

Jones, Carol

From: Brad Stansfield <s.36@fontpr.com.au>
Sent: Thursday, 29 June 2023 8:22 AM
To: Field, Vanessa
Subject: Communications Support Proposal
Attachments: Tasmanian Government June2023.pdf

You don't often get email from s.36@fontpr.com.au. [Learn why this is important](#)

Dear Vanessa,

Thank you for the opportunity to provide a communications support Proposal to the Premier's office; please find it attached.

I'll shortly be heading overseas for the duration of July, and I am confident that with her experience and skills Danielle is more than capable of fulfilling your brief.

I look forward to hearing from you.

Brad.

Brad Stansfield
Partner

s.36

font
public relations

Level 11, 188 Collins Street, Hobart. www.fontpr.com.au

Tasmanian Government

Communications Support Proposal

Prepared June 2023

font
public relations

Proposal for the Premier's Office

Context

Due to short-term staffing challenges, the Tasmanian Government has requested a proposal to provide communications support to the Premier's office.

The Proposal

Font is a current member of the Department of Premier and Cabinet's Marketing and Communications Panel, and is well positioned to undertake the work requested.

Font Partner Danielle McKay will undertake this project.

Danielle is a strategic communicator with more than 15 years' experience in federal and state politics and journalism.

She has provided media and communications support to the highest levels of the Australian Government, including as a Senior Media Adviser to the Prime Minister and the Federal Treasurer, and prior to that as Senior Media Adviser and Speech Writer to Tasmanian Premier Will Hodgman.

Throughout her eight years in politics, Danielle partnered with a broad range of industry, governments, media and communities to consult, develop and deliver strategic media.

Prior to politics, Danielle was a journalist for News Corp and the ABC, and she has continued to build and maintain key relationships.

Scope of Services

Danielle will support the Premier's Office to undertake communications tasks including:

- Assistance with drafting media releases
- General media liaison
- Assistance with speech writing

Confidentiality

Font acknowledges that for the purposes of this project Danielle is likely to receive Confidential Information.

Font warrants that:

- Danielle will keep any Confidential Information confidential and secret and ensure that the Confidential Information is at all times in her possession or custody or under her control;
- Only use the Confidential Information for the Permitted Purpose;
- Not use the Confidential Information to the competitive advantage of Font or any of Font's other clients.

Where the Permitted Purpose is as outlined in the Scope of Services.

Additionally, Fonts notes that Danielle has no lobbying clients, and is not a registered lobbyist.

Investment

\$5,900 plus GST per week for eight weeks.

Please let me know if you require any further information.

Yours sincerely.



BRAD STANSFIELD
Partner, Font PR

Jones, Carol

From: Field, Vanessa
Sent: Thursday, 29 June 2023 4:57 PM
To: Brad Stansfield
Cc: Gordon, Nicole; Font Admin; Jones, Carol
Subject: Re: URGENT - Tasmanian Government Contract for Communications Support Services
Attachments: image001.png; image002.jpg; image003.jpg; image004.png; TasGovt_Font signedJune23.pdf

Thanks Brad. Contract commencement date agreed.

Sent from my iPhone

On 29 Jun 2023, at 4:44 pm, Brad Stansfield <s.36@fontpr.com.au> wrote:

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Hi Nicole,

Signed attached.

Noting that the contract is set to commence on a day subject to agreement between the parties, I propose that the commencement day be Monday, 3rd July 2023.

Brad.

Brad Stansfield
Partner
s.36

Level 11, 188 Collins Street, Hobart. www.fontpr.com.au

From: Gordon, Nicole <s.36@dpac.tas.gov.au>
Date: Thursday, 29 June 2023 at 3:29 pm
To: Brad Stansfield <s.36@fontpr.com.au>
Cc: Field, Vanessa <s.36@dpac.tas.gov.au>
Subject: URGENT - Tasmanian Government Contract for Communications Support Services

Dear Brad

Please find attached contract for signing.

Ness would greatly appreciate if you could sign and return this afternoon.

Thanks very much.

Nicole Gordon
Executive Officer

Office of the Hon Jeremy Rockliff MP
Premier of Tasmania
Minister for Health
Minister for Mental Health and Wellbeing
Minister for Tourism
Minister for Trade
Liberal Member for Braddon

Phone: (03) s.36 | e-mail: s.36@dpac.tas.gov.au
Level 11, 15 Murray Street, HOBART TAS 7000

www.Premier.tas.gov.au

From: Brad Stansfield <s.36@fontpr.com.au>
Sent: Thursday, 29 June 2023 11:33 AM
To: Field, Vanessa <s.36@dpac.tas.gov.au>
Subject: Re: DRAFT Contract for Media Support Services

You don't often get email from s.36@fontpr.com.au. [Learn why this is important](#)

Thanks, Vanessa.

Details on page 2 all correct, the contact email for the supplier is admin@fontpr.com.au

Our insurance details are:

Out of Scope

Policy 1 Professional Indemnity \$ 10,000,000 any one claim, \$ 40,000,000 in the aggregate
Insurer: INSURANCE AUSTRALIA LIMITED T/AS CGU PROF RISKS

Policy 2 Broadform (Public and Products Liability) \$ 20,000,000 Public Liability any one occurrence
Insurer: INSURANCE AUSTRALIA LIMITED T/AS CGU PROF RISKS

I can also confirm that Danielle is the only person who has access to her emails.

Brad.

Brad Stansfield
Partner

s.36

Level 11, 188 Collins Street, Hobart. www.fontpr.com.au

From: Brad Stansfield <s.36@fontpr.com.au>
Date: Thursday, 29 June 2023 at 10:18 am
To: Pris Stansfield <s.36@fontpr.com.au>
Subject: Fwd: DRAFT Contract for Media Support Services

Get Outlook for iOS

From: Field, Vanessa <s.36@dpac.tas.gov.au>
Sent: Thursday, June 29, 2023 10:06:33 AM

From: Brad Stansfield <s.36@fontpr.com.au>
Date: Thursday, 29 June 2023 at 10:18 am
To: Pris Stansfield <s.36@fontpr.com.au>
Subject: Fwd: DRAFT Contract for Media Support Services

3

Get Outlook for iOS

From: Field, Vanessa <s.36@dpac.tas.gov.au>
Sent: Thursday, June 29, 2023 10:06:33 AM
To: Brad Stansfield <s.36@fontpr.com.au>
Subject: DRAFT Contract for Media Support Services

Hi Brad,

Thank you for sending through a proposal for Font PR to provide media and communications services.

I appreciate you confirming that Danielle McKay will be the only person providing these services and that she is not a registered lobbyist.

Attached is a draft contract, I'd appreciate you reviewing the details on page 2 and advising if Font have public liability insurance (pg 6).

You will note it's a pretty standard contract with special conditions added that are consistent with our recent discussion.

Any queries feel free to give me a call.

And safe travels.

Cheers,
Ness

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CONFIDENTIALITY NOTICE AND DISCLAIMER

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CONTRACT FOR SUPPLY OF GOODS AND/OR SERVICES

Communications support services

Principal: The Crown in Right of Tasmania
(acting through The Department of Premier and Cabinet)

Supplier: Font Public Relations Pty Ltd

CONTRACT FOR SUPPLY OF GOODS AND/OR SERVICES

Communications support services

Date:

Parties:

Name The Crown in Right of Tasmania
(acting through the Department of Premier and Cabinet)
Short form name Principal
Notice details C/- Ministerial and Parliamentary Services
Level 11, 15 Murray Street
Email: s.36 @dpac.tas.gov.au
Telephone: s.36
Attention: Chief of Staff

Name Font Public Relations Pty Ltd
ACN 129 451 716
ABN 39 129 451 716
Short form name Supplier
Notice details Level 11/188 Collins Street, Hobart 7000]
Email: admin@fontor.com.au
Telephone: s.36
Attention: Brad Stansfield

Background: The Principal and the Supplier have agreed to be bound by the Contract.
Pursuant to the Contract, the Supplier agrees to deliver or supply the
Supplies (described in the Contract Information Table) to the Principal.

The parties agree as follows:

1 Contract

1.1 Principal and Supplier agree to be bound by Contract

The Principal and the Supplier agree to be bound by the Contract.

1.2 Contract comprises

The Contract comprises:

- (a) this document;
- (b) the Contract Information Table included in Attachment 1 to this document;
- (c) the Tasmanian Government's 'GS General Conditions of Contract: Version 2021-01' (the General Conditions of Contract), which are taken to be incorporated by reference in this document;
- (d) the Specification (if any) included in Attachment 2 to this document; and
- (e) if the Contract Information Table states that any other documents form part of the Contract, then those other documents.

1.3 Supplier's acknowledgment

The Supplier acknowledges that it received and read a copy of the General Conditions of Contract before signing this document.

1.4 Defined terms

For the avoidance of doubt, unless the context otherwise requires, terms defined in the General Conditions of Contract and the Contract Information Table (as applicable) have the same meanings when used in this document.

2 Principal's contract delegate(s)

For the purposes of clause 1.7(a) of the General Conditions of Contract, each person named, or holding the position referred to, in Column 1 below is, for the time being, a contract delegate of the Principal in relation to the Contract. The delegation is subject to any conditions or limitations included in Column 2 below adjacent to that person or position.


Column 1: Delegate details (name or position)	Column 2: Conditions or limitations applicable to delegation
Not applicable	

Executed as an agreement

Signing

Signing by the Principal

Executed as an agreement on behalf of The Crown in Right of Tasmania by the person named below in the presence of the witness named below:

Signature: → 

Being a person who has authority to sign this Agreement on behalf of the Principal

*Print name and position: Vanessa Field
Chief of Staff

Witness' signature: →

N. Gordon

*Witness print name and position:

Nicole Gordon
Executive Assistant

*Use BLOCK LETTERS

*Witness print address:

Level 11, 13 Murray Street
Hobart 7000

Signing by the Supplier

Executed as an agreement by Font Public Relations Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Signature: →



*Print name and office held:

BRADLEY J. STANSFIELD
DIRECTOR

Signature: →

*Print name and office held:

*Use BLOCK LETTERS

Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'

Attachment 1: Contract Information Table

IMPORTANT NOTES:

- A. The Contract Information Table:
- Sets out the key variable contract details relevant to the application and operation of the General Conditions of Contract to the procurement.
 - May modify the General Conditions of Contract as they apply to the delivery of the Supplies and in other respects.
 - May include additional terms and conditions of contract which apply to the Contract.
- B. The Contract Information Table must be read in conjunction with the General Conditions of Contract.
- C. References in the Contract Information Table to a Module are a reference to the relevant Module in the General Conditions of Contract. The Modules apply as follows:
- Module A and Module B of the General Conditions of Contract will apply to the Contract if the Supplies to be delivered include Goods.
 - Module A and Module C of the General Conditions of Contract will apply to the Contract if the Supplies to be delivered include Services.
 - Module A, Module B and Module C of the General Conditions of Contract will apply to the Contract if the Supplies to be delivered include both Goods and Services.
- D. A reference in the Contract Information Table to a row also includes a reference to the heading for the row.

Supplies to be supplied by Supplier in accordance with the Contract:

Refer to Modules A and B for Goods. Refer to Modules A and C for Services

The goods and/or services (the Supplies) to be supplied by the Supplier to the Principal in accordance with the Contract are as follows:

(a) Goods:

Not applicable. The Supplies do not include goods.

(b) Services:

The provision of the services of the Specified Person for the Service Period, to work within the Office of the Premier, to provide assistance with drafting media releases, undertake general media liaison and provide assistance with speech writing.

Specification applicable to Supplies:

Not applicable.

Standing Offer Arrangement:

For Goods, refer to Module B clause 23 General Conditions of Contract
For Services, refer to Module C clause 28 General Conditions of Contract

Not applicable. The Contract is not a Standing Offer Arrangement.

Delivery of Supplies that are Goods:

Refer to Module B clause 18 General Conditions of Contract

Not applicable. The Supplies do not include Goods.

Acceptance Period for Supplies that are Goods:

Refer to Module B clause 19 General Conditions of Contract

Not applicable. The Supplies do not include Goods.

Warranty Period: (applicable only to Goods)

Refer to Module B clause 21 General Conditions of Contract

Not applicable. The Supplies do not include Goods.

Delivery of Supplies that are Services:

Refer to Module C clause 24 General Conditions of Contract

The Service Period applicable to the supply of the Services is eight weeks, commencing on a day to be agreed by the parties.

Specified Persons for the delivery of Services:

Refer to Module C clause 24 General Conditions of Contract

The Specified Person for the delivery of the Services is Danielle McKay.

Contract Sum payable by Principal for Supplies:

Refer to Module A clause 4 General Conditions of Contract

The Contract Sum (exclusive of GST) is \$5,900 per week for Services performed during the Service Period (the Annual Contract Sum).

Payment of Contract Sum:

Refer to Module A clause 4 General Conditions of Contract

The Supplier must invoice the Principal, not later than 10 Business Days after the end of each calendar month, the Contract Sum for Services performed by the Supplier, in accordance with the Contract, during that month.

Out-of-pocket expenses and disbursements:

Refer to Module A clause 4.5 General Conditions of Contract

Not applicable.

Insurance:

Refer to Module A clause 6 General Conditions of Contract

The policies of insurance required to be effected and maintained by the Supplier are as follows:

Public liability insurance:

Policy type: Public liability insurance policy.

Required cover: The policy must cover liabilities arising out of, or in connection with, the performance of the Contract by the Supplier, including liabilities in respect of:

Insurance:

Refer to Module A clause 6 General Conditions of Contract

- (a) personal injury to, or the death of, any person (excluding a person who at the time of the injury or death is defined as a worker of the Supplier under any Law relating to workers' or accident compensation insurance); and
- (b) loss, destruction or damage to any property.

If the Supplier is supplying Services, the public liability insurance policy must indemnify the Principal for any vicarious or other legal liability that the Principal may have in respect of any willful or negligent act or omission of the Supplier or any Supplier's Personnel.

Period of insurance: The period commencing on the date of the Contract until the Supplier has performed all of its obligations under the Contract, or the date on which the Contract is terminated (whichever first occurs).

Amount of cover: Not less than \$[##] for each individual claim or series of claims arising out of a single occurrence.

Confidentiality Provisions:

Refer to Module A clause 11.2 General Conditions of Contract

Clause 11.2 of the General Conditions of Contract is not applicable.

Special terms and conditions:

The special terms and conditions (each a **Contract Special Condition**) set out below apply to the Contract.

If there is any inconsistency between a **Contract Special Condition** and another provision of the Contract, the **Contract Special Condition** overrides the other provision to the extent of the inconsistency.

A **Contract Special Condition** is taken not to be inconsistent with another provision of the Contract if the **Contract Special Condition** and the other provision of the Contract are both capable of being complied with.

Contract Special Conditions:

1. Specified Person

- (a) The Services must be provided exclusively by the Specified Person.
- (b) The Supplier:
 - (i) warrants that the Specified Person is not a registered lobbyist and has no lobbying clients; and
 - (ii) must ensure that, for the duration of the Service Period, the Specified Person is not a registered lobbyist and has no lobbying clients.

2. Confidentiality and Use of Contract and Principal Material

- (a) The Supplier must ensure that the Specified Person does not disclose any **Contract Material** or **Principal Material** to any other officer or employee of the Supplier, other than where clause 27.1(b) of the General Conditions of Contract applies.
- (b) The Supplier must not, and must ensure that the Specified Person does not, use any **Contract Material** or **Principal Material** in order to gain, or seek to gain, a benefit or advantage for:
 - (i) the Supplier or the Specified Person;
 - (ii) any other client of the Supplier or the Specified Person; or
 - (iii) any other person.

Jones, Carol

From: Field, Vanessa
Sent: Sunday, 2 July 2023 7:13 PM
To: s.36 @fontpr.com.au
Subject: FW: Lines of the Day - 29 June 2023

Hi Dan,

I thought these might be useful.

Were being done by Kylie who has now left. I haven't discussed with Chris who will be doing from tomorrow, but I will.

I think should be Chris or a senior media adviser.

Rosita is replacing Kylie in terms of forward planning, also from tomorrow.

Vess

Vanessa Field
Chief of Staff

Office of the Hon Jeremy Rockliff MP
Premier of Tasmania

Level 11, 15 Murray Street HOBART TAS 7000
Phone: s.36

Office of the Premier
www.premier.tas.gov.au



Jones, Carol

From: Field, Vanessa
Sent: Wednesday, 28 June 2023 4:33 PM
To: Jones, Carol
Subject: Contract for Media Support Services.docx
Attachments: Contract for Media Support Services.docx

Might need your assistance re: payment details

Hutton, Bridget

From: Field, Vanessa
Sent: Thursday, 29 June 2023 1:28 PM
To: Gale, Jenny
Subject: RE: GMO assistance.docx

Thank you

Vanessa Field
Chief of Staff

Office of the Hon Jeremy Rockliff MP
Premier of Tasmania

Level 11, 15 Murray Street HOBART TAS 7000
Phone: 03 36

Office of the Premier
www.premier.tas.gov.au



From: Gale, Jenny <03 36 @dpac.tas.gov.au>
Sent: Thursday, 29 June 2023 1:20 PM
To: Field, Vanessa <03 36 @dpac.tas.gov.au>
Subject: RE: GMO assistance.docx

Hi again, Brad N is listed in the Lobbyists Register under his consultancy firm Hope Nowland PR and has Master Builders Tasmanian and the TCCI listed as his clients.

It should be a Crown Law contract, which I understand it will be, and as it is for services to MPS, an MPS officer with the required delegations should make the authorising signature. That would be you as CoS. Below are the delegations value as per our Ipac website. Don't worry about the individual's names as the delegations are to the positions. I have asked Tony to find the Minute that we're confident went up for Premier Rockliff's signature once sworn in, to change delegations for the new PQ members, and I note that there has been a change or two since then, so we will most likely need to update again, but I emphasise that the delegations are to positions not individuals, so for this purpose, all is good.

OFFICE	CURRENT OCCUPANT	POSITION NUMBER	DELEGATION
OFFICE OF THE PREMIER, TREASURER, MINISTER FOR THE PREVENTION OF FAMILY VIOLENCE, MINISTER FOR CLIMATE CHANGE, MINISTER FOR TOURISM			
Chief of Staff	Andrew Finch	001682	\$100,000 Entertainment \$10,000 Contracts \$50,000 Whole of Government Communication Contracts \$200,000
Deputy Chief of Staff	Barbara McGregor	001737	\$50,000 Entertainment \$10,000
Manager - Premier and Ministerial Services	Carol Jones	002270	\$50,000 Entertainment \$10,000
Office Manager	Vacant	002038	\$5,000
TASMANIAN GOVERNMENT COMMUNICATIONS OFFICE - MINISTERIAL OFFICES			
Director of Communications, Media and Public Relations	Amy Hills	001791	\$15,000

Best wishes

Jenny Gale PSM
Secretary
Department of Premier and Cabinet

From: Field, Vanessa <03 36 @dpac.tas.gov.au>
Sent: Thursday, 29 June 2023 1:01 PM
To: Gale, Jenny <03 36 @dpac.tas.gov.au>
Subject: RE: GMO assistance.docx

Thanks Jenny,

Your advice is very much appreciated.

In relation to Brad Nowland it sounds like the Lobbyist Register is a little out of date as he is no longer with FONT and now runs his own consultancy.

In relation to the required financial delegations should this be a MPS or DPAC contract? I note that the services are being provided to MPS, not the Department.

Ness

Vanessa Field
Chief of Staff

Office of the Hon Jeremy Rockliff MP
Premier of Tasmania

Level 11, 15 Murray Street HOBART TAS 7000
Phone: 03 36 [REDACTED]

Office of the Premier
www.premier.tas.gov.au



From: Gale, Jenny <[REDACTED]@dpac.tas.gov.au>
Sent: Thursday, 29 June 2023 12:53 PM
To: Field, Vanessa <[REDACTED]@dpac.tas.gov.au>
Subject: RE: GMO assistance.docx

Hi Vanessa, thank you for providing this proposal for comment. Noting that this is to be a short-term arrangement while you undertake recruiting, my comments are below:

- You have undertaken a process to determine whether an appropriately qualified and/or experienced person is available for immediate employment and for the timeframe necessary
- You have accessed the Government's marketing and communication services panel as a possible source, made an assessment in relation to the suitability of the companies/individuals eliminating possibilities using the criteria established for the role. From that list you have also determined that a listed lobbyist should not be considered. I have checked the lobbyist register and for completeness, and although you have already eliminated both, I note that Bradley Nowland is listed on the register as principal of his consulting firm, as is Rohan Wade who is listed on the Lobbyist Register as one of the principals of Timmins Ray, which is also one of the businesses on the Government panel.
- You have confirmed that the most suitable option in Danielle McKay is not on the lobbyist register and is not employed in FONT PR for the purposes of lobbying, rather for media
- As the estimated value of the contract is under \$100 000 you can directly engage with the supplier, taking account value for money considerations.
- It is appropriate that the engagement should be established through a standard Crown Law contract, and note that you have been liaising with OCS [REDACTED]. The contract needs to be signed by an employee with the required financial/contractual delegations and managed in accordance with the terms and conditions of the contract. Should anything change, please contact Tony Prenter for further advice.

There are no other matters that I think you need to address to ensure appropriate process has been followed and that confidentiality and conflicts are mitigated.

Best wishes

Jenny Gale PSM
Secretary
Department of Premier and Cabinet

From: Field, Vanessa <[REDACTED]@dpac.tas.gov.au>
Sent: Thursday, 29 June 2023 10:52 AM
To: Gale, Jenny <[REDACTED]@dpac.tas.gov.au>
Cc: Field, Vanessa <[REDACTED]@dpac.tas.gov.au>
Subject: GMO assistance.docx

Hi Jenny,

As discussed earlier in the week, GMO has some staffing shortages which will become acute in coming weeks, requiring the need of additional support on a short term basis.

I have investigated a range of options and concluded that contracting Danielle McKay, who commences at FONT PR next week, is the best course of action.

I have documented the process I have undertaken to come to this conclusion, and how we will mitigate against any conflict of interest concerns and confidentiality.

I would appreciate advice from you on if the mitigation measures proposed adequately manages these matters.

I do note that Danielle is not a registered lobbyist and does not have any lobbying clients. Further, that her commencement date with the Government would coincide with her commencement date at FONT.

As you would be aware, Danielle is a former Senior Media Adviser to Premier Hodgman and has a significant understanding of GMO processes and the operating environment.

Regards,
Ness

12