, 4000

Electoral Commission QUEENSLAND



ecq.qld.gov.au

From: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

**Sent:** Monday, 17 February 2020 5:17 PM **To:** helen.blackburn@bundaberg.qld.gov.au

**Cc:** Prohibited Donors Scheme <pds@ecq.qld.gov.au>

Subject: Correspondence from the Electoral Commission of Queensland

Dear Cr Blackburn

Please find attached correspondence from the ECQ. The original will be posted in the mail.

Senior Elections Officer Funding & Disclosure









😱 L20/1 Eagle Street, Brisbane, Queensland, 4000

ecq.qld.gov.au



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File number: PDS 139

Your reference: n/a



17 February 2020

Cr Helen Blackburn Bundaberg Regional Council

By email: helen.blackburn@bundaberg.qld.gov.au

Dear Cr Blackburn

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- what steps you took to satisfy yourself that
   is not a prohibited donor?
- whether you collected relevant details of the gift from the donor before
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  the relevant details was collected, please provide a copy of this.
- whether you advised that as a donor he has an obligation to lodge a return under the LGEA?
- whether you are aware of any development applications have previously submitted to Bundaberg Regional Council, or intends to submit within the next 12 months?

Please provide a response in writing by **28 February 2020** so that the ECQ can consider what further action is appropriate. Please note that appropriate action may include the ECQ recovering unlawful donations as a debt to the State. You should, therefore, not return the donation to at this point in time.



Should you require further information regarding this matter, please contact Mr Manager, Funding and Disclosure, on I ecq@ecq.qld.gov.au.

Yours sincerely

Released under Act 20
At 10
At 10

Director, Funding, Disclosure and Compliance

From: Helen Blackburn < Helen.Blackburn@bundaberg.qld.gov.au>

Sent: Tuesday, 19 November 2019 4:25 PM

To: Rhylea Millar

**Subject:** RE: Telephone survey - Request for comment

#### Hi Rhylea

I know nothing about the reachtel survey, I know I was mentioned however this was not a project of mine.

I hope whoever sanctioned the poll will use the information wisely.

#### Kind regards

#### Cr Helen Blackburn

DIVISION 4 COUNCILLOR
GOVERNANCE AND COMMUNICATIONS SPOKESPERSON

Bundaberg Regional Council PO Box 3130 BUNDABERG QLD 4670

M 0438 599 175

E helen.blackburn@bundaberg.qld.gov.au

W http://bundaberg.qld.gov.au



From: Rhylea Millar [mailto:

Sent: Tuesday, 19 November 2019 3:04 PM

To: Helen Blackburn

Subject: Telephone survey - Request for comment

Importance: High

Hi Helen,

Hope you're well.

I'm writing a story for tomorrow's paper about the telephone survey by ReachTEL to ask questions about the council election next year.

We are just touching base with the four councillors the survey mentions, to see if they arranged the survey?

Do you have any additional comments to make about the survey?

If you could please respond by deadline at 5pm, it would be greatly appreciated.

Thank you,

## Kind regards,

RHYLEA MILLAR

Reporter

36-38 Woondooma Street Bundaberg QLD 4670





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News Corp Australia

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From: Helen Blackburn < Helen. Blackburn@bundaberg.gld.gov.au>

Sent: Wednesday, 20 November 2019 1:21 PM

To:

Subject: RE: 2020 Council elections

Hi

Thanks for your email and your support. Sometimes you just have to take a stand and that's what I've done.

#### Kind regards

#### Cr Helen Blackburn

zased unidel kci. **DIVISION 4 COUNCILLOR GOVERNANCE AND COMMUNICATIONS SPOKESPERSON** 

**Bundaberg Regional Council** PO Box 3130 **BUNDABERG QLD 4670** 

M 0438 599 175

E helen.blackburn@bundaberg.qld.gov.au

W http://bundaberg.qld.gov.au



From:

Sent: Wednesday, 20 November 2019 9:57 AM

To: Helen Blackburn

Subject: 2020 Council elections

IRRELEVANT INFORMATION



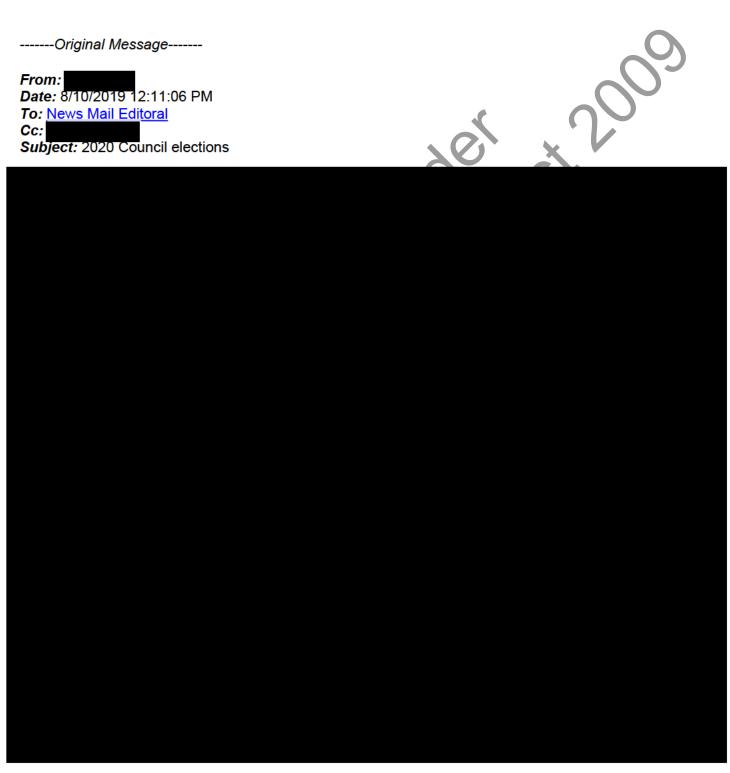
-----Original Message-----

From:

Date: 8/10/2019 12:11:06 PM

To: News Mail Editoral

Subject: 2020 Council elections





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3

From: Helen Blackburn < Helen.Blackburn@bundaberg.qld.gov.au>

Sent: Wednesday, 20 November 2019 8:13 AM

To:

**Subject:** RE: Powers of C.E.O.

#### CATEGORY A INFORMATION

Thank you

I appreciate your taking the time to email. By now you may know that as a consequence of my concerns I have decided to run for the role of Mayor. This decision was not made lightly and I look forward to a future where the balance of power rests in the appropriate areas.

## Kind regards

Cr Helen Blackburn
DIVISION 4 COUNCILLOR
GOVERNANCE AND COMMUNICATIONS SPOKESPERSON

Bundaberg Regional Council PO Box 3130 BUNDABERG QLD 4670

M 0438 599 175

E helen.blackburn@bundaberg.qld.gov.au

W https://protect-au.mimecast.com/s/Xi9sCzvk79F7B5AF4haLz?domain=bundaberg.qld.gov.au

CATEGORY A INFORMATION

----Original Message From:

Sent: Wednesday, 20 November 2019 7:40 AM

To: Helen Blackburn Subject: Powers of C.E.O.

**IRRELEVANT INFORMATION** 



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From: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

**Sent:** Friday, 21 February 2020 11:32 AM **To:** helen.blackburn@bundaberg.qld.gov.au

**Cc:** Prohibited Donors Scheme; Funding, Disclosure and Regulation

**Subject:** Your application for amendment of a gift

Attachments: Letter - ECQ to Helen Blackburn - seeking response to prohibited donations - 17 Feb 2020.pdf

#### Dear Cr Blackburn

I note that you applied for an amendment to the gift-in-kind from as:

The reneged on making any payment for the billboards and I will now be paying for them. Additionally incorrect information was sent to ECQ relating the claim that the donor was a developer

As part of your response to the ECQ due by the 28 February 2020, could you please provide the following:

- · Evidence that you have paid the amount for the billboard
- A copy of the invoice issued by the billboard company
- A detailed explanation for the change in circumstances.

You will also need to disclose the billboard as electoral expenditure in real-time; that is within seven business days of the expenditure incurred. Please note that for political advertising, such as a billboard, the expenditure is incurred when the advertisement is broadcast, published or posted online.

Please contact me if you have any questions about the above.

#### Regards

Senior Elections Officer Funding & Disclosure















From: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

Sent: Monday, 17 February 2020 5:17 PM To: helen.blackburn@bundaberg.qld.gov.au

Cc: Prohibited Donors Scheme <pds@ecq.qld.gov.au> Subject: Correspondence from the Electoral Commission of Queensland

#### Dear Cr Blackburn

Please find attached correspondence from the ECQ. The original will be posted in the mail.

#### Regards

















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File number: PDS 139

Your reference: n/a



17 February 2020

Cr Helen Blackburn
Bundaberg Regional Council
By email: helen.blackburn@bundaberg.qld.gov.au

#### Dear Cr Blackburn

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On the 23 January 2020, you disclosed in	the Electors	al Commissi	on of Queens	land's
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January 2020, from	or billboard	advertising	for \$5,458.7	5. As
required, you indicated that the donor's oc	cupation as	and	the donor's in	dustry
as You also indicated that the				natter
was no greater than that of other persons	in the local g	overnment	area.	

In reviewing this gift, the ECQ has reason to believe that this donation is from a property developer and therefore unlawful. In respect of this, could you please advise:

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From: Electronic Disclosure System (EDS) <noreply@disclosures.ecq.qld.gov.au>

Sent: Friday, 21 February 2020 3:20 PM

To: HELEN BLACKBURN

**Subject:** Confirmation of disclosure to Electoral Commission of Queensland

**Attachments:** Attachment.pdf



# Confirmation of disclosure to Electoral Commission of Queensland

This is a confirmation that at 3:19:02 PM on 21-02-2020 you submitted into the Electoral Commission of Queensland's Electronic Disclosure System (EDS):

Type: Electoral expenditure

For: HELEN LENORE BLACKBURN

Supplier name: TJC Advertising and Print

Supplier Address: 10 Barra Court, Innes Park, QLD, 4670

Description of goods/services : Corflutes

Value of goods/services: \$3,426.50

• Date goods/services provided: 10/02/2020

Purpose of goods/services : Election signage

If you do not believe this to be a true and complete submission, log into <u>EDS</u> now and request that it be reviewed by ECQ by clicking on the 'Action' button and selecting Request to Amend or Request to Delete as appropriate.

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Candidate Name: HELEN LENORE BLACKBURN

Candidate Address: 62 MT PERRY RD, BUNDABERG NORTH, QLD, 4670

Name of the supplier of the goods or service: TJC Advertising and Print

Business address of the supplier of the goods or service: 10 Barra Court, Innes Park, QLD, 4670

**Description of goods or service:** Corflutes

The purpose of obtaining the goods or service: Election signage

**Amount of goods or service:** \$3,426.50

**Date goods or service provided:** 10/02/2020

**ID:** 4875

Created by: Helen Blackburn

**Created at:** 21/02/2020 3:19:02 PM +10:00

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Neigh Charles

From: Electronic Disclosure System (EDS) <noreply@disclosures.ecq.qld.gov.au>

Sent: Friday, 21 February 2020 2:57 PM

To: HELEN BLACKBURN

**Subject:** Confirmation of disclosure to Electoral Commission of Queensland

**Attachments:** Attachment.pdf



# Confirmation of disclosure to Electoral Commission of Queensland

This is a confirmation that at 2:56:33 PM on 21-02-2020 you submitted into the Electoral Commission of Queensland's Electronic Disclosure System (EDS):

Type: Electoral expenditure

For: HELEN LENORE BLACKBURN

Supplier name: Tayco Outdoor Advertising

Supplier Address: 53 Perry St, Bundaberg North, QLD, 4670

Description of goods/services: Billboatrd Signage

Value of goods/services: \$5,458.75

Date goods/services provided: 21/02/2020

Purpose of goods/services : Election signs

If you do not believe this to be a true and complete submission, log into <u>EDS</u> now and request that it be reviewed by ECQ by clicking on the 'Action' button and selecting Request to Amend or Request to Delete as appropriate.

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Candidate Name: HELEN LENORE BLACKBURN

Candidate Address: 62 MT PERRY RD, BUNDABERG NORTH, QLD, 4670

Name of the supplier of the goods or service: Tayco Outdoor Advertising

**Business address of the supplier of the goods or service:** 53 Perry St, Bundaberg North, QLD, 4670

**Description of goods or service:** Billboatrd Signage

**The purpose of obtaining the goods or service:** Election signs

**Amount of goods or service:** \$5,458.75

**Date goods or service provided:** 21/02/2020

**ID:** 4869

Created by: Helen Blackburn

**Created at:** 21/02/2020 2:56:33 PM +10:00

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SIGNAL WAS

From: Electronic Disclosure System (EDS) <noreply@disclosures.ecq.qld.gov.au>

Sent: Friday, 21 February 2020 3:31 PM

To: HELEN BLACKBURN

**Subject:** Confirmation of disclosure to Electoral Commission of Queensland

Attachments: Attachment.pdf



# Confirmation of disclosure to Electoral Commission of Queensland

This is a confirmation that at 3:30:02 PM on 21-02-2020 you submitted into the Electoral Commission of Queensland's Electronic Disclosure System (EDS):

Type: Electoral expenditure

For: HELEN LENORE BLACKBURN

Supplier name: TJC Advertising and Signage

Supplier Address: 10 Barra Court, Innes Park, QLD, 4670

Description of goods/services: Posters

Value of goods/services: \$173.80

Date goods/services provided: 10/02/2020

Purpose of goods/services : election signage

If you do not believe this to be a true and complete submission, log into <u>EDS</u> now and request that it be reviewed by ECQ by clicking on the 'Action' button and selecting Request to Amend or Request to Delete as appropriate.

If you believe this email was sent in error, please contact ECQ's Funding and Disclosure Unit on 1300 881 665 between the hours of 9am and 5pm Monday to Friday, or email fad@ecq.qld.gov.au

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Candidate Name: HELEN LENORE BLACKBURN

Candidate Address: 62 MT PERRY RD, BUNDABERG NORTH, QLD, 4670

**Name of the supplier of the goods or service:** TJC Advertising and Signage

Business address of the supplier of the goods or service: 10 Barra Court, Innes Park, QLD, 4670

**Description of goods or service:** Posters

The purpose of obtaining the goods or service: election signage

**Amount of goods or service:** \$173.80

**Date goods or service provided:** 10/02/2020

**ID:** 4880

Created by: Helen Blackburn

**Created at:** 21/02/2020 3:30:02 PM +10:00

This document is generated by **Electronic Disclosure System (EDS)** as part of the disclosure submission confirmation e-mail notification at **21/02/2020 3:30:27 PM +10:00**. This document is for the confirmation purpose only and specified values are only valid at the moment of this document was generated. Please refer to the **Electronic Disclosure System (EDS)** for the current values which may be different as the original disclosure could have been amended.

Ne diagram

From: Sent:

Friday, 21 February 2020 3:07 PM

To: helen.blackburn@bundaberg.qld.gov.au

Subject: Fw: Copy of Billboard Advertising Invoice

Attachments: INV00012609.pdf

---- Forwarded message -----

From: To:

Sent: Thursday, 23 January 2020, 12:45:45 pm AEST

Subject: Copy of Billboard Advertising Invoice

Hi Helen,

Thanks for your call this morning, please see attached a copy of the invoice that has been sent to

Regards

SALES MANAGER - Tayco Outdoor Advertising



PO Box 955, Bundaberg Qld 4670 www.taycooutdoor.com.au

Billboard & Airport Advertising



Released under Act. 20's A f Facebook



Tayco Outdoor Advertising Pty Ltd ABN 24 132 180 959

Postal:PO Box 955 Bundaberg Qld 4670

Email: admin@taycooutdoor.com.au

Mobile: 0408 152 015 Phone/Fax: (07) 4155 2450

# **CATEGORY A INFORMATION**

# **TAX INVOICE**



Invoice #: 00012609 Date: 20/01/2020

DESCRIPTION

Billboard advertisement located on Mt Perry Road, Bundaberg site BU104B for two periods 01/02/20 to 28/03/20

Supply of print and installation

Billboard advertisement located on Goodwood Road, Bundaberg site BU70A for two periods 01/02/20 to 28/03/20

Supply of print and installation

Billboard advertisement located on Isis Highway, Bundaberg site BU73A for 1 1/2 periods 17/02/20 to 28/03/20

Supply of print and installation

- Helen Blackburn for Mayor

AMOUNT GST TOTAL



**CATEGORY C INFORMATION** 

DUE DATE: 1/02/2020

GST: \$496.25

Total Inc GST: \$5,458.75

Amount Applied: \$0.00

Balance Due: \$5,458.75

PLEASE EMAIL REMITTANCE ADVICE TO: admin@taycooutdoor.com.au

CHEQUES PAYABLE TO: TAYCO OUTDOOR ADVERTISING PTY LTD

**CATEGORY A INFORMATION** 

REFERENCE: PLEASE QUOTE NAME AND INVOICE NUMBER

# Amy Crouch

From:

Sent:

Subject:

**Attachments:** 

To:

	Letter - Mayor Dempsey Cr Blackburn CEO Johnston.pdf
Importance:	High
and the failed What steps I have known in the Bund asked had he ever d certifier primary reason for t and local governme one small developm period of time that I sell.	for a number of years and his business is a business. It is one of the largest aberg region. I asked if he was a developer and he assured me he was not, I also eveloped and he provided that he had developed one parcel of land. I confirmed this with his who advised that had only ever developed one parcel of land into 17 lots and the his was to sell house and land packages. I also sought legal advice from a retired development at solicitor who provided that under the electoral act the term regular would apply to more than ent such as this. I has, of course, submitted many Development Applications over the ne has had his business operational, these are on behalf of his clients and not to develop and on
how this was  At the time that organisation and art details relating to the through our convers agreement was made.  • Whether you have the donation.	onversation had with I did advise that he would need to fill out disclosure relating to u are aware of any development applications have previously submitted to Bundaberg Regional Council, or intends to submit within
<ul><li>there were no furth</li><li>Evidence the</li></ul> Please see attached	e I was aware of one development application which had been made and approved and that er applications or any planned for the future. At you have paid the amount for the billboard copy of payment from my designated bank account e invoice issued by the billboard company
I had only had one of the invoice, the billb	xplanation for the change in circumstances.

Helen Blackburn < Helen. Blackburn@bundaberg.qld.gov.au>

INV00012609.pdf; [SUSPICIOUS MESSAGE] You've been sent the details of a NetBank transfer;

Monday, 24 February 2020 8:40 AM

RE: Your application for amendment of a gift

**Prohibited Donors Scheme** 

On On	
advising that I had to provide details to the Electoral Commission relating to him and his development	
activities he advised that he hadn't paid the invoice and had no intention of paying it. He also said that he was n	
developer and even though making a donation would not have been untoward	

Please also find attached a letter from Kathleen Florian relating to complaints which have been made during the lead up to this Local Government Election. Prior to declaring that I was going to challenge for the Mayoral candidacy I had had two complaints against me to the office of the independent assessor both of which were found for no further action. Since declaring that I would be challenging the Mayoral candidacy I have had no less than eight complaints to three different state government bodies in just two and a half months. These complaints are primarily from Mayor Jack Dempsey,

To say that I am disappointed with these actions and the hope that they might 'take me out of the race' is an understatement. I believe that democracy is about the community making a decision and that shouldn't be that a number of bullies try to smear my name through the use of official channels with no real evidence. To bully others who have a democratic right to donate and then fear for their livelihood for considering doing so is also not acceptable.

I thank you and the electoral commission for your time in considering this matter and look forward to your earliest response in resolving it.

Kind regards

## Cr Helen Blackburn

DIVISION 4 COUNCILLOR
GOVERNANCE AND COMMUNICATIONS SPOKESPERSON

Bundaberg Regional Council PO Box 3130 BUNDABERG QLD 4670

M 0438 599 175

E helen.blackburn@bundaberg.qld.gov.au

W http://bundaberg.qld.gov.au



From: Prohibited Donors Scheme [mailto:pds@ecq.qld.gov.au]

Sent: Friday, 21 February 2020 11:32 AM

To: Helen Blackburn

Cc: Prohibited Donors Scheme; Funding, Disclosure and Regulation

Subject: Your application for amendment of a gift

	<b>CATEGORY A INFORMATIO</b>
Dear Cr Blackburn	
I note that you applied for an amendment to the gift-in-kind from as:	You state the reason for amendment
The reneged on making any payment for the billboards and I them. Additionally incorrect information was sent to ECQ relating the claim	
As part of your response to the ECQ due by the 28 February 2020, could you  Evidence that you have paid the amount for the billboard  A copy of the invoice issued by the billboard company  A detailed explanation for the change in circumstances.	please provide the following:
You will also need to disclose the billboard as electoral expenditure in real-ti of the expenditure incurred. Please note that for political advertising, such a when the advertisement is broadcast, published or posted online.	
Please contact me if you have any questions about the above.	3
Regards	
Senior Elections Officer Funding & Disclosure	
L20/1 Eagle Street, Brisbane, Queensland, 4000	ecq.qld.gov.au
L20/1 Eagle Street, Brisbane, Queensland, 4000	
×O `	

From: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

Sent: Monday, 17 February 2020 5:17 PM To: helen.blackburn@bundaberg.qld.gov.au

Cc: Prohibited Donors Scheme <pds@ecq.qld.gov.au>

Subject: Correspondence from the Electoral Commission of Queensland

Dear Cr Blackburn

Please find attached correspondence from the ECQ. The original will be posted in the mail.

Regards

Senior Elections Officer Funding & Disclosure  L20/1 Eagle Street, Brisbane, Queensland, 4000  ecq.qld.gov.au		CATEGORY A INFORMATIO
L20/1 Eagle Street, Brisbane, Queensland, 4000  ecq.qld.gov.au		
L20/1 Eagle Street, Brisbane, Queensland, 4000  ecq.qld.gov.au		
L20/1 Eagle Street, Brisbane, Queensland, 4000  ecq.qld.gov.au		
~S <sup>2</sup>	L20/1 Eagle Street, Brisbane, Queensland, 4000	ecq.qld.gov.au
		6

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Tayco Outdoor Advertising Pty Ltd ABN 24 132 180 959

Postal:PO Box 955 Bundaberg Qld 4670

Email: admin@taycooutdoor.com.au

Mobile: 0408 152 015 Phone/Fax: (07) 4155 2450

# TAX INVOICE

**CATEGORY A INFORMATION** 

Invoice #: 00012609 Date: 20/01/2020

DESCRIPTION

Billboard advertisement located on Mt Perry Road, Bundaberg site BU104B for two periods 01/02/20 to 28/03/20

Supply of print and installation

Billboard advertisement located on Goodwood Road, Bundaberg site BU70A for two periods 01/02/20 to 28/03/20

Supply of print and installation

Billboard advertisement located on Isis Highway, Bundaberg site BU73A for 1 1/2 periods 17/02/20 to 28/03/20

Supply of print and installation

- Helen Blackburn for Mayor

AMOUNT GST TOTAL

AMOUNT GST TOTAL

CATEGORY C INFORMATION

DUE DATE: 1/02/2020

GST: \$496.25

Total Inc GST: \$5,458.75

Amount Applied: \$0.00

Balance Due: \$5,458.75

PLEASE EMAIL REMITTANCE ADVICE TO: admin@taycooutdoor.com.au

CHEQUES PAYABLE TO: TAYCO OUTDOOR ADVERTISING PTY LTD



**CATEGORY A INFORMATION** 

REFERENCE: PLEASE QUOTE NAME AND INVOICE NUMBER

# **Amy Crouch**

From: Notification@cba.com.au

Sent: Friday, 21 February 2020 3:19 PM

To: Helen Blackburn

**Subject:** [SUSPICIOUS MESSAGE] You've been sent the details of a NetBank transfer

This Message contains suspicious characteristics and has originated outside your organization.

Hello,

We've been asked to send you the following NetBank transfer details.

Message:

Date: 21/02/2020

Time: 4:03pm Sydney/Melbourne time

Receipt#: N022104126972

Transfer from: HELEN BLACKBURN

To account: BSB: Account number:

Amount transferred: \$5458.75 Description: Helen Blackburn

The money has been sent, but we are not able to confirm that the payment has been received. We do not take responsibility for any information provided in the 'Message' and/or 'Description' fields.

Yours sincerely,

Commonwealth Bank of Australia, AFSL and Australian credit licence 234945

Please do not reply. Message: 2788771518

# **Amy Crouch**

From: Admin <admin@iceo.net.au>
Sent: Tuesday, 25 February 2020 3:12 PM
To: helen.blackburn@bundaberg.qld.gov.au

**Subject:** ICEO Review Request - Cr Jack Dempsey - Our ref: 8933

### Cr Blackburn

The Office of the ICEO will soon be publishing on our website and on our Facebook & Twitter pages the following: -

"On 11 February 2020 the ICEO received a review request from Councillor Jack Dempsey, the Mayor of the Bundaberg Regional Council. He alleged that in post on the Facebook page styled "Helen Blackburn for Mayor" and in a video provided with the request, Cr Helen Blackburn, who is a candidate for Mayor of the Bundaberg Council in the up-coming election, made misleading statements in support of her policy for a future rate freeze in the Shire. In both her video and Facebook post, Cr Blackburn stated that Councils that "have frozen rates or had a modified rates freeze are Victoria Park, Toowoomba, Adelaide, Shoalhaven and Kalgoorlie". Cr Dempsey alleges that these statements are misleading in the sense that they are inaccurate.

The ICEO with the assistance of his team has made inquiries and has considered Cr Blackburn's response which was received on 17 February 2020.

It is very difficult to compare rating practices in other States to Queensland because there are many variations.

The ICEO is of the opinion that the ordinary person would understand a rate freeze to mean that, in the relevant period, rates would not increase. In other words, a ratepayer would expect to pay the same as she or he paid in the previous period.

Our inquiries establish that in the 2019/20 period, the Toowoomba Regional Council increased general rates by 2.5% and water charges by 4.1%. In this regard, Cr Blackburn refers to her use of the word "modified" in her statements and, in support, has provided the ICEO with a link to an on-line article in the South Burnett Times dated 29 August 2018. The link provided by Cr Blackburn is <a href="https://www.southburnetttimes.com.au/news/will-council-freeze-the-rates/3506244/">https://www.southburnetttimes.com.au/news/will-council-freeze-the-rates/3506244/</a>.

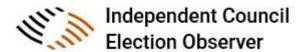
Here it was reported that the Council had agreed to defer the payment of rate and water notices issued during the first half of the 2018/19 financial year until the second rate notice during the half year ending 30 June 2019, being 5 March 2019. The article makes it clear that the deferment was available to any ratepayer eligible for the Australian Government Farm Household Allowance as a direct result of the 2018/2019 drought. In the opinion of the ICEO, it would not be fair to describe this deferment as a form of "modified" rate freeze or a rate freeze at all.

Our enquiries establish that the Shoalhaven City Council had a rate increase in the 2019/20 period of 5%. Unlike Queensland, NSW has a system of rate pegging and Councils have to apply to a State authority to increase rates above the pegged percentage which in the relevant period was well below 5%.

In referring to Victoria Park the ICEO had confirmed with Cr Blackburn that she was referring to an inner city Council in Perth. Again the approach to rating practices in Western Australia is quite different to the Queensland system. That State publishes a financial health comparison of all Councils in the State where the maximum is 100. The Victoria Park Council and the Kalgoorlie Boulder Council scored respectively 85 and 93 on that scale indicating good financial health. Both Councils opted for a 0% increase in rating charges but in Kalgoorlie, because of an increase in valuations (controlled, as in this State, by the State Government), ratepayers' rates will increase by an average of 6.2%. In the Adelaide City Council there was a 0% increase declared by Council, but because of property valuation increases rate payers will pay 1.86% more than current rates.

The ICEO does not have the resources or time to examine rating practices in other States in any more detail to that set out above. The ICEO is also mindful that rates are always an important issue in any local government election. The ICEO does not find that Cr Blackburn was being deliberately misleading in making her statements in support of her candidature. However, in relation to the Toowoomba Regional Council reference, a deferment of rates is not a rate freeze. The ICEO does not wish to interfere in robust debate and commentary between candidates in the campaign leading up to the election, particularly about issues that are likely to be of importance in helping voters decide who to elect. The ICEO hopes that this decision may contribute to the fairness of the debate about such an important issue."

Kind regards ICEO Administration



admin@iceo.net.au www.iceo.net.au

# **Amy Crouch**

From: CATEGORY A INFORMATION

**Sent:** Wednesday, 26 February 2020 8:49 AM **To:** helen.blackburn@bundaberg.qld.gov.au

**Subject:** Seven Network Bundaberg

Attachments: 2014 04 DIRECT BBG Credit App.pdf; Survey 1-10 2019-Maryborough.pdf

Good morning Helen,

I hope you are well this morning.

Sorry I missed your call earlier today.

I thought I would respond by email again so you had my details at hand and I could provide you with some general information for you to review when convenient.

FYI, the following production charges apply when preparing a commercial.

15 seconds =

30 Seconds = CATEGORY C INFORMATION

I would recommend a 15sec commercial to deliver you message.

Once we have confirmed the length of your commercial and a COD account is opened (approximately 24hrs on receiving paperwork), we can proceed to preparing a proposed schedule at your confirmed budget.

All political campaigns are cash up front, I have attached an application for review, COD accounts are only required to complete page 1.

I have also attached a 2019 consolidated survey, some great results for the Seven Network.

Please don't hesitate to make contact by phone and or email to discuss further.

Thanks Helen, I look forward to talking with you further.

Sales Manager Bundaberg

# CATEGORY A INFORMATION

Seven Network (Operations) Limited

2/77 Barolin Street | Bundaberg QLD 4670 Australia

Postal Address: 2/77 Barolin Street | Bundaberg QLD 4670 Australia











From:

**Sent:** Monday, 17 February 2020 3:53 PM **To:** helen.blackburn@bundaberg.qld.gov.au

Subject: Seven Network Bundaberg

Good afternoon Cr Helen Blackburn,

With the 2020 elections fast approaching, I wanted to make contact with you to confirm if you have given any consideration to utilising television as part of your election campaign.

The Seven Network remains a very strong medium reaching a diverse audience across the Wide Bay.

I would welcome the opportunity to meet with you and or an associate to discuss the Seven Network in further detail and how we could potentially assist you with your election campaign.

I would like to thank you for your time and I look forward to talking with you soon.

Sales Manager Bundaberg

Seven Network (Operations) Limited

2/77 Barolin Street | Bundaberg QLD 4670 Australia Postal Address: 2/77 Barolin Street | Bundaberg QLD 4670 Australia











APPLICANT DETAILS

1.

# SEVEN QUEENSLAND DIVISION - BUNDABERG

Seven Network (Operations) Limited (A.B.N. 65 052 845 262) Att: Credit Manager 2/77 Barolin Street Bundaberg QLD 4670

Phone: (07) 4153 7377 Fax: (07) 4153 7375

E-mail: 7qldfinance@seven.com.au

# **APPLICATION FOR 30 DAY CREDIT ACCOUNT**

# STRICTLY CONFIDENTIAL

The original of this completed application must be forwarded to Seven Network (Operations) Ltd ("Seven") as shown at the top of this form. Any change to the information contained in this application must be immediately notified to Seven in writing

NAME OF APPLICANT:			\$	A B N :
				, LD.I.
TRADING NAME (s):				
TRADING ADDRESS:				
TELEPHONE: ( )	MOBIL	Æ:	E-MAIL: .	
TYPE OF BUSINESS:				,
MAXIMUM CREDIT LIMIT	REQUESTED (ON AC	COUNT): \$	<u>'</u> '(0'	
2. <u>ORGANISATIO</u>	N DETAILS (please 2	X organisation t	ype and complete deta	uils as applicable)
PUBLIC COMPANY	□ PRIVATE CO	OMPANY 🗆	SOLE PROPRIE	ETOR/PARTNERSHIP []
DATE OF INCORPORATION	V:	SH	ARE CAPITAL (PAID)	): \$
PARENT COMPANY:		Q		A.B.N
BUSINESS NAME (S):			REG. NO:	STATE:
DATE OF COMMENCEMEN	T OF CURRENT BUS	INESS/OPERAT	TIONS:	
OTHER – Unincorporated or	Unregistered Organisa	tion (eg. Charit	y/Not for Profit/Associ	ation etc) Provide details below
TYPE OF ORGANISATION:				
CONTACT NAME:			. POSITION:	
3. <u>COMPANY DIR</u>	EECTOR(s)/OWNER(s)/	/PARTNER(s)	( please  provide full de	etails)
FAMILY NAME	GIVEN NAME	RESIDENTI	AL ADDRESS	DRIVERS LICENCE NO
1				
2				
<i>3.</i>				
4.				

BANK:	BRANCH:		ACC	COUNT NAME:	
5.	REFERENCES	- Please ensure references listed be (Minimum 4 Trade and 4 Media)	elow are:	ii) Same Credit Lii iii) Non-related co	inimum of 12 months mit value as that sought at Seven mpanies/businesses ve & 30 day credit facility provided
TRADE S	SUPPLIERS		ACCOU	UNT NUMBER	PHONE NUMBER
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I/We here	by certify that the ab	ove information is true and correct	and that I	/We are authorised b	y the applicant to sign this application.
Signed for	r and on behalf of ap	plicant by: Signature:			
		Print Name:			Date:
		Witness Signatu	re:		Date:
		Print Name of V	Vitness:		
Signed for	r and on behalf of ap	plicant by: Signature:			
		Print Name::			Date:
		Witness Signatu	re:		Date:
		Print Name of V	Vitness:		
			_		

BANK DETAILS

4.

# 7. <u>GUARANTEE</u>

<u>IMPORTANT NOTICE</u>: This section, once completed, may require that you become liable for someone else's debt. Please seek independent advice prior to completion.

**Note:** If there is more than one guarantor for the Applicant, a separate Guarantee Page must be completed individually by each person agreeing to be Guarantor

to as <b>S</b>	<b>ENSIDERATION</b> of Seven Network (Opeven, providing from time to time adverting, named:			
	(Insert full name of company applying		A.B.N	
of	(Insert company trading address of App		POST CODE:	4
				1
I,	(PRINT full name of person agreeing t		referred as <b>Guarantor</b> )	
ofAGRE	(Insert full residential address of <b>Guar</b> E <b>E:</b>			
1)	To unconditionally and irrevocably gua interest) which the Applicant is liable to to time, and	rantee to Seven the due and popay Seven for advertising a	punctual payment of all monies (including ir time, or other goods and services from times)	ie
2)	To pay Seven on demand from time to seven by the Applicant, and	time an amount equal to the a	amount (including interest) due and payable	to
3)	granted to the Applicant by Seven, or b	y any scheme or arrangement the appointment of a Receive	ver &/or Manager over the Applicant) or any	7
4)	That until all monies owed by the Appl whatsoever to be subrogated to Seven for		d in full, I will not be entitled on any ground of those monies, and	S
5)	That this Guarantee will remain in full Seven have been paid in full, and	force and effect until all mon	ies owed from time to time by the Applicant	to
6)	That Seven will be entitled to recover frany proceedings against or making dem		it by the Applicant without Seven first taking	3
7)	must be approved by Seven Finance De specifically agrees that any credit repor held by it in relation to the Guarantor, a	epartment, and to enable Sever ting agency is authorised to pand to disclose any personal i		t,
	Signed by me on the	day ofday ofday ofday ofday of		
	Cuanan	•	•	
	Guaran	tor	v uness	
	(Print Name of Guarantor)	(Print Name o	of Witness)	

#### PRIVACY ACT ACKNOWLEDGMENT & CONSENT

Privacy Act 1988 (Commonwealth)

To: Seven Network (Operations) Limited A.B.N. 65 052 845 262 (Herein referred to as Seven)

## **CREDIT REPORTING CONSENTS/ACKNOWLEDGEMENTS**

I/we agree that Seven may:

## **Authority for Seven to obtain Credit Reporting Information**

- where I/we are applying for Commercial Credit, obtain from any Credit Reporting Body, Credit
  Reporting Information about me/us for the purposes of assessing my/our application for Commercial
  Credit or collecting payments that are overdue in relation to Commercial Credit provided by Seven to
  me/us.
- where I/we are applying to be guarantor, obtain from any Credit Reporting Body, Credit Reporting Information about me/us for the purposes of assessing whether to accept me/us as a guarantor in relation to:
  - (a) Credit provided by Seven to a person other than me/us; or
  - (b) Credit for which an application has been made to Seven by a person other than me/us (each a **Credit Applicant**).

# Authority for Seven to exchange Credit Eligibility Information with other Credit Providers

- 3. disclose Credit Eligibility Information about me/us to another Credit Provider which has an Australian link for the purposes of:
  - (a) notifying a default by me/us;
  - (b) allowing another Credit Provider to ascertain the status of my/our Credit arrangements with Seven where I/we are in default with one or more other Credit Providers; or
  - (c) where I/we are applying to be guarantor, assessing whether to accept me/us as guarantor for a Credit Applicant.
- 4. obtain Credit Eligibility Information about me/us from another Credit Provider for the purposes of:
  - (a) assessing my/our Credit application;
  - (b) generally assessing my/our Credit Worthiness; or
  - (c) assessing whether to accept me/us as guarantor for a Credit Applicant, where I/we are applying to be a guarantor.

# Authority for Seven to exchange Credit Eligibility Information with guarantors

- 5. where Seven has provided Credit to me/us or where I/we have applied to Seven for Credit, disclose Credit Eligibility Information about me/us to a person for the purpose of that person considering whether to offer to act as guarantor in relation to the Credit or to offer property as security for the Credit and that person has an Australian link.
- 6. disclose Credit Eligibility Information about me/us where the disclosure is to a person who is a guarantor in relation to Commercial Credit provided by Seven to me/us or the person has provided property as security for the Commercial Credit and that person has an Australian link.

I/we acknowledge that:

## Acknowledgements relating to credit reporting

7. Seven is likely to disclose Personal Information about me/us to the following Credit Reporting Bodies:

Dun & Bradstreet	Oun & Bradstreet Veda		EC Credit Control
www.checkyourcredit.com.au	www.mycreditfile.com.au	www.nci.com.au	www.eccreditcontrol.com.au
Ph: 1300 734 806	Ph: 1300 762 207 Fax: 02 9278 7333 Email: assist.au@veda.com.au	Ph: 08 8228 4800	Ph: 1300 362 070

- 8. the Credit Reporting Bodies listed above may include my/our Personal Information in reports they provide to other Credit Providers to assist them in assessing my/our credit worthiness.
- 9. if I/we fail to meet my/our payment obligations in relation to Consumer Credit or commit a Serious Credit Infringement, Seven may be entitled to disclose this to a Credit Reporting Body.
- 10. Seven has a Credit Policy which explains how Seven manages credit related Personal Information (Credit Policy) which I/we may obtain a copy of by going to the website <a href="http://www.sevenwestmedia.com.au/privacy-policy">http://www.sevenwestmedia.com.au/privacy-policy</a>. I/we acknowledge that I can also obtain a copy of the policies explaining how each of the Credit Reporting Bodies to whom Seven discloses my Personal Information to, manage credit related Personal Information by visiting their website set out above.
- 11. the Credit Policy contains information about how I/we may request access to Credit Eligibility Information about me/us that is held by Seven and information about how I/we may seek the correction of Credit Information or Credit Eligibility Information about me/us that is held by Seven.
- the Credit Policy contains information about how I/we may complain about Seven's failure to comply with the credit reporting provisions of the Privacy Act (found at Division 3 of Part IIIA of the Privacy Act) or the Credit Reporting Privacy Code and how Seven will deal with such a complaint.
- 13. I/we have a right to request Credit Reporting Bodies not to use my/our Credit Reporting Information for the purposes of pre-screening of direct marketing by a Credit Provider.
- 14. I/we have a right to request Credit Reporting Bodies not to use or disclose Credit Reporting Information about me/us if I/we believe on reasonable grounds that I/we have been, or am likely to be, a victim of fraud.
- 15. the purposes for which Seven collects my/our Personal Information (other Credit Eligibility Information) include assessing my/our Credit Worthiness and Credit application and, where I/we are successful, providing me/us with Credit and managing that Credit.
- if I/we do not provide some or all of the Personal Information requested in connection with this application, Seven may not be prepared to or able to provide Credit to me/us.
- 17. Seven is required to collect certain Personal Information about me/us under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Commonwealth).
- 18. Seven is not likely to disclose Credit Information or Credit Eligibility Information to entities that do not have an Australian link, other than identification information about me/us.

### PERSONAL INFORMATION CONSENTS/ACKNOWLEDGEMENTS

I/we agree:

## Authority to exchange Personal Information with other parties

- 19. that Seven may collect from and exchange Personal Information (other than Credit Eligibility Information) about me/us with any person or entity whose Personal Information I/we have provided to Seven in connection with this application, including but not limited to, any bank, auditor, trade reference or media organisation I/we refer to in this application for the purpose of assessing my/our application.
- that if Seven engages any person or entity (a **Service Provider**) to do something on its behalf, then Seven and the Service Provider may exchange with each other any Personal Information (other than Credit Eligibility Information), including any other Personal Information (other than Credit Eligibility Information) the Service Provider lawfully obtains about me/us in the course of acting on Seven's behalf for any purpose related to the provision of commercial credit, direct marketing and collecting debts.

## **Authority to disclose Personal Information overseas**

I/we acknowledge that:

- 21. Seven is likely to disclose Personal Information (other than Credit Information or Credit Eligibility Information, but including identification information) about me/us to overseas recipients which are likely to be located in the United Kingdom and the United States of America;
- if I consent to Seven disclosing the information referred to above to overseas recipients, Seven does not need to take steps to ensure those recipients do not breach the Australian Privacy Principles (APPs) and if the overseas recipient handles the information in breach of the APPs, Seven will not be accountable for that breach and I/we will not be able to seek redress under the Privacy Act 1988 (Commonwealth) (Privacy Act),

and after being so informed, I/we consent to this disclosure. I/we also acknowledge that where I/we withhold or withdraw my/our consent to overseas disclosures of the above information, Seven may still disclose that information to recipients outside Australia, however in that instance, the protections provided for under the Privacy Act will apply to those disclosures.

## **Authority for direct marketing purposes**

I/we agree that Seven may:

23. use or disclose Personal Information (other than Credit Eligibility Information or Regulated Information) about me/us to send me/us direct marketing communications or to facilitate direct marketing by other organisations. I/we acknowledge that I/we may request not to receive future direct marketing communications from Seven or third parties by using the unsubscribe function in the communication I/we receive, or alternatively by contacting privacy@seven.com.au.

### **Acknowledgements regarding Personal Information**

I/we acknowledge that:

- 24. in addition to the entities, bodies or persons Seven exchanges Personal Information about me with, as set out above, Seven usually discloses my/our Personal Information (other than Credit Eligibility Information) to any of its related bodies corporate, third party suppliers who provide website management services, share registry services, mail out services, call centre services, data analysis and processing services, insurance broking, vehicle and petrol supply, supply of equipment, engineering services, security services, financial services, credit reporting services and travel and hospitality services.
- 25. Seven has a Privacy Policy which explains how it manages Personal Information (other than Credit Information and Credit Eligibility Information) (**Privacy Policy**) which may be accessed from the following website <a href="http://www.sevenwestmedia.com.au/privacy-policy">http://www.sevenwestmedia.com.au/privacy-policy</a>.
- there is an additional policy which applies to Pacific Magazines Pty Limited and Seven West Media Limited's print and online journalism activities.
- 27. the Privacy Policy contains information about how I/we may request access to the Personal Information about me/us that is held by Seven and seek the correction of such information.
- 28. the Privacy Policy contains information about how I/we may complain about a breach of the APPs and how Seven will deal with such a complaint.

## **Definitions**

All terms defined in the Privacy Act have the same meaning when used in this Privacy Act Acknowledgement & Consent.

NOTE: This form must be completed and signed by each Director/Owner/Guarantor of the Applicant.

1) Applicant Director/Guarantor Nar	ne (PLEASE PRINT)		
(Family Name)	(Given Names)		
Address			
(Street No/ Name)	(Suburb)	(State)	(Post Code)
Date of Birth	Driver's	s Licence No	
Signature	Date		
2) Applicant Director/Guarantor Nar	ne (PLEASE PRINT)		
(Family Name)	(Given Names)		
Address			
(Street No/ Name)	(Suburb)	(State)	(Post Code)
Date of Birth	Driver's	s Licence No	
Signature	Data	, ,	

# SEVEN NETWORK (OPERATIONS) LIMITED A.B.N. 65 052 845 262

# STANDARD TERMS AND CONDITIONS - DIRECT ADVERTISING

These Standard Terms and Conditions apply to all bookings for airtime telecast from May 1, 2011

#### **DEFINITIONS**

- 1. In these terms and conditions:
  - "agent" means a person or company which places advertising with Seven for and on behalf of the customer.
  - "CAD" means Commercials Advice Pty Ltd (a division of Free TV Australia).
  - "GST law" and any other related terms have the meanings given in A New Tax System (Goods and Services Tax) Act 1999, including applicable rulings issued from time to time by the Commissioner of Taxation.
  - "Media Booking Information" means all information regarding bookings, pricing, negotiated benefits and amount of business placed with Seven.
  - "Customer" means a direct advertiser who has properly completed and returned to Seven the documentation referred to in clause 2.
  - "Seven" means Seven Network (Operations) Limited and all of its subsidiaries, including but not limited to those trading as Channel Seven Sydney, Channel Seven Melbourne, Channel Seven Brisbane, Channel Seven Queensland, Channel Seven Adelaide and Channel Seven Perth.

#### **CUSTOMER**

2. To become a customer for the purposes of these terms and conditions, a direct advertiser must complete and return to Seven the credit application forms established and identified by Seven for that purpose. Seven shall thereafter grant and maintain credit facilities at its sole discretion.

## AIRTIME BOOKINGS

- 3. All airtime bookings are subject to availability at the time of booking.
- 4. Eight (8) weeks written notice is required to cancel airtime that has been booked, unless otherwise agreed by Seven. Cancellation is subject to the acceptance by an Officer of Seven.
- 5. Airtime cancelled inside 8 weeks and more than three working days prior to telecast, will attract delete and charge conditions. Placement of delete and charge will be accepted by the Seven Network under the following conditions:
  - (a) Placement guarantees will be at the discretion of the Network.
  - (b) Placement is subject to availability.
  - (c) All delete and charge must be reallocated within twelve months from the date the delete and charge is processed. If Seven attracts GST liabilities as a result of delete and charge the Network's normal provision with regard to GST will apply (refer GST clause).

Airtime cancelled within three (3) working days of telecast will be dropped, charged and removed, with no further entitlement or claim.

6. All material instructions and delivery details must be advised to the Network in writing at least seven (7) working days prior to telecast. Should it be necessary to make late adjustments to material instructions, the appropriate Sales and Traffic staff must be informed both verbally and via email to minimise the risk of telecast error.

Commercials must be supplied on Digital Betacam, via Dubsat or via Adstream and will be held by the Network for a period of two months. Material must be provided at least three (3) working days prior to telecast.

#### AIRTIME BOOKINGS continued...

- 7. Seven accepts all commercials from a customer or its agent subject to:
  - (a) the customer obtaining a certificate from CAD that the commercial complies with the CAD guidelines; or
  - (b) the customer obtaining and providing Seven with a legal opinion by an independent solicitor stating that the commercial does not breach any current law, statute, or relevant industry code including but not limited to the Competition and Consumer Act 2010 (Cth), the Broadcasting Services Act 1992, the CAD guidelines, the Commercial Television Industry Code of Practice, current defamation law, copyright law or contempt of court.
- 8. Notwithstanding clause 7 above, Seven reserves the right to refuse to broadcast any material supplied or to immediately suspend any broadcast of material supplied.
- 9. The customer acknowledges and accepts that;
  - (a) Seven has entered into agreements with organisations and associations which may restrict its ability to broadcast certain material during defined programs and events;
  - (b) programming and advertising is subject to cancellation, rescheduling, or replacing at Seven's discretion and accordingly Seven may reschedule bookings at any time; and
  - (c) it shall not resell or sublicense any booking of airtime made by it.
- 10. Where a customer uses an agent or changes its agent, the customer must notify Seven in writing of the agent's details and confirm that the agent is acting on its behalf and with its consent prior to any placement of advertising by that agent. The customer agrees that it is solely responsible for the actions and omissions of its agent and will ensure that its agent complies with these terms and conditions.

#### **PAYMENT**

- 11. A customer will be liable for payment of all advertisements placed by it or by its agent.
- 12. Subject to clause 13, payment in full will be due no later than thirty (30) days from the end of the month in which such advertisements were broadcast by Seven. Where the thirtieth day is a Saturday, Sunday or gazetted public holiday, payment is due on the next business day.
  - (a) Claims for credit must be notified in writing to Group Credit/Accounts Receivable Department. Details must be provided, including aired Station, date, time, amount and reason for claim.
  - (b) Claims will not be accepted unless made within 30 days from the Invoice Issue Date.
- 13. Seven may at its sole discretion require payment in advance of the broadcast of advertisements.
- 14. If Seven becomes liable for GST on any supplies made in connection with these terms and conditions or placement of an advertisement, Seven may charge the customer an additional amount equal to the amount of its GST liability, at the time of invoice. Where GST is charged, Seven will provide a tax invoice which will enable the party responsible for payment, where permitted, to claim an input tax credit for GST.

Where Seven becomes liable for any penalties or interest as a result of the late payment of GST due to the customer's failure to comply with these terms and conditions (including this clause) or any obligations under the GST law, then an additional amount equal to those penalties and interest will be payable by the customer to Seven.

Should the GST amount recovered by Seven in connection with any supply made differ to the GST liability either due to an amendment in the GST law or an adjustment to the consideration under these terms and conditions, Seven will provide an adjustment note within 28 days of the date of the event.

#### WARRANTIES AND INDEMNITIES

- 15. Upon booking an advertisement and by lodging or authorising material for telecast a customer:
  - (a) accepts full responsibility for that material and indemnifies Seven and its directors, officers, employees and agents of those companies in accordance with clause 15:
  - (b) warrants that it has complied with these terms and conditions; and
  - (c) warrants that the advertisement complies with the laws and advertising codes recognised from time to time by Free TV Australia & CAD
- 16. Seven accepts commercials for broadcast on the condition that the customer hereby undertakes to indemnify Seven and its directors, officers, employees and agents at all times against all claims or proceedings, losses, damages, demands, costs, penalties, suits, liabilities or expenses of any nature whether caused by negligence or otherwise which may result from:
  - (a) the broadcast by Seven of the material supplied by the customer or its agent for broadcast by Seven; or
  - (b) any action or omission of the customer's agent.

This indemnity applies to each and every commercial supplied to and broadcast by Seven. The customer acknowledges that Seven has granted consideration for this indemnity in the form of acceptance and the broadcast of each commercial.

#### LIABILITY

- 17. Seven is not, and the customer acknowledges that Seven is not, liable pursuant to these terms and conditions, or otherwise in law for any direct, indirect, special, economic or consequential loss or damage suffered or incurred by the customer whether caused by negligence or otherwise and whether or not Seven was aware or should have been aware of the possibility of such loss or damage.
- 18. To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise from Seven to the customer, are hereby excluded. Liability of Seven for any breach of a term or condition implied by law is limited, at Seven's option, to the resupply of service.

#### **GENERAL**

- 19. Seven may vary these terms and conditions at any time by notice in writing to the customer.
- 20. The customer acknowledges that advertising rates, trading terms, negotiated benefits and all other Media Booking Information are confidential between Seven, the recognised customer or the recognised customer's agent and that this information will only be used for the recognised customer's own internal purposes of analysis and review. No Media Booking Information is to be disclosed or provided in any way whatsoever to any third party including for the purposes of analysis, research, collation or survey unless such analysis, research, collation or survey is conducted for the exclusive use of all or either of Seven, the recognized customer or the recognised customer's agent (and for the avoidance of doubt, on condition that such third party may not supply such Media Booking Information to any other entity), or it is so disclosed or provided with the prior written consent of both Seven Network and the client/advertiser.
- 21. If Seven is unable to perform an obligation under these terms and conditions by reason of any cause reasonably beyond the control of Seven, performance of that obligation is suspended.
- 22. These terms and conditions are governed by and shall be construed in accordance with the laws of the State of New South Wales and each party irrevocably submits to the jurisdiction of the courts of the State of New South Wales.

## **DEFAULT**

- 23. In the event of any breach, non-performance or non-observance of any of these terms and conditions or any other agreement with Seven, Seven reserves the right to cancel the approval of a customer at any time.
- 24. Where a customer defaults in payment under clause 11, 12 or 14 it will be liable for payment of any costs incurred by Seven (on an indemnity basis) in taking reasonable steps to recover from the customer the amounts owing.

# **Amy Crouch**

From: Sent:

To:

Wednesday, 26 February 2020 3:31 PM helen.blackburn@bundaberg.qld.gov.au

Subject:

Seven Network

Attachments:

Helen Blackburn - 2020 Election Campaign.pdf; 2014 04 DIRECT BBG Credit App.pdf; Survey 1-10

2019-Maryborough.pdf

Good afternoon Helen,

Thank you for your time earlier today, it was a pleasure to meet you and provide you with some insights on the Seven Network.

Attached is a proposed schedule example for your consideration and review. As discussed, I have now made amendments to our initial schedule, the campaign running over 3 weeks and including The Chase 2 weeks leading up to the election. I am confident that the proposed schedule will reach a large and diverse audience across our region. Please note that the example schedule cannot be guaranteed, availability cannot be confirmed until booking.

I have made further enquiries into our production charges, unfortunately our production charges are no different to our airtime rates and cannot be discounted.

Production for a 15 second commercial is

**CATEGORY C INFORMATION** 

Should you like to proceed with production and the attached schedule we will need to open a COD account as soon as possible so we can meet the required deadlines.

To open a COD account please complete page 1 of the account application attached and return for processing. Proposed schedules cannot be secured until payment has been received.

Should you like to discuss anything in further detail, don't hesitate to contact me.

Thanks Helen, I look forward to talking with you soon

Sales Manager Bundaberg

#### CATEGORY A INFORMATION

Seven Network (Operations) Limited

2/77 Barolin Street | Bundaberg QLD 4670 Australia

Postal Address: 2/77 Barolin Street | Bundaberg QLD 4670 Australia











------ Important Notice This message and its attachments are confidential and may contain information which is protected by copyright. It is intended solely for the named addressee. If you are not the authorised recipient (or responsible for delivery of the message to the authorised



DATE: 26-Feb-20

MARKET: WIDE BAY

CLIENT: HELEN BLACKBURN CATEGORY A INFORMATION

SALES EXEC.:

PRODUCT: 2020 ELECTION CAMPAIGN CONTACT:

WEEK COM	NO.	DUR	TIME	s	M	Т	w	Т	F	S	RATE	SUB TOTAL
DATE	ATE								Exc GST	Excl GST		
WEEK 1	5	15	0600-0859 - Sunrise		1		1	1	1	1		
W/C 8/03/20	3	15	1800-1859 - Seven News	000000000000000000000000000000000000000	1		1		1	0.000,00.000	STATE OF THE STATE	
WEEK 2	6	15	0600-0859 - Sunrise		1	4	1	1	4			ļ
					+	⊢'	+	+	+			
W/C 15/03/20	4				1	_	1	1	1			
	4	15	1800-1859 - Seven News	00,00,000,000	1	1		1		1		
WEEK 3	6	15	0600-0959 - Sunrise	1	1	1	1	1	1			
W/C 22/03/20	4	15	1700-1759 - The Chase			1	1	1	1			
	4	15	1800-1859 - Seven News		1	1	4	1	1			
										X		
Subtotal	36			•			Cos	st ex	clud	ing (	ST	\$4,559.00
							Plu	s <b>GS</b>	I			\$455.90
TOTAL	36	1			•		Cos	st Inc	ludi	ng G	ST	\$5,014.90

THE ABOVE PROPOSED SCHEDULE DOES NOT INCLUDE COMMERCIAL PRODUCTION RATES USED FOR THIS PROPOSAL ARE VALID FOR 30 DAYS FROM THE 26TH FEB 2020 ALL PROGRAMS ARE SUBJECT TO CHANGE WITHOUT NOTICE



APPLICANT DETAILS

1.

# SEVEN QUEENSLAND DIVISION - BUNDABERG

Seven Network (Operations) Limited (A.B.N. 65 052 845 262) Att: Credit Manager 2/77 Barolin Street Bundaberg QLD 4670

Phone: (07) 4153 7377 Fax: (07) 4153 7375

E-mail: 7qldfinance@seven.com.au

# **APPLICATION FOR 30 DAY CREDIT ACCOUNT**

# STRICTLY CONFIDENTIAL

The original of this completed application must be forwarded to Seven Network (Operations) Ltd ("Seven") as shown at the top of this form. Any change to the information contained in this application must be immediately notified to Seven in writing

NAME OF APPLICANT:				A.B.N.:	
TRADING NAME (s):					
TRADING ADDRESS:				POST CODE:	
TELEPHONE: ( )	MOB	ILE:	E-MAIL	:	
TYPE OF BUSINESS:					
MAXIMUM CREDIT LIMIT	REQUESTED (ON A	CCOUNT): \$		•	
2. <u>ORGANISATIO</u>	ON DETAILS ( please	e X organisation	type and complete d	etails as applicable)	
PUBLIC COMPANY	□ PRIVATE	COMPANY []	SOLE PROPR	PIETOR/PARTNERSHIP []	
DATE OF INCORPORATIO	N:	SF	IARE CAPITAL (PAI	D): \$	
PARENT COMPANY:				A.B.N	
BUSINESS NAME (S):			REG. NO:	STATE:	
DATE OF COMMENCEME	NT OF CURRENT BU	ISINESS/OPERA	TIONS:		
OTHER – Unincorporated of	r Unregistered Organis	sation (eg. Char	ity/Not for Profit/Asso	ciation etc) Provide details	below
TYPE OF ORGANISATION					
CONTACT NAME:	<u>)</u>		POSITION:		
3. <u>COMPANY DI</u>	RECTOR(s)/OWNER(s	s)/PARTNER(s)	( please provide full	details)	
FAMILY NAME	GIVEN NAME	RESIDENT	TIAL ADDRESS	DRIVERS LICEN	CE NO
1					
2					
3					•••••
4					

BANK:	BRANCH:		ACC	COUNT NAME:	
5.	REFERENCES	- Please ensure references listed be (Minimum 4 Trade and 4 Media)	elow are:	ii) Same Credit Lii iii) Non-related co	inimum of 12 months mit value as that sought at Seven mpanies/businesses ve & 30 day credit facility provided
TRADE S	SUPPLIERS		ACCOU	UNT NUMBER	PHONE NUMBER
<i>1.</i>					( )
2					( )
<i>3.</i>					( )
4					( )
		list previous media outlets you hav			
					( )
					(6)
			•		()
6.	<u>TERMS</u>		8		( )
Adve Stand 2. Unde the so	ertising' to which it is lard Terms & Condition of the Privacy Amend ole purpose of assession of the purpose are applicant a	ing this credit application:  (a) any credit reporting agency (b) the bank and trade references (c) the media organisations referred	essly grant referred to ed to by th	s Seven authority to  by the applicant in the applicant in this applicant in the applicant in this applicant in the applican	nall be paid in accordance with the contact the following organisations for this application
	by acknowledge that n by the Finance Dep		oadcast the	e applicant's materia	l prior to the approval of this credit
I/We here	by certify that the ab	ove information is true and correct	and that I	/We are authorised b	y the applicant to sign this application.
Signed for	r and on behalf of ap	plicant by: Signature:			
		Print Name:			Date:
		Witness Signatu	re:		Date:
		Print Name of V	Vitness:		
Signed for	r and on behalf of ap	plicant by: Signature:			
		Print Name::			Date:
		Witness Signatu	re:		Date:
		Print Name of V	Vitness:		
			_		

BANK DETAILS

4.

# 7. <u>GUARANTEE</u>

<u>IMPORTANT NOTICE</u>: This section, once completed, may require that you become liable for someone else's debt. Please seek independent advice prior to completion.

**Note:** If there is more than one guarantor for the Applicant, a separate Guarantee Page must be completed individually by each person agreeing to be Guarantor

to as <b>S</b> o	<b>ENSIDERATION</b> of Seven Network (Opeven, providing from time to time adverting, named:				
	(Insert full name of company applying		A.B.N		
of	(Insert company trading address of App		POST CODE:		
I,	(PRINT full name of person agreeing t		eferred a <b>s Guarantor</b> )		
of AGRE	(Insert full residential address of <b>Guar</b> E <b>E:</b>		POST CODE:		
1)	To unconditionally and irrevocably guainterest) which the Applicant is liable to time, and	arantee to Seven the due and properties of pay Seven for advertising air	unctual payment of all monies (including time, or other goods and services from time		
2)	To pay Seven on demand from time to Seven by the Applicant, and	time an amount equal to the ar	mount (including interest) due and payable to		
3)	granted to the Applicant by Seven, or b	y any scheme or arrangement are the appointment of a Received	er &/or Manager over the Applicant) or any		
4)	That until all monies owed by the Applicant to Seven have been paid in full, I will not be entitled on any grounds whatsoever to be subrogated to Seven for the payment of all or part of those monies, and				
5)	That this Guarantee will remain in full Seven have been paid in full, and	force and effect until all monie	es owed from time to time by the Applicant to		
6)		hat Seven will be entitled to recover from me any monies owed to it by the Applicant without Seven first taking my proceedings against or making demands upon the Applicant, and			
7)	must be approved by Seven Finance De specifically agrees that any credit repor- held by it in relation to the Guarantor, a	epartment, and to enable Seven ting agency is authorised to pr and to disclose any personal in			
	Signed by me on the	day of in the presence			
	(Print Name of Guarantor)	(Print Name of			

### PRIVACY ACT ACKNOWLEDGMENT & CONSENT

Privacy Act 1988 (Commonwealth)

To: Seven Network (Operations) Limited A.B.N. 65 052 845 262 (Herein referred to as Seven)

## CREDIT REPORTING CONSENTS/ACKNOWLEDGEMENTS

I/we agree that Seven may:

## **Authority for Seven to obtain Credit Reporting Information**

- where I/we are applying for Commercial Credit, obtain from any Credit Reporting Body, Credit
  Reporting Information about me/us for the purposes of assessing my/our application for Commercial
  Credit or collecting payments that are overdue in relation to Commercial Credit provided by Seven to
  me/us.
- 2. where I/we are applying to be guarantor, obtain from any Credit Reporting Body, Credit Reporting Information about me/us for the purposes of assessing whether to accept me/us as a guarantor in relation to:
  - (a) Credit provided by Seven to a person other than me/us; or
  - (b) Credit for which an application has been made to Seven by a person other than me/us (each a **Credit Applicant**).

# Authority for Seven to exchange Credit Eligibility Information with other Credit Providers

- 3. disclose Credit Eligibility Information about me/us to another Credit Provider which has an Australian link for the purposes of:
  - (a) notifying a default by me/us;
  - (b) allowing another Credit Provider to ascertain the status of my/our Credit arrangements with Seven where I/we are in default with one or more other Credit Providers; or
  - (c) where I/we are applying to be guarantor, assessing whether to accept me/us as guarantor for a Credit Applicant.
- 4. obtain Credit Eligibility Information about me/us from another Credit Provider for the purposes of:
  - (a) assessing my/our Credit application;
  - (b) generally assessing my/our Credit Worthiness; or
  - (c) assessing whether to accept me/us as guarantor for a Credit Applicant, where I/we are applying to be a guarantor.

# Authority for Seven to exchange Credit Eligibility Information with guarantors

- 5. where Seven has provided Credit to me/us or where I/we have applied to Seven for Credit, disclose Credit Eligibility Information about me/us to a person for the purpose of that person considering whether to offer to act as guarantor in relation to the Credit or to offer property as security for the Credit and that person has an Australian link.
- 6. disclose Credit Eligibility Information about me/us where the disclosure is to a person who is a guarantor in relation to Commercial Credit provided by Seven to me/us or the person has provided property as security for the Commercial Credit and that person has an Australian link.

I/we acknowledge that:

## Acknowledgements relating to credit reporting

7. Seven is likely to disclose Personal Information about me/us to the following Credit Reporting Bodies:

Dun & Bradstreet	Veda	NCI Credit Risk Management	EC Credit Control
www.checkyourcredit.com.au	www.mycreditfile.com.au	www.nci.com.au	www.eccreditcontrol.com.au
Ph: 1300 734 806	Ph: 1300 762 207 Fax: 02 9278 7333 Email: assist.au@veda.com.au	Ph: 08 8228 4800	Ph: 1300 362 070

- 8. the Credit Reporting Bodies listed above may include my/our Personal Information in reports they provide to other Credit Providers to assist them in assessing my/our credit worthiness.
- 9. if I/we fail to meet my/our payment obligations in relation to Consumer Credit or commit a Serious Credit Infringement, Seven may be entitled to disclose this to a Credit Reporting Body.
- 10. Seven has a Credit Policy which explains how Seven manages credit related Personal Information (Credit Policy) which I/we may obtain a copy of by going to the website <a href="http://www.sevenwestmedia.com.au/privacy-policy">http://www.sevenwestmedia.com.au/privacy-policy</a>. I/we acknowledge that I can also obtain a copy of the policies explaining how each of the Credit Reporting Bodies to whom Seven discloses my Personal Information to, manage credit related Personal Information by visiting their website set out above.
- 11. the Credit Policy contains information about how I/we may request access to Credit Eligibility Information about me/us that is held by Seven and information about how I/we may seek the correction of Credit Information or Credit Eligibility Information about me/us that is held by Seven.
- the Credit Policy contains information about how I/we may complain about Seven's failure to comply with the credit reporting provisions of the Privacy Act (found at Division 3 of Part IIIA of the Privacy Act) or the Credit Reporting Privacy Code and how Seven will deal with such a complaint.
- 13. I/we have a right to request Credit Reporting Bodies not to use my/our Credit Reporting Information for the purposes of pre-screening of direct marketing by a Credit Provider.
- 14. I/we have a right to request Credit Reporting Bodies not to use or disclose Credit Reporting Information about me/us if I/we believe on reasonable grounds that I/we have been, or am likely to be, a victim of fraud.
- 15. the purposes for which Seven collects my/our Personal Information (other Credit Eligibility Information) include assessing my/our Credit Worthiness and Credit application and, where I/we are successful, providing me/us with Credit and managing that Credit.
- if I/we do not provide some or all of the Personal Information requested in connection with this application, Seven may not be prepared to or able to provide Credit to me/us.
- 17. Seven is required to collect certain Personal Information about me/us under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Commonwealth).
- 18. Seven is not likely to disclose Credit Information or Credit Eligibility Information to entities that do not have an Australian link, other than identification information about me/us.

### PERSONAL INFORMATION CONSENTS/ACKNOWLEDGEMENTS

I/we agree:

## Authority to exchange Personal Information with other parties

- 19. that Seven may collect from and exchange Personal Information (other than Credit Eligibility Information) about me/us with any person or entity whose Personal Information I/we have provided to Seven in connection with this application, including but not limited to, any bank, auditor, trade reference or media organisation I/we refer to in this application for the purpose of assessing my/our application.
- that if Seven engages any person or entity (a **Service Provider**) to do something on its behalf, then Seven and the Service Provider may exchange with each other any Personal Information (other than Credit Eligibility Information), including any other Personal Information (other than Credit Eligibility Information) the Service Provider lawfully obtains about me/us in the course of acting on Seven's behalf for any purpose related to the provision of commercial credit, direct marketing and collecting debts.

## **Authority to disclose Personal Information overseas**

I/we acknowledge that:

- 21. Seven is likely to disclose Personal Information (other than Credit Information or Credit Eligibility Information, but including identification information) about me/us to overseas recipients which are likely to be located in the United Kingdom and the United States of America;
- if I consent to Seven disclosing the information referred to above to overseas recipients, Seven does not need to take steps to ensure those recipients do not breach the Australian Privacy Principles (APPs) and if the overseas recipient handles the information in breach of the APPs, Seven will not be accountable for that breach and I/we will not be able to seek redress under the Privacy Act 1988 (Commonwealth) (Privacy Act),

and after being so informed, I/we consent to this disclosure. I/we also acknowledge that where I/we withhold or withdraw my/our consent to overseas disclosures of the above information, Seven may still disclose that information to recipients outside Australia, however in that instance, the protections provided for under the Privacy Act will apply to those disclosures.

## **Authority for direct marketing purposes**

I/we agree that Seven may:

23. use or disclose Personal Information (other than Credit Eligibility Information or Regulated Information) about me/us to send me/us direct marketing communications or to facilitate direct marketing by other organisations. I/we acknowledge that I/we may request not to receive future direct marketing communications from Seven or third parties by using the unsubscribe function in the communication I/we receive, or alternatively by contacting privacy@seven.com.au.

### **Acknowledgements regarding Personal Information**

I/we acknowledge that:

- 24. in addition to the entities, bodies or persons Seven exchanges Personal Information about me with, as set out above, Seven usually discloses my/our Personal Information (other than Credit Eligibility Information) to any of its related bodies corporate, third party suppliers who provide website management services, share registry services, mail out services, call centre services, data analysis and processing services, insurance broking, vehicle and petrol supply, supply of equipment, engineering services, security services, financial services, credit reporting services and travel and hospitality services.
- 25. Seven has a Privacy Policy which explains how it manages Personal Information (other than Credit Information and Credit Eligibility Information) (**Privacy Policy**) which may be accessed from the following website <a href="http://www.sevenwestmedia.com.au/privacy-policy">http://www.sevenwestmedia.com.au/privacy-policy</a>.
- there is an additional policy which applies to Pacific Magazines Pty Limited and Seven West Media Limited's print and online journalism activities.
- 27. the Privacy Policy contains information about how I/we may request access to the Personal Information about me/us that is held by Seven and seek the correction of such information.
- 28. the Privacy Policy contains information about how I/we may complain about a breach of the APPs and how Seven will deal with such a complaint.

## **Definitions**

All terms defined in the Privacy Act have the same meaning when used in this Privacy Act Acknowledgement & Consent.

NOTE: This form must be completed and signed by each Director/Owner/Guarantor of the Applicant.

1) Applicant Director/Guarantor Name (PLEASE PRINT)								
(Family Name)	(Given Names)							
Address								
(Street No/ Name)	(Suburb)	(State)	(Post Code)					
Date of Birth	Driver's	Driver's Licence No						
Signature	Date							
2) Applicant Director/Guarantor Nar	ne (PLEASE PRINT)							
(Family Name)	(Given Names)							
Address								
(Street No/ Name)	(Suburb)	(State)	(Post Code)					
Date of Birth	Driver's Licence No							
Signature	Data	, ,						

# SEVEN NETWORK (OPERATIONS) LIMITED A.B.N. 65 052 845 262

# STANDARD TERMS AND CONDITIONS - DIRECT ADVERTISING

These Standard Terms and Conditions apply to all bookings for airtime telecast from May 1, 2011

#### **DEFINITIONS**

- 1. In these terms and conditions:
  - "agent" means a person or company which places advertising with Seven for and on behalf of the customer.
  - "CAD" means Commercials Advice Pty Ltd (a division of Free TV Australia).
  - "GST law" and any other related terms have the meanings given in A New Tax System (Goods and Services Tax) Act 1999, including applicable rulings issued from time to time by the Commissioner of Taxation.
  - "Media Booking Information" means all information regarding bookings, pricing, negotiated benefits and amount of business placed with Seven.
  - "Customer" means a direct advertiser who has properly completed and returned to Seven the documentation referred to in clause 2.
  - "Seven" means Seven Network (Operations) Limited and all of its subsidiaries, including but not limited to those trading as Channel Seven Sydney, Channel Seven Melbourne, Channel Seven Brisbane, Channel Seven Queensland, Channel Seven Adelaide and Channel Seven Perth.

#### **CUSTOMER**

2. To become a customer for the purposes of these terms and conditions, a direct advertiser must complete and return to Seven the credit application forms established and identified by Seven for that purpose. Seven shall thereafter grant and maintain credit facilities at its sole discretion.

## AIRTIME BOOKINGS

- 3. All airtime bookings are subject to availability at the time of booking.
- 4. Eight (8) weeks written notice is required to cancel airtime that has been booked, unless otherwise agreed by Seven. Cancellation is subject to the acceptance by an Officer of Seven.
- 5. Airtime cancelled inside 8 weeks and more than three working days prior to telecast, will attract delete and charge conditions. Placement of delete and charge will be accepted by the Seven Network under the following conditions:
  - (a) Placement guarantees will be at the discretion of the Network.
  - (b) Placement is subject to availability.
  - (c) All delete and charge must be reallocated within twelve months from the date the delete and charge is processed. If Seven attracts GST liabilities as a result of delete and charge the Network's normal provision with regard to GST will apply (refer GST clause).

Airtime cancelled within three (3) working days of telecast will be dropped, charged and removed, with no further entitlement or claim.

6. All material instructions and delivery details must be advised to the Network in writing at least seven (7) working days prior to telecast. Should it be necessary to make late adjustments to material instructions, the appropriate Sales and Traffic staff must be informed both verbally and via email to minimise the risk of telecast error.

Commercials must be supplied on Digital Betacam, via Dubsat or via Adstream and will be held by the Network for a period of two months. Material must be provided at least three (3) working days prior to telecast.

#### AIRTIME BOOKINGS continued...

- 7. Seven accepts all commercials from a customer or its agent subject to:
  - (a) the customer obtaining a certificate from CAD that the commercial complies with the CAD guidelines; or
  - (b) the customer obtaining and providing Seven with a legal opinion by an independent solicitor stating that the commercial does not breach any current law, statute, or relevant industry code including but not limited to the Competition and Consumer Act 2010 (Cth), the Broadcasting Services Act 1992, the CAD guidelines, the Commercial Television Industry Code of Practice, current defamation law, copyright law or contempt of court.
- 8. Notwithstanding clause 7 above, Seven reserves the right to refuse to broadcast any material supplied or to immediately suspend any broadcast of material supplied.
- 9. The customer acknowledges and accepts that;
  - (a) Seven has entered into agreements with organisations and associations which may restrict its ability to broadcast certain material during defined programs and events;
  - (b) programming and advertising is subject to cancellation, rescheduling, or replacing at Seven's discretion and accordingly Seven may reschedule bookings at any time; and
  - (c) it shall not resell or sublicense any booking of airtime made by it.
- 10. Where a customer uses an agent or changes its agent, the customer must notify Seven in writing of the agent's details and confirm that the agent is acting on its behalf and with its consent prior to any placement of advertising by that agent. The customer agrees that it is solely responsible for the actions and omissions of its agent and will ensure that its agent complies with these terms and conditions.

#### **PAYMENT**

- 11. A customer will be liable for payment of all advertisements placed by it or by its agent.
- 12. Subject to clause 13, payment in full will be due no later than thirty (30) days from the end of the month in which such advertisements were broadcast by Seven. Where the thirtieth day is a Saturday, Sunday or gazetted public holiday, payment is due on the next business day.
  - (a) Claims for credit must be notified in writing to Group Credit/Accounts Receivable Department. Details must be provided, including aired Station, date, time, amount and reason for claim.
  - (b) Claims will not be accepted unless made within 30 days from the Invoice Issue Date.
- 13. Seven may at its sole discretion require payment in advance of the broadcast of advertisements.
- 14. If Seven becomes liable for GST on any supplies made in connection with these terms and conditions or placement of an advertisement, Seven may charge the customer an additional amount equal to the amount of its GST liability, at the time of invoice. Where GST is charged, Seven will provide a tax invoice which will enable the party responsible for payment, where permitted, to claim an input tax credit for GST.

Where Seven becomes liable for any penalties or interest as a result of the late payment of GST due to the customer's failure to comply with these terms and conditions (including this clause) or any obligations under the GST law, then an additional amount equal to those penalties and interest will be payable by the customer to Seven.

Should the GST amount recovered by Seven in connection with any supply made differ to the GST liability either due to an amendment in the GST law or an adjustment to the consideration under these terms and conditions, Seven will provide an adjustment note within 28 days of the date of the event.

#### WARRANTIES AND INDEMNITIES

- 15. Upon booking an advertisement and by lodging or authorising material for telecast a customer:
  - (a) accepts full responsibility for that material and indemnifies Seven and its directors, officers, employees and agents of those companies in accordance with clause 15:
  - (b) warrants that it has complied with these terms and conditions; and
  - (c) warrants that the advertisement complies with the laws and advertising codes recognised from time to time by Free TV Australia & CAD
- 16. Seven accepts commercials for broadcast on the condition that the customer hereby undertakes to indemnify Seven and its directors, officers, employees and agents at all times against all claims or proceedings, losses, damages, demands, costs, penalties, suits, liabilities or expenses of any nature whether caused by negligence or otherwise which may result from:
  - (a) the broadcast by Seven of the material supplied by the customer or its agent for broadcast by Seven; or
  - (b) any action or omission of the customer's agent.

This indemnity applies to each and every commercial supplied to and broadcast by Seven. The customer acknowledges that Seven has granted consideration for this indemnity in the form of acceptance and the broadcast of each commercial.

#### LIABILITY

- 17. Seven is not, and the customer acknowledges that Seven is not, liable pursuant to these terms and conditions, or otherwise in law for any direct, indirect, special, economic or consequential loss or damage suffered or incurred by the customer whether caused by negligence or otherwise and whether or not Seven was aware or should have been aware of the possibility of such loss or damage.
- 18. To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise from Seven to the customer, are hereby excluded. Liability of Seven for any breach of a term or condition implied by law is limited, at Seven's option, to the resupply of service.

#### **GENERAL**

- 19. Seven may vary these terms and conditions at any time by notice in writing to the customer.
- 20. The customer acknowledges that advertising rates, trading terms, negotiated benefits and all other Media Booking Information are confidential between Seven, the recognised customer or the recognised customer's agent and that this information will only be used for the recognised customer's own internal purposes of analysis and review. No Media Booking Information is to be disclosed or provided in any way whatsoever to any third party including for the purposes of analysis, research, collation or survey unless such analysis, research, collation or survey is conducted for the exclusive use of all or either of Seven, the recognized customer or the recognised customer's agent (and for the avoidance of doubt, on condition that such third party may not supply such Media Booking Information to any other entity), or it is so disclosed or provided with the prior written consent of both Seven Network and the client/advertiser.
- 21. If Seven is unable to perform an obligation under these terms and conditions by reason of any cause reasonably beyond the control of Seven, performance of that obligation is suspended.
- 22. These terms and conditions are governed by and shall be construed in accordance with the laws of the State of New South Wales and each party irrevocably submits to the jurisdiction of the courts of the State of New South Wales.

## **DEFAULT**

- 23. In the event of any breach, non-performance or non-observance of any of these terms and conditions or any other agreement with Seven, Seven reserves the right to cancel the approval of a customer at any time.
- 24. Where a customer defaults in payment under clause 11, 12 or 14 it will be liable for payment of any costs incurred by Seven (on an indemnity basis) in taking reasonable steps to recover from the customer the amounts owing.

# **Amy Crouch**

From: Helen Blackburn < Helen.Blackburn@bundaberg.qld.gov.au>

Sent: Thursday, 27 February 2020 8:19 AM

To:

**Subject:** RE: Bundabergs future

CATEGORY A INFORMATION

Hi

# IRRELEVANT INFORMATION

I understand your concerns and share them.

I hope that I can provide the change that I believe the region needs to move forward, and thank you for taking the time to email.

Kind regards

Cr Helen Blackburn DIVISION 4 COUNCILLOR GOVERNANCE AND COMMUNICATIONS SPOKESPERSON

Bundaberg Regional Council PO Box 3130 BUNDABERG QLD 4670

M 0438 599 175

E helen.blackburn@bundaberg.qld.gov.au

W https://protect-au.mimecast.com/s/gWs3C81VMOTEAXXUng9Vx?domain=bundaberg.qld.gov.au

**CATEGORY A INFORMATION** 

----Original Message---

From:

Sent: Wednesday, 26 February 2020 8:04 PM

To: Helen Blackburn

Subject: Bundabergs future

**IRRELEVANT INFORMATION** 

This message may contain confidential, privileged or personal information. If you are not an intended recipient, you must not deal with or rely on any information herein and please advise the sender or call Council on 1300 883 699. Council does not warrant that this email is virus free.

## IRRELEVANT INFORMATION

# **Amy Crouch**

From: Helen Blackburn < Helen.Blackburn@bundaberg.qld.gov.au>

Sent: Monday, 3 February 2020 1:33 PM

To: Charlie Kohn; Jack Dempsey; Steve Johnston - CEO

**Subject:** Re: Letter for your consideration

#### Hi Charlie

Thank you so much for this communication. I certainly appreciate the merits of running a positive campaign through to election rather than spending time on defending myself against what has felt like a witch hunt at times.

Kind regards Helen Blackburn

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From:

Date: 3/2/20 1:22 pm (GMT+10:00)

To: Jack Dempsey < Jack. Dempsey@bundaberg.qld.gov.au>, Helen Blackburn

<Helen.Blackburn@bundaberg.qld.gov.au>, Steve Johnston - CEO

Subject: Letter for your consideration

Good afternoon Mayor Dempsey, Councillor Blackburn and Mr Johnston

Please find attached a letter intended for consideration by each of you.

Sincerely

Charles Kohn Deputy Independent Assessor

Level 13, 53 Albert Street Brisbane QLD 4000





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# **Amy Crouch**

From: Helen Blackburn

Sent: Saturday, 29 February 2020 6:42 AM

To: Helen Blackburn

**Subject:** Fw: CORRESPONDENCE | Election Priorities

Attachments: 2020 Election Priorities Flyer - BUND.pdf; 26.02.2020 - Outgoing - Election - Cr Helen

Blackburn.pdf

---- Forwarded message -----

From: Lauren Barker <a href="mailto:lbarker@udiaqld.com.au">lbarker@udiaqld.com.au</a>

To:

Sent: Friday, 28 February 2020, 02:41:14 pm AEST Subject: CORRESPONDENCE | Election Priorities

Good afternoon,

Please find attached correspondence from our CEO, Kirsty Chessher-Brown.

Kind regards,

Lauren Barker

Lauren Barker

Corporate Services Manager

**Urban Development Institute of Australia Queensland** 

Level 12, 120 Edward Street, Brisbane QLD 4000

GPO Box 2279 Brisbane QLD 4001

P: E: lbarker@udiaqld.com.au

W: udiaqld.com.au | envirodevelopment.com.au

Facebook | Twitter | LinkedIn | Instagram



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## CATEGORY A INFORMATION



GPO Box 2279
Brisbane QLD 4001
Level 12, 120 Edward Street
Brisbane QLD 4000
T 07 3229 1589
E udia@udiaqld.com.au
www.udiaqld.com.au
ACN 010 007 084
ABN 32 885 108 968

26 February 2020

Cr Helen Blackburn Bundaberg Mayoral Candidate

BY EMAIL:

Dear Cr Blackburn

## RE: Bundaberg Local Government Election

I write to congratulate you on your decision to run as a Mayoral candidate in the upcoming Bundaberg local government elections. The integrity of the democratic process rests heavily on the emergence of a genuine contest of ideas, policies and plans, and the Urban Development Institute of Australia Queensland (the Institute) is delighted to see that contest emerging in Bundaberg.

As you may be aware, the Institute is the leading peak body representing the Queensland developing industry. A unique feature of the Institute is our long-standing branch structure which sees the Institute's local branches operate in 11 regional locations throughout Queensland ensuring that the Institute speaks with a well-informed "local" voice. This feature, combined with the knowledge we gain from our Research Foundation along with the expert advice we receive from the many senior industry leaders who sit on our policy committees, means that our policy development is evidence driven and highly relevant.

In Bundaberg the development industry is a critical part of the local economy. In fact, independent research commissioned by the Institute in 2018 confirmed that development contributed to 1,894 direct employment and wages and salaries of \$123.3 million<sup>1</sup>.

What this research also reveals is the strong interdependence between local economic conditions and industry outcomes. For the local development industry to thrive, deliver homes and create local jobs it is critical that all Mayoral candidates understand and commit to the key initiatives that will drive the industry forward for the benefit of the Bundaberg community.

For this reason, the institute's Bundaberg Branch, under the leadership of Nathan Freeman, Branch President has invested time and expertise in generating a list of key initiatives which will assist the industry play its role in Bundaberg constructing housing, creating jobs and stimulating the retail sector. An outline of these initiatives is attached for your information and we would like to meet with you at your earliest convenience to discuss these initiatives, and seek your commitment to implementing them should you be elected at the upcoming election.

While it is important to note that the Institute does not endorse, nor is seen to be endorsing any individual candidate or party or influencing electors in their voting intentions, we are very happy to communicate your position in regard to these initiatives direct to our membership via our well-read Member Alert and/or the general public if asked by the media, for information so that individuals themselves can make informed decisions.

<sup>&</sup>lt;sup>1</sup> The Institute's Research Foundation - *The Contribution of the Development Industry to Queensland*, Urbis, March 2018 Bundaberg Regional Council RTI/0133, Page 77 of 79

Should you wish to discuss these options further, please contact

o arrange a meeting with Mr Freeman.

In closing, please once again accept our congratulations on coming forward as a Mayoral candidate. It is a decision that takes both courage and immense dedication to the local community. Irrespective of the final outcome of the election you should feel rightly proud of the role you are playing in the democratic process and we wish you well in your campaign.

Yours sincerely

Urhan Development Institute of Australia Queensland

Kirsty Chessher-Brown
Chief Executive Officer

Bundaberg Regional Council RTI/0133, Page 78 of 79



# The Institute has represented the property industry for nearly 50 years.

Our members are in the business of creating thriving, inclusive, and innovative communities. Their contribution goes beyond bricks and mortar. They are responsible for the places that Queenslanders enjoy each day, such as the buildings, homes, and community spaces that make up the fabric of our great State. They are also a powerhouse of local employment and jobs creation.

# **IN BUNDABERG**

# The development industry delivers:



1,894



employment 6.3%

% of direct regional

Indirect jobs



Contribution to ĞRP (\$M)

\$550.0

Wages and Salaries (\$M) \$123.3

# ELECTION PRIORITYES



Commit to funding three key revitalisation projects to commence post completion of the Quay Street demaining project.

- CBD revitalisation
- Riverside Precinct Master Plan
- Cultural Precinct Master Plan.



## **Assessment timeframes**

Commitment to meeting assessment timeframes.



## **Development Application fees and charges**

Being mindful of market conditions, a price freeze on all Development Application fees and charges.