

	TASRACING PTY LTD REQUEST FOR TENDER (RFT)	RFT 26-27:01
Goods/Services Required:	Strategic Communications, Public Relations and Government Relations Services	
RFT Issue Date:	Wednesday, 30 September 2026	
RFT Closing Time/Date:	12.00pm Tasmanian time on Monday, 19 October 2026	
Enquiries contact:	Nick Walker	

Background

Tasracing Pty Ltd (**Tasracing**) is a state-owned company and is Tasmania's Principal Racing Authority, entrusted with the comprehensive development and promotion of the state's racing industry.

Tasracing seeks to engage a suitably qualified and experienced communications and public relations service provider to deliver strategic communications advice, media relations support, stakeholder engagement services and issues and crisis communications support. The successful respondent will act as a trusted adviser to Tasracing and support the organisation in managing its reputation and communicating effectively with industry participants, government stakeholders, employees, media and the broader community.

Summary of Services

Monthly communications planning; media relations; media releases; issues and crisis communications; stakeholder engagement; ministerial liaison; board and executive communications support; industry communications; annual report coordination; content development; strategic advice and reputation management.

See *Part 3 (Specification)* on page 15 for further details about the scope of the services which Tasracing require.

Part 1 – Information for Tenderers and Lodgement Details

Conditions of tender	The <i>Conditions of Tender</i> section of this document contains the conditions on which Tasracing will receive and evaluate this Tender. Tasracing reserves the right to reject a Tenderer that does not comply with all the terms of this RFT.
Specification	The <i>Specification</i> section of this document contains the specifications of the services required by Tasracing that are being sourced by this Tender, including KPIs.
Conditions of Contract	The <i>Conditions of Contract</i> section of this document contain the terms of the contract which the successful Tenderer must sign, unless varied only by an agreement between the Tenderer and Tasracing during the evaluations and negotiations. The proposed term of the Conditions of Contract is 1-year, with one further option of 2 years exercisable at Tasracing's sole discretion.
Tender form	The <i>Tender Form</i> section of this document (Part 5) must be completed by potential Tenderers for the goods and services. Tasracing reserves the right to reject Tenderers who do not use the Tender Form to complete their Tender.
Schedule of Rates/Pricing Proposal	The Schedule of Rates/Pricing Proposal (Part 6 of the RFT) must be completed by potential Tenderers and submitted as part of the Tender. Tasracing reserves the right to reject a Tender where the Pricing Schedule is not completed or where pricing is not provided in the format required.
Opening date and time	The RFT for the services will open at 9.00am Tasmanian time on Wednesday, 30 September 2026.
Closing date and time	All tenders to be considered as part of this RFT are to be lodged by 12.00pm Tasmanian time on Monday, 19 October 2026.
Pre-tender briefing session details:	N/A
Lodgment	A tender must be lodged as follows: By email to: admin@tasracing.com.au
Contacts	All enquiries relating to this RFT should be directed to the Contact Officer: Nick Walker (n.walker@tasracing.com.au)

Notification of outcome	Tasracing anticipates that the successful supplier will be notified in writing of the outcome of this RFT by Friday, 23 October 2026. Unsuccessful suppliers will be notified at the conclusion of the procurement process.
Information to be provided by suppliers as part of this RFT	• Company profile and current ABN/ACN number • Key personnel CVs • Three referees • Methodology and service model • Relevant experience • A response to <i>Part 3 – Specification</i> • A completed Tender Form (<i>Part 5</i>) • Pricing proposal (monthly retainer fee, including whether after hours support is covered by retainer fee (<i>Part 6</i>)) • Insurance certificates (Public Liability, Professional Indemnity/Workers Compensation as required by law) • Conflict of interest declaration (respondents must disclose any actual, perceived or potential conflicts of interest involving racing industry participants, wagering operators, media organisations or government agencies).
Evaluation criteria	In the evaluation process, Tasracing will take into consideration all relevant factors, including: • Compliance with: ○ the Conditions of Tender ○ Conditions of Contract; and ○ Any other requirements of the RFT • Evaluation Criteria (see following page)

Criterion	Assessment Considerations	Weighting
Relevant Experience and Past Performance	Demonstrated experience in strategic communications, media relations, stakeholder engagement, reputation management and crisis communications.	20%
Capability and Personnel	Qualifications, experience, account structure, specialist expertise and availability of proposed personnel.	20%
Methodology and Service Delivery	Understanding of requirements, proposed approach, responsiveness, reporting and service levels.	15%
Sector Understanding and Strategic Insight	Understanding of Tasracing, government stakeholder environment, industry participant landscape and associated reputational considerations.	25%
Price and Value for Money	Overall contract cost and demonstrated value for money.	15%
Local Benefit	Local presence and contribution to Tasmanian industry and employment.	5%

Each criterion will be assessed on a weighted basis. Tasracing reserves the right to seek clarification, conduct interviews, undertake reference checks and negotiate with one or more respondents.

Tasracing will not be bound to accept the lowest or any tender.

Part 2 – Conditions of Tender

1 Definitions

In this RFT, unless the context precludes it:

“Closing Time” means the closing time (Tasmanian time) and date for submitting Tenders shown on the cover page of this RFT;

“Conditions of Contract” means the Conditions of Contract contained in this RFT;

“Contact Officer” means the person identified as Contact Officer on the cover page of this RFT;

“Contractor” means the Person with whom Tasracing enters into a contract to provide the Requirements;

“GST” means any tax imposed under any GST law and includes GST within the meaning of the GST Act;

“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth) as amended;

“GST Law” means the GST law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;

“Person” includes a natural person, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency;

“Request for Tender” or **“RFT”** means this document inviting Tenderers to offer to deliver Tasracing’s Requirements by submitting a Tender as provided in this document;

“Requirements” means the goods and/or services to be procured by Tasracing through this RFT;

“Scheme” means a scheme in force under the Professional Standards Act 2005 for limiting the occupational liability of members of an occupational association;

“Specification” means the Specification in this RFT;

“Tender” means the documents constituting a Tenderer’s offer to deliver Tasracing’s Requirements under this RFT;

“Tender Description” means the Tender description shown on the cover page of this RFT;

“Tenderer” means a Person who offers to deliver Tasracing’s Requirements under this RFT;

2 Reservations

2.1 No warranty as to accuracy

Tasracing does not warrant the accuracy of the content of the RFT and Tasracing is not liable for any omission from the RFT.

2.2 Right to vary

- a) Tasracing may from time to time, by issuing written addenda to the RFT, extend the Closing Time or otherwise add to or vary the RFT.
- b) Copies of all addenda to the RFT will be sent to each person who has been issued with, or downloaded, the RFT, to the person's contact address provided to Tasracing.
- c) All addenda to the RFT become part of the RFT.
- d) Where an addendum has been issued, the Tenderer must include with their Tender an acknowledgement that the addendum has been received and accounted for in the Tender.

2.3 Indicative quantities only

Quantities stated in the RFT are indicative and for tendering purposes only unless specifically stated otherwise. Where quantities are indicative, Tasracing will be liable to accept only the quantities ordered, subject to contract.

2.4 Rights to cease or suspend

Tasracing may discontinue or suspend the RFT process.

2.5 No obligation to enter into any binding contract

The RFT is not to be construed as making any express or implied representation, undertaking or commitment by Tasracing that it will enter into a binding contract with any Person to supply Tasracing's Requirements.

2.6 Right to reject

Tasracing may reject a Tender which does not comply with the terms of the RFT.

2.7 Right to accept all or part of a Tender

Tasracing may accept all or part of a Tender at the price or prices tendered unless the Tender states specifically to the contrary.

2.8 No obligation to accept any Tender

Tasracing is not obliged to accept the lowest priced or any other Tender.

2.9 No representation is to be binding

No representation made by or on behalf of the Tasracing about the Tender or the RFT (or their subject matter) binds the Tasracing unless it is in writing and is incorporated into the Conditions of Contract or its annexures.

2.10 Incomplete or illegible Electronic Lodgement

If a Tender lodged cannot be read, or is corrupted, illegible, inadequate or incomplete because of encryption, transmission, storage or decryption, so that it is impossible to determine whether the essential requirements of the RFT have been met, Tasracing, in its sole and absolute discretion, may reject the Tender.

2.11 Unauthorised communication

The Tenderer must direct all communications through the Contact Officer unless he or she directs otherwise. Unauthorised communication with other Tasracing staff may lead to disqualification of the Tender.

3 Confidentiality

3.1 RFT remains property of Tasracing

The RFT remains the property of Tasracing and may be used only to prepare a Tender.

3.2 Use of RFT is restricted

Except for information available to the public generally (other than by breach of these Conditions), a person receiving the RFT must not publish, disclose or copy any of its content, except to prepare a Tender.

3.3 Tenderer must not disclose information

The Tenderer must keep confidential all information provided by the Tasracing, as part of, or in connection with, the RFT.

3.4 Tenders become property of Tasracing

All Tenders become the property of Tasracing, which may reproduce all or any part of a Tender for Tender evaluation.

3.5 Tasracing's right to use a Tender

Despite any confidentiality or intellectual property right of the Tenderer in the successful Tender that gives rise to a binding contract with the Tasracing:

- a) Tasracing may reproduce all or any part of that Tender in a contract awarded to the Tenderer, without reference to the Tenderer;

- b) subject to paragraph (c) of this subclause, either party may publish all or any part of that Tender that is included in a contract, without reference to the other; and
- c) the Tenderer must not publish any part of that Tender that Tasracing has determined should be confidential, during the period determined by Tasracing.

3.6 Confidentiality of Tender to be preserved

Subject to the previous subclause, the Tasracing and the Tenderer must hold the Tender in confidence, so far as the law allows, except if:

- a) the information is available to the public generally, other than by breach of this obligation;
- b) a law requires a party to file, record or register something that includes information in the Tender;
- c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- d) it is necessary or advisable to make disclosure to a taxation or fiscal authority;
- e) it is disclosed confidentially to a party's professional advisers:
 - i. to get professional advice about this tender process; or
 - ii. otherwise to consult such professional advisers.

4 Content and format of Tender

4.1 Content of Tender

A Tender must include all the information requested in this RFT and address the requirements in the Specification.

4.2 Mandatory requirements

All items, features and functions specified in the RFT are mandatory requirements unless expressly stated otherwise. If a Tender does not comply with a mandatory requirement, it may still be considered by Tasracing, but Tasracing, in its sole and absolute discretion, may reject it under these terms and conditions.

4.3 Format of Tender

The Tenderer must submit the Tender under cover of the Tender Form provided in this RFT. The Tender Form must be completely filled in, and be accompanied by any other supplemental documents necessary to make the Tender complete. A Tenderer may reproduce the Tender Form in an expanded format to provide additional space for response.

4.4 Unnecessary responses

Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are neither required nor desired. Elaborate artwork and bindings, expensive visual and other presentation aids are not necessary.

5 Price

5.1 Currency

All Monetary amounts are to be expressed in Australian Dollars.

5.2 GST exclusive

The Tenderer must quote all prices excluding GST. The Conditions of Contract allows for the payment of GST.

6 Australian Business Number (ABN)

The Tenderer must either provide its Australian Business Number (ABN) or state why the Tenderer does not have an ABN. If the Tenderer does not register or disclose an ABN, then PAYG Withholding Tax may apply and Tasracing is required by law to deduct the relevant amount from each contract payment and to remit that amount to the Australian Taxation Office.

7 Compliance

7.1 Implied compliance

The Tenderer will be taken to agree with all the Conditions of Tender, Specification and the Conditions of Contract, unless the Tender states otherwise.

7.2 Non-compliance

If a Tender does not fully comply with the Conditions of Tender, the Specification and Conditions of Contract, the Tenderer must include a statement in the Tender specifying each condition or requirement with which the Tenderer does not agree or comply and indicating, for each condition or requirement, whether the offer:

Partially Complies

(This means:

- If a clause imposes a contractual condition, that the condition can only be met subject to certain qualifications. Those qualifications must be stated in full; and
- If a clause specifies a characteristic or performance standard, that the condition can only be met subject to certain conditions. If this is the

case, and the Tenderer is prepared to make good on the condition, characteristic or performance standard, the Tenderer must state or describe how the non-compliance is to be made good.)

Does Not Comply

(This means:

- That the offer does not meet the complete contractual condition, or characteristic or performance standard of the clause. Full details of the non-compliance must be stated.)

OR IS

Alternative

(This means that the goods or services either:

- a) do not require the feature; or
- b) fully comply in a manner different from that described.

In either case a full explanation must be provided.)

7.3 Prominence to statements of non-compliance is required

The Tenderer must give prominence to statements of non-compliance it is not sufficient if the statement appears only as part of an attachment to the Tender, or is included in a general statement of the Tenderer's usual operating conditions.

8 Alternative Tender

8.1 Identification

The Tenderer may submit an alternative proposal if it is clearly identified as an "Alternative Tender" wherever it fails to comply with the specified requirements.

8.2 Supplementary material to be included

A Tenderer who submits a Tender which meets Tasracing's Requirements in an alternative and practical manner, taking into account the totality of the requirements, must include any supplementary material and associated prices, which demonstrates, in detail, that the alternative will fully achieve all the requirements.

8.3 Novel and innovative offers are encouraged

Tenderers are encouraged to offer options or solutions that, in a novel or innovative way, contribute to Tasracing's ability to carry out its business in a more cost-effective manner. These may relate to the functional, performance

and technical aspects of the requirements or to opportunities for more advantageous commercial arrangements.

8.4 No obligation to consider Alternative Proposal

Tasracing reserves the right either to consider Alternative Tenders on their merits or not to consider them further.

9 Preparation of Tenders

Tasracing will neither be responsible for, nor pay for, any expense or loss incurred by a Tenderer for:

- a) preparing or lodging a Tender; or
- b) providing additional information or clarification during the evaluation of a Tender.

10 Validity

A Tender constitutes an irrevocable, unalterable offer by the Tenderer to the Tasracing which must remain valid and open to be accepted for 90 days from the Closing Time of the RFT and may be extended by written agreement.

11 Electronic lodgement of a Tender

11.1 Method of lodgement

A Tenderer must lodge a Tender by sending it to the email address listed in Part 1 of this RFT before the Closing Time and follow the electronic lodgement procedures detailed in these Conditions of Tender.

11.2 File size

A single submission of combined file sizes for a Tender lodged must not exceed 10 megabytes (10Mb). If a Tender exceeds the specified file size limit, the Tenderer must either:

- a) lodge the Tender in separate parts not exceeding the file size limit, each part to be clearly identified as part of the Tender; or
- b) lodge the Tender as a compressed (zip) file not exceeding the file size limit; or
- c) lodge the Tender by providing a link to the Tender documents.

11.3 User problems

If a Tenderer has problems sending the Tender via email, the Tenderer must immediately notify the Contact Officer of this before the Closing Time. If the Tender is not successfully lodged by the Closing Time then the Tender will be a Late Tender and will be accepted, if at all, only under clause 12.

11.4 Meaning of Closing Time

A Tenderer agrees that, to ascertain the Closing Time, the date and time appearing in this RFT is the conclusive date and time for the lodgement. If that date and time is inconsistent with the date and time of the Tenderer's system, then the former prevails.

11.5 No warranty by Tasracing of unauthorised Internet access

A Tenderer acknowledges that:

- a) Tasracing does not warrant that unauthorised access to information and data transmitted via the Internet will not occur. A Tenderer releases Tasracing and its staff from, and indemnifies them against all claims that arise because unauthorised access occurs during the transmission of information via the Internet; and
- b) if Tasracing's IT systems suffer a System Failure, Tasracing does not warrant that it will be possible to email through a Tender.

11.6 Waiver of liability for loss or damage

Lodgement of a Tender via email is at the Tenderer's sole risk.

11.7 Viruses, worms and disabling features

A Tenderer lodging a Tender using the Electronic Tender System acknowledges that it has taken reasonable steps to ensure that the Tender is free of viruses, worms or other disabling features which may affect Electronic Tender System. Tasracing at its sole and absolute discretion may reject a Tender found to contain a virus, worm or other disabling feature.

11.8 Implied agreement

By lodging a Tender via email and in consideration of Tasracing starting to evaluate the Tender, the Tenderer agrees to be bound by the Conditions of Tender.

12 Late Tenders

12.1 Late Tenders may not be accepted

Late Tenders will not be accepted unless the Contact Officer is satisfied that:

- a) circumstances beyond the Tenderer's control caused the lateness; and
- b) accepting a late Tender will not compromise the integrity of the tendering process or provide an unfair advantage to the Tenderer lodging the late Tender.

12.2 Return of late Tenders

A late Tender that is not accepted will not be considered further.

13 Evaluation of Tenders

13.1 Evaluation criteria

Tenders will be evaluated against the evaluation criteria set out in Part 1.

13.2 Additional clarification

During the evaluation process, the Tenderer may be required to provide clarification of its Tender.

14 Right to negotiate

14.1 Variation of Tender

During the evaluation process, Tasracing may negotiate with any Tenderer to vary their Tender.

14.2 Tasracing may negotiate with several Tenderers

Tasracing reserves the right to negotiate with several Tenderers to settle the commercial terms to form a contract.

15 Formation of contract

15.1 Formal agreement required

The successful Tenderer must sign a formal agreement containing the terms in the Conditions of Contract supplemented by relevant information, requirements or variations:

- a) contained in the Specification;
- b) contained in the successful Tender;
- c) arising during the Tender evaluation; and
- d) arising out of negotiations after the Tender evaluation.

15.2 Exchange of signed counterparts required

Subject to any contrary clauses in these terms and conditions, no contractual relationship or other obligation arises between Tasracing and a Tenderer, for the supply of Tasracing's Requirements, until Tasracing and the successful Tenderer formally exchange signed counterparts of the Conditions of Contract. This clause applies despite any oral or written advice to a Tenderer that their Tender is successful or has been, or will be, accepted.

16 Debriefing

16.1 Request for debriefing

Unsuccessful Tenderers are encouraged to request a debriefing from Tasracing to discuss the reasons for their non-selection. A Tenderer who would like a debriefing should contact the Contact Officer.

16.2 Timing for debriefing

If requested to do so, Tasracing will provide a debriefing for an unsuccessful Tenderer after either:

- a) a contract has been exchanged for the supply of Tasracing's Requirements;
or
- b) Tasracing decides not to award a contract for the supply of Tasracing's Requirements.

16.3 Complaints process

A Tenderer may lodge a complaint if the Tenderer believes Tasracing's tender process has not complied with Tasracing's procurement policies. Further information on the formal complaints process is available from the Contact Officer.

Part 3 – Specification

- Strategic Communications

The Service Provider may be required to:

- Develop communications strategies and implementation plans.
- Provide strategic communications advice to Tasracing executives and the Board.
- Prepare executive messaging and briefing materials.
- Assist with communications planning for major initiatives and projects.
- Provide reputation management advice.

- Media Relations

The Service Provider may be required to:

- Draft media releases and statements.
- Support media enquiries.
- Develop proactive media opportunities.
- Undertake media monitoring.
- Provide media reporting and analysis.
- Deliver media training for nominated spokespersons.

- Issues and Crisis Communications

The Service Provider must demonstrate the ability to:

- Provide urgent communications support.
- Assist with crisis management planning.
- Develop holding statements and key messages.
- Support incident response communications.
- Provide after-hours communications support where required.

- Stakeholder Engagement

The Contractor may be required to:

- Develop stakeholder engagement plans.
- Support communications with racing industry participants.
- Assist with government stakeholder engagement.
- Support consultation activities.
- Develop stakeholder communications material.

- Content Development

Services will include project management and coordination services for the preparation, production and publication of Tasracing's Annual Report, including editing, stakeholder liaison, format coordination, proofing and final delivery, and the following where required:

- speeches;
- briefing notes;
- key message documents;
- website content;
- social media content;
- stakeholder publications.

- Reporting

When required, the Service Provider will provide monthly reports summarising:

- services provided;
- media outcomes;
- stakeholder engagement activities;
- emerging issues and risks;

- recommendations.

Key Performance Indicators/Performance Requirements

Requirement	Performance Standard
Response to urgent request	Within 1 hour
Draft media response	Within 4 hours
Monthly reporting	By 10th business day
Crisis communications support	Available 24/7
Strategic review meeting	Quarterly

Part 4 – Conditions of Contract

FORMAL INSTRUMENT OF AGREEMENT

Between Tasracing Pty Ltd ABN 62 269 303 946 (**Tasracing**) and **INSERT** Pty Ltd (ABN **INSERT**)
(**Contractor**)

The parties agree that the following documents comprise this Agreement between the parties:

- this Formal Instrument of Agreement; and
- the General Terms and Conditions and any annexures to those General Terms and Conditions.

In the event of any inconsistency between the documents forming this Agreement, the order of precedence is:

1. Annexure C – Special Terms and Conditions
2. The Formal Instrument of Agreement
3. The General Terms and Conditions; and
4. Any other annexures

AGREEMENT DETAILS

TASRACING

Name	Tasracing Pty Ltd
ABN	62 269 303 946
Address	6 Goodwood Road, Glenorchy, Tasmania 7010
Phone	(03) 6212 9333
Email	INSERT
Tasracing Representative	INSERT

CONTRACTOR

Name	INSERT
ABN	INSERT
Address	INSERT , INSERT TAS INSERT
Phone/Email	INSERT / INSERT
Contractor Rep	INSERT

TERM OF AGREEMENT

Commencement Date	Date that the last party signs the Agreement
Completion Date	12 months from the Commencement Date

REQUIRED INSURANCE POLICIES OF CONTRACTOR
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Public Liability Insurance	\$10,000,000 per occurrence
Workers' Compensation Insurance	As required by law
Professional Indemnity Insurance	\$5,000,000 per claim
Cyber Liability Insurance	\$2,000,000 per claim

EXECUTION PAGE

EXECUTED AS AN AGREEMENT on the date that the last party signed this document.

EXECUTED for and on behalf of TASRACING PTY)
LTD (ABN 62 269 303 946) by its authorised)
representative:)

.....
Signature of Authorised Representative

.....
Name

.....
Date

EXECUTED for and on behalf of by INSERT (ABN)
INSERT):)
)

.....
Signature of Authorised Representative

.....
Name

.....
Date

GENERAL TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Definitions

Agreement means the Formal Instrument of Agreement and these General Terms and Conditions, and any annexures or schedules to these General Terms and Conditions.

Business Day means Monday to Friday and excludes weekends and public holidays.

Commencement Date means the date that the Services will commence as stated in the Formal Instrument of Agreement.

Completion Date means the date that the Services are to be completed by as stated in the Formal Instrument of Agreement.

GST means the goods and services tax under *A New Tax System (Goods and Services) Act 1999* (Cwth) ("GST Act") and the terms used in **Clause 6** have the meanings given to them in the GST Act.

Contractor's Personnel means the officers, employees, secondees, agents, consultants, contractors and subcontractors of the Contractor.

Legislative Requirements means all relevant laws, regulations and statutes in relation to the Services.

Services means the services to be provided by the Contractor as more particularly described in the Project Schedule outlined in Annexure A.

Services Delivery means the process of how the Services are to be delivered by the Contractor under this Agreement.

Services Fee means the amount payable by Tasracing to the Contractor under this Agreement.

Special Conditions means the special conditions in Annexure C.

1.2 Construction

Words referred to in these Terms and Conditions have the same meaning as those referred to in the Formal Instrument of Agreement.

2 AGREEMENT

Tasracing and The Contractor agree that they are each bound by the terms of this Agreement.

3 TERM

This Agreement commences on the Commencement Date and, subject to **Clause 18**, continues until the Completion Date (**Term**).

4 PROVISION OF SERVICES

4.1 General requirements

The Contractor must provide, and ensure the continuing availability during the Term of, the Services:

- (a) with due care and skill, and to a standard to be expected of a professional person both

competent and experienced in providing services similar to the Services;

- (b) subject to **Clause 18**, from (and including) the Commence Date to (and including) the Completion Date;
- (c) in accordance with the Formal Instrument of Agreement; and
- (d) in accordance with Tasracing's reasonable directions.

4.2 Regulatory compliance

The Contractor warrants that at all times during the Term, it will:

- (a) comply with all Legislative Requirements including, but not limited to, the *Corporations Act 2001* (Cth) and the *Work Health and Safety Act 2012* (Tas); and
- (b) comply with all regulations, codes of conduct and requirements of relevant authorities in relation to the provision of the Services.

4.3 Special Conditions

The Contractor must comply with the Special Conditions included in this Agreement.

4.4 Contractor's Personnel

The Contractor must ensure that all of the Contractor's Personnel who provide any Services comply with all terms and obligations contained in this Agreement.

4.5 Reporting

The Contractor will provide any reports to Tasracing's Representative which Tasracing reasonably requires during the Term.

4.6 Engaging subcontractors

The Contractor must not engage any subcontractor or third party to perform any part of the Services or access Tasracing's systems without Tasracing's prior written approval. The Contractor must ensure that any approved subcontractors comply with this Agreement, including Annexure C.

5 FEES AND PAYMENT

5.1 Fees

Provided that the Contractor complies with its obligations under this Agreement, Tasracing will pay the Contractor the fees in accordance with Annexure B.

5.2 Payment terms

The Contractor will issue a tax invoice to Tasracing within seven (7) days of the end of each month during the Term of the Agreement in respect of the Services provided by the Contractor to Tasracing during the preceding month which will:

- (a) be a valid tax invoice for the purposes of the GST Act;
- (b) be delivered to the Tasracing Representative and via email to ap@tasracing.com.au;

GENERAL TERMS AND CONDITIONS

- (c) contain details of the Services provided by the Contractor up to the date of the invoice; and
- (d) contain details of the basis for calculation of the amount set out in the invoice based on the Schedule of Rates.

5.3 Payment

Subject to **Sub-clauses 5.1** and **5.2**, Tasracing will pay the amount claimed by the Contractor in its tax invoice by no later than 14 days after the date the tax invoice was received.

6 GST

If GST is imposed on a supply made under this Agreement, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

A party making a taxable supply under this Agreement must give the recipient a tax invoice for the taxable supply when that supply is made.

The Contractor must comply with its obligations under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**).

7 CONTRACTOR NOT TO DISCLOSE

7.1 Non-Disclosure

The Contractor must not disclose, or use for a purpose other than as contemplated in this Agreement:

- (a) The terms of this Agreement
- (b) Any information or material acquired or produced in connection with this Agreement; or
- (c) Any information obtained as a result of providing the Services, without first obtaining the prior written consent of Tasracing's Representative, except to the extent that:
 - (i) the information is available to the public generally, other than by breach of this Agreement;
 - (ii) The Contractor is required by law to disclose, file, record or register something that includes the information;
 - (iii) disclosure of the information is necessary or advisable to get a consent, authorisation, approval or licence from a governmental, public body or authority or taxation or fiscal authority;
 - (iv) the information is disclosed on a strictly confidential basis to the Contractor's professional advisers to get professional advice about this Agreement or enforce its terms; or
 - (v) Tasracing and the Contractor agree, in writing, that the

disclosure is permissible.

7.2 Legislative Obligations not affected

- (a) Nothing in this **Clause 7** affects Tasracing's or the Contractor's obligations to comply with the provisions of the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cth).

8 CONFLICT OF INTEREST

The Contractor agrees that if it becomes aware of any matter that is, or is likely to lead to, a conflict of interest in its performance of the provision of Services, it will immediately notify Tasracing's Representative noted in the Formal Instrument of Agreement to advise of the conflict and how it intends to address it.

9 INDEMNITY

The Contractor indemnifies Tasracing against all present and future legal liability, claims and proceedings for:

- (a) personal injury to, or death of any person;
- (b) either or both of loss of or damage to property; and
- (c) financial loss of the Contractor or a third party,

as a direct or indirect result of the Contractor or the Contractor's Personnel providing the Services under this Agreement or as a result of the Contractor or the Contractor's Personnel breach of this Agreement, to the extent that the injury, death, damage or loss is not caused or contributed to by a deliberate and/or wrongful (including negligent) act or omission of Tasracing.

10 INSURANCE

10.1 Contractor to insure

The Contractor must take out and keep current throughout the Term, and for any period thereafter as reasonably required by Tasracing, policies of insurance as specified in the Formal Instrument of Agreement, indemnifying the Contractor's liability for the amounts specified in the Formal Instrument of Agreement. The Contractor must provide a certificate of currency to Tasracing for each policy taken out under this **Clause 10** when requested by Tasracing.

11 ASSIGNMENT

The Contractor may not assign their interest in this Agreement or their right to provide the Services to another party without the written consent of Tasracing.

12 ENTIRE AGREEMENT

This Agreement sets forth and will constitute the entire agreement between the parties with respect to its subject matter.

GENERAL TERMS AND CONDITIONS

13 SEVERANCE

Any provision of this Agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

in accordance with Annexure C of this Agreement.

18.2 Tasracing may terminate for default or insolvency

Tasracing may terminate this Agreement immediately by notice to the Contractor if:

- (a) the Contractor has been notified by Tasracing that the Contractor is required to make good a default or breach in the Contractor's performance of the Services and the Contractor has, by no later than ten days after the date of Tasracing's notice, failed to remedy each such default or breach;
- (b) the Contractor commits an act of insolvency or bankruptcy or ceases, or threatens to cease, to carry on its operations, or threatens to dispose of all, or a substantial part of its undertakings; or
- (c) The Contractor breaches clause 23 and Tasracing reasonably considers that the breach has caused, or is likely to cause, serious reputational damage to Tasracing, the racing industry in Tasmania or Tasmanian racing industry participants.

18.3 Contractor may terminate for default or insolvency

The Contractor may terminate this Agreement immediately by notice to the Tasracing if:

- (a) Tasracing materially defaults upon or breaches its obligations under this Agreement and does not remedy the default or breach (if capable of remedy) by no later than ten days after the date of upon which the Contractor gives Tasracing notice to remedy each such default or breach; or
- (b) Tasracing commits an act of insolvency.

18.4 After termination or expiry

If this Agreement is terminated in accordance with its terms for any reason:

- a) termination of this Agreement does not affect any accrued rights or remedies either party may have as at the date of termination;
- b) neither party will be liable to the other to pay damages resulting from such termination; and
- c) the Contractor will, if requested by Tasracing, cooperate in any handover to a third party in respect of an

14 APPLICABLE LAW

This Agreement is construed, governed and interpreted by the laws in place in the State of Tasmania.

15 FRUSTRATION

15.1 Payment to date of Frustration

If this Agreement is frustrated, then Tasracing must pay the Contractor for Services provided up to the date of frustration and costs reasonably incurred by the Contractor to that date in the expectation of delivering the Services and not included in any prior payment.

15.2 Services to be supplied to date of Frustration

Upon payment of those amounts to the Contractor, the Contractor must provide the Services to Tasracing up to the date of frustration.

16 NOTICES

A notice or other communication given or made under this Agreement must be in writing and addressed to the recipient party at the respected addresses outlined in the Formal Instrument of Agreement. A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery, when delivered;
- (b) if sent by prepaid post on the fifth day after the date of posting; or
- (c) if a notice sent by facsimile or electronic mail transmission upon completion of the sending if completion is within ordinary business hours in the place where the recipient's office is located.

17 NATURE OF RELATIONSHIP

- (a) The Contractor is engaged by Tasracing as an independent contractor and nothing in this Agreement constitutes the Contractor as an agent, employee, director or partner of Tasracing.
- (b) The Contractor has no authority to incur, and will not incur, any obligation on behalf of Tasracing except with the prior written approval of Tasracing.

18 TERMINATION AND EXPIRY

18.1 Without cause

Tasracing may terminate this Agreement without cause by giving the Contractor ninety (90) days notice

GENERAL TERMS AND CONDITIONS

Instance of Services.	Provision of
18.5	If this Agreement is terminated before expiry, Tasracing is only liable to pay any Services Fee for work performed until the termination date.
19	DISPUTE RESOLUTION
19.1	Resolution of disputes
(a)	If a dispute arises between the parties under this Agreement then (except in the case of action required to be taken under statute), the parties undertake in good faith to use all reasonable endeavours to resolve the dispute between them by negotiations.
19.2	Notice of dispute
(a)	If one party has given a written notice of a dispute to the other party, within ten (10) Business Days after receiving a notice of dispute, the parties must meet at least once to resolve the dispute or agree on the method to do so.
(b)	If the matter in dispute has not been resolved within twenty (20) Business Days of the service of the notice of the dispute, that dispute will be referred to arbitration.
(c)	If the parties are unable to agree on an arbitrator within a further five (5) Business Days, the arbitrator will be nominated by the President of the Law Society of Tasmania.
19.3	Final and binding decision
(a)	The arbitrator's or independent expert's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.
19.4	Parties not to commence legal action
(a)	Except to enforce this Clause 20 , or to seek an urgent interim determination, a party must not commence or maintain an action by way of legal proceedings relating to the dispute until it has been dealt with as provided in this Clause 20 .
20	FORCE MAJUERE
	A party is excluded from performing its obligations to the extent it is prevented by circumstances beyond its reasonable control (except the lack of funds for any reason), such as acts of God, natural disasters, acts of war, riots and strikes outside the party's organisation, and pandemics (including a COVID-19 pandemic outbreak). If these circumstances arise, the affected party will give notice of them to the other as soon as possible, identifying the effect they will have on its performance, and must make all reasonable efforts to minimise the effects. If non-performance or diminished performance by the affected party continues for a period which the other party regards as commercially unreasonable, the other party may terminate this Agreement.
21	COUNTERPARTS
	This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.
22	INTELLECTUAL PROPERTY
(a)	All intellectual property rights in any material created, developed or produced by the Contractor in connection with the Services vest in Tasracing immediately upon creation. The Contractor assigns all present and future intellectual property rights to Tasracing.
(b)	The Contractor must, at Tasracing's expense, execute all documents and do all things reasonably required by Tasracing to:
(i)	protect or register any intellectual property rights in such material; and
(ii)	give effect to and perfect Tasracing's ownership of those intellectual property rights.
(c)	Any material created, developed or produced by the Contractor in connection with the Services constitutes confidential information for the purposes of clause 7.
(d)	To the extent permitted by law, the Contractor consents, and must procure all necessary consents from the Contractor's Personnel, to any act or omission by Tasracing in relation to any material created, developed or produced by the Contractor in connection with the Services that would otherwise infringe any moral rights subsisting in that material.
23	REPUTATIONAL RISK
(a)	The Contractor must not do or omit to do anything in connection with the performance of its obligations under the Agreement which will or is likely to damage the reputation of Tasracing, the racing industry in Tasmania or Tasmanian racing industry participants or bring either of them into disrepute.
(b)	The Contractor must immediately notify Tasracing upon becoming aware of any matter arising from the Contractor's performance of the Services that may reasonably be expected to have an adverse reputational impact on Tasracing.

ANNEXURE A – SERVICES

1. Strategic Communications

1.1 The Contractor may be required to:

- Develop communications strategies and implementation plans.
- Provide strategic communications advice to Tasracing executives and the Board.
- Prepare executive messaging and briefing materials.
- Assist with communications planning for major initiatives and projects.
- Provide reputation management advice.

2. Media Relations

2.1 The Contractor may be required to:

- Draft media releases and statements.
- Support media releases and statements.
- Support media enquiries.
- Develop proactive media opportunities.
- Undertake media monitoring.
- Provide media reporting and analysis.
- Deliver media training for nominated spokespersons.

3. Issues and Crisis Communications

3.1 The Contractor must demonstrate the ability to:

- Provide urgent communications support.
- Assist with crisis management planning.
- Develop holding statements and key messages.
- Support incident response communications.
- Provide after-hours communications support where required.

4. Stakeholder Engagement

4.1 The Contractor may be required to:

- Develop stakeholder engagement plans.
- Support communications with racing industry participants.
- Assist with government stakeholder engagement.
- Support consultation activities.
- Develop stakeholder communications material.

5. Content Development

5.1 Services will include project management and coordination services for the preparation, production and publication of Tasracing's Annual Report, including editing, stakeholder liaison, format coordination, proofing and final delivery, and the following where required:

- Speeches;
- Briefing notes;

- Key message documents;
- Website content;
- Social media content; and
- Stakeholder publications.

6. Reporting

6.1 When required, the Contractor will provide monthly reports summarising:

- Services provided;
- Media outcomes;
- Stakeholder engagement activities;
- Emerging issues and risks; and
- Recommendations.

7. Key Performance Indicators/Performance Requirements

Requirement	Performance Standard
Response to urgent request	Within 1 hour
Draft media response	Within 4 hours
Monthly reporting	By 10 th business day
Crisis communications support	Available 24/7
Strategic review meeting	Quarterly

ANNEXURE B – FEES

ANNEXURE C – SPECIAL TERMS AND CONDITIONS

1. Exercise of Option

- 1.1 Tasracing may, at its sole discretion, extend the Term of this Agreement for a further period of two (2) years (Further Term) by providing written notice to the Contractor not later than one (1) month before the Completion Date of this Agreement.
- 1.2 Upon Tasracing exercising its option under clause 1.1, this Agreement will continue for the Further Term on the same terms and conditions as apply immediately before the Completion Date, except that:
 - (c) There is no further option to extend this Agreement;
 - (d) The Services Fee payable during the Further Term will be adjusted from the commencement of the Further Term by an amount equal to the Services Fee payable immediately before commencement of the Further Term multiplied by the percentage change in the Consumer Price Index All Groups Hobart for the 12 month period ending on the date on which the Consumer Price Index All Groups Hobart was last published before commencement of the Further Term;
 - (e) The Services Fee payable during the Further Term will be adjusted on the first anniversary of the commencement of the Further Term by an amount equal to the Services Fee payable immediately before that anniversary multiplied by the percentage change in the Consumer Price Index All Groups Hobart for the 12 month period ending on the date on which the Consumer Price Index All Groups Hobart was last published before that anniversary;
 - (f) If the Consumer Price Index All Groups Hobart is suspended, discontinued or unavailable for any reason, the parties must negotiate in good faith the amount of the adjusted Services Fee; and
 - (g) The adjusted Services Fee must not in any circumstances be less than the Services Fee payable immediately before the relevant adjustment date.

Part 5 - Tender Form

RFT number	RFT 26-27:01
Date:	<insert date here>
Closing time of tender submissions	By 12.00pm AEST on Monday, 19 October 2026
RFT issued by:	Tasracing Pty Ltd
Tenderer:	<insert name of Tenderer here>

Request for Tender – Strategic Communications, Public Relations and Government Relations Services

I/we submit this offer, by way of tender, to deliver Tasracing's Requirements specified in the above-mentioned Request for Tender ("RFT").

This Tender comprises:

- i. this Tender Form;
- ii. a pricing schedule/schedule of rates setting out the price tendered for the provision of Tasracing's Requirements;
- iii. insurance certificates;
- iv. Conflict of interest declaration/s
- v. other information about the tenderer required under the RFT (company profile, personnel CVs, three referees, methodology and service model, relevant experience, response to Specifications etc – see Part 3 - Specifications)

The Tenderer:

- a. agrees to the Conditions of Tender;
- b. declares that the information and particulars provided as part of this Tender are accurate and correct;
- c. understands that, if successful, it must enter into an agreement with Tasracing based on the Conditions of Contract; and
- d. acknowledges that it has received and accounted for the following addenda (if any) to the RFT:

Conflict of Interest Declaration:

- ☐ The Tenderer declares that no actual, perceived or potential conflict of interest exists.
- ☐ The Tenderer declares that actual, perceived or potential conflict(s) of interest exist and details are attached.

The Tenderer must list below all addenda to the RFT that it has received.

Name of Tenderer: *[Insert full name]*

--

Address of Tenderer:
[Insert address]
(Include telephone no.)

--

ABN/ACN of Tenderer:
[Insert ABN]

--

Item	Response
Contact person	
Email	
Mobile	
Website	
ACN	

Signing by a Tenderer that is a company

Signed for and on behalf of the Tenderer under section 127(1) of the *Corporations Act 2001* (Cwlth):

Signature:
→

--

Signature:
→

--

*Name
and
office
held:

--

*Name
and
office
held:

--

*Use BLOCK LETTERS.

Signing by a Tenderer who is an individual

Signed by the Tenderer in the presence of the witness named below:

Tenderer's
signature:
→

Witness
signature:
→

*Witness name:

*Witness address:

*Use BLOCK LETTERS.

*Witness
occupation:

Signing by a Tenderer that is a partnership

Signed for and on behalf of the Tenderer by the partner named below (who by his/her signature duly warrants his/her authority to bind the Tenderer), in the presence of the witness named below:

Partner's
signature:
→

Witness
signature:
→

*Partner
's name:

*Witness
name:

*Note: Use BLOCK LETTERS.

*Witness
address:

*Witness
occupation:

Part 6 – Schedule of Rates / Pricing Proposal

Request for Tender – Strategic Communications, Public Relations and Government Relations Services

**This document completed by the successful Tenderer and accepted by Tasracing is incorporated into the Services Agreement between the parties as Annexure B*

1. Monthly Retainer Fee

The tenderer must provide a fixed monthly retainer fee covering the services included within the retainer.

Retainer Pricing

Item	Price (Excluding GST)
Monthly Retainer Fee	\$_____ per month
Annual Cost (12 Months)	\$_____ per annum

Services Included in Retainer (Specifications – Part 3 of RFT)

Tenderers must complete the following table:

Service Category	Included in Monthly Retainer?
Strategic Communications	Yes/No
Media Relations	Yes/No
Issues & Crisis Communications	Yes/No
Stakeholder Engagement	Yes/No
Content Development/Annual Report Coordination	Yes/No
Reporting	Yes/No

2. Excluded Services

Tenderers must identify any services excluded from the monthly retainer.

3. Hourly Rates

Where work is not covered by the monthly retainer, the following rates will apply.

Personnel Category	Hourly Rate (Ex GST)
Partner / Director	\$_____
Senior Consultant	\$_____
Consultant	\$_____
Account Executive / Coordinator	\$_____
Other (specify)	\$_____

4. Crisis and After-Hours Support

Item	Rate (Ex GST)
After-hours support (weekdays)	\$_____ per hour
Weekend support	\$_____ per hour
Public holiday support	\$_____ per hour
Crisis communications support	\$_____ per hour
Emergency response retainer	\$_____ per month (if applicable)

Tenderers should specify whether any after-hours support is included within the monthly retainer.

5. Annual Report Coordination

If Annual Report coordination is excluded from the monthly retainer, Tenderers must provide a fixed fee for delivery of the Annual Report services.

Item	Fixed Fee Ex GST
Full Annual Report Coordination Service	\$_____

6. Optional Services

Please identify any value-added services that may be available to Tasracing and whether they are included within the proposed fees.

Service	Included?
Media training	☐ Yes ☐ No
Crisis simulation exercises	☐ Yes ☐ No
Stakeholder engagement workshops	☐ Yes ☐ No
Communications strategy development	☐ Yes ☐ No
Board communications workshops	☐ Yes ☐ No
Other	☐ Yes ☐ No

Details:

7. Price Validity

The Tenderer confirms that the pricing contained in this Schedule:

☐ Remains valid for 90 days from the Closing Date.

- ☐ Includes all costs associated with the provision of the Services (except where expressly identified).
- ☐ Is stated exclusive of GST.