Sport and Recreation Disaster Recovery Program

Funding Terms and Conditions

The following terms and conditions will apply to the funding if this application is approved. If your application is successful, a letter of approval will be issued from the Minister for Sport or the Department.

1. In these Funding Terms and Conditions, capitalised words and phrases have the following meaning:
   a. 'We' or 'Us' or 'Department' means the State of Queensland through the Department of Tourism, Innovation and Sport.
   b. 'You' 'Your' or 'Organisation' means the organisation specified in the application form in Section 1 under the heading 'Full legal incorporated name' which has been approved to receive funding under the Sport and Recreation Disaster Recovery Program.
   c. 'Approved Funding' means that amount as stipulated in Your notification letter.
   d. 'Approved Items / Works' means the items and/or works outlined in Requested Works Table forming part of the application process and approved by Us, except if varied in Your notification letter, then it means those items and/or works outlined in Your notification letter.
   e. 'Funding Agreement' means Your notification letter (including any attachments), these Funding Terms and Conditions (or, if required under clause 4, the additional funding agreement), your application form (excluding these Funding Terms and Conditions), Requested Works Table and the Program Guidelines. Where any inconsistency exists between these documents, the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.
   f. 'Program Guidelines' means the Sport and Recreation Disaster Recovery Program Guidelines available at https://www.qld.gov.au/recreation/sports/funding/disaster-recovery.
   g. 'Requested Works Table' means the separate table that is either attached to the application form or uploaded as part of the online application process.
   h. 'Your notification letter' means the letter issued to You by the Department (being, either the Department's letter of approval sent via email or a letter following the Minister for Sport's letter of approval sent via email).
2. The Department reserves the right to withdraw the Sport and Recreation Disaster Recovery Program or make changes at any time. Any changes to the program will be publicly advertised on the Department's website at https://www.qld.gov.au/recreation/sports/funding/disaster-recovery.
3. In consideration of You complying with the Funding Agreement, We will provide You with the Approved Funding within 10 business days of the later of the following:
   a. the date of Your notification letter (or execution of an additional funding agreement, if required);
   b. Your provision of Your ABN to Us;
   c. Your completed EFT form (with bank account details in Your Organisation's legal name); and
   d. a copy of Your bank statement which details Your account information or a letter from the financial institution with details of the Your account for the payment of the Approved Funding. The Organisation's legal name and account details on the bank statement must match the organisation's legal name and account details on the EFT form.

4. Payment of the Approved Funding and the Funding Agreement is subject to and conditional upon You being compliant with clause 3 as at the due date for payment of the Approved Funding. Any payment of the Approved Funding to You by the Department is not an admission or acceptance by the Department that You have complied with the Funding Agreement.
5. The Department has no obligation to pay the Approved Funding if You do not comply with Clause 3. Following provision of a notice by the Department to address any compliance issues with Clause 3, if the compliance items remain outstanding, the Department may provide notice to You that the Funding Agreement is at an end. Upon provision of such notice, the Funding Agreement will immediately come to an end and the Department will have no obligation to pay the Approved Funding to You and You must return any Approved Funding paid, if requested by the Department.
6. Your use of the Approved Funding will be deemed as acceptance of the Funding Agreement. We may in our absolute discretion, require You to enter into an additional funding agreement (for example, if We determine this is required based on severity of damage or the amount of funding approved). If Your notification letter requires entry into an additional funding agreement, then these Funding Terms and Conditions will not apply and additional funding agreement will apply instead upon execution of that agreement. We will not make any payment of the Approved Funding until the additional funding agreement is signed.
7. Subject to clause 4, the Funding Agreement commences on the day the Approved Funds are deposited into Your bank account and ends 30 days after the submission of all reports and acquittals under clause 10 to Our satisfaction, unless terminated earlier in accordance with clause 17 or 18.
8. You warrant that the person submitting the application form and agreeing to be bound by the Funding Agreement, is authorised to do so on behalf of the Organisation.
9. Payment will be made by electronic transfer in accordance with the bank account details specified in the EFT form provided with Your application form. It is Your responsibility to immediately notify Us of any changes to Your bank details by providing either a bank statement which details Your account information or a letter from the financial institution with details of the Your account for the payment of the Approved Funding.
10. You must:
    a. undertake the Approved Items/ Works;
    b. use the Approved Funding by the date that is 12 months after the date of Your notification letter for the purposes set out in the Program Guidelines and for the Approved Items / Works and for no other purpose;
    c. obtain Our prior written approval for all variations to the Approved Items / Works;
    d. acquit the Approved Funding in the form provided by Us called the Sport and Recreation Disaster Recovery Program Acquittal Form (Acquittal Form);
    e. submit the completed Acquittal Form to Us within one calendar month from the date of expending all Approved Funding or by the date that is 12 months after the date of Your notification letter, whichever is the earliest;
    f. provide Us with any information We reasonably require in relation to the expenditure and acquittal of the Approved Funding, and the Approved Items / Works;
    g. acknowledge the Queensland Government's funding contribution as specified in the Program Guidelines;
    h. keep accurate records and accounts of expenditure of the Approved Funding;
    i. keep all records relating to the Approved Funding and the works carried out with the Approved Funding for a period of 7 years, and permit Us access to such records for audit for any reasonable time;
    j. comply with all relevant Acts, subordinate legislation and lawful requirements in carrying out the works using the Approved Funding;
    k. comply with any special conditions specified in Your notification letter;

l. upon receipt of an invoice from the Department, return to the Department any part of the Approved Funding not spent, expended or committed, in accordance with the Funding Agreement (as determined by the Department) as follows:

   i. in accordance with the amount and date specified in the notice provided in clause 19, where the Funding Agreement is terminated by the Department;

   ii. immediately where the Organisation terminates the Funding Agreement pursuant to clause 18; and

   iii. by the date that is 12 months after the date of Your notification letter where (i) or (ii) above, does not apply; and

m. refund any amount of the Approved Funding:

   i. immediately for any amount of Approved Funding used to repair/replace items compensated for under an insurance claim or through other financial sources (including funding from the QRA or another grant) or where the landowner (or the Council) is responsible for and pays the cost of the Approved Items/Works; or

   ii. expended other than in accordance with the Funding Agreement plus any interest, within 10 business days of receipt of a written notice by Us requiring You to do so. Interest will be calculated on daily balances at the rate per annum determined by the Supreme Court of Queensland on judgments by default as applicable at the date of the Our notice and is fully capitalised on the last day of each month if unpaid.

11. If You spend the Approved Funding or any part of the Approved Funding for any other purposes other than those allowed by the Funding Agreement, or fail to return money to Us under clauses 10l and 10m, that amount will be deemed to be a liquidated debt due and payable to Us.
12. You agree to release, discharge, indemnify and keep indemnified the State of Queensland, its employee and agents from and against any loss, damages, claims, legal costs, expenses and costs arising from:
    a. the Approved Items / Works;
    b. Your non-compliance with the Funding Agreement;
    c. any negligent act or omission or wilful misconduct by You, Your employees, contractors or agents;
    d. Your contravention of any legislative requirement;
    e. the death, injury, loss or damage to any person; or
    f. an actual or threatened breach of any third party's intellectual property rights or moral rights.
13. You agree that any information (including personal information) that We collect from You during the term of the Funding Agreement is collected for the purposes of administering the Funding Agreement and the Sport and Recreation Disaster Recovery Program. This information will only be accessed by Our authorised employees. You agree that We may disclose to third parties (including the Queensland Reconstruction Authority), some or all of the information contained in the Funding Agreement, and Your general details and details of the Approved Items / Works for the purposes of publicising the funding arrangement and programs of the Department, and administering the Sport and Recreation Disaster Recovery Program. Your information will not be disclosed to any other parties unless authorised or required by law.
14. The Approved Funding is exclusive of Goods and Services Tax or similar tax, levy or impost imposed by the Commonwealth ('GST').
15. Where You are registered for GST:
    a. We will pay You the GST amount at the same time as paying the Approved Funding;
    b. when providing the Funding Acquittal Form under clause 10, You must acquit using the GST exclusive amounts;
    c. You agree to allow Us to issue You with a Recipient Created Tax Invoice (RCTI) in respect of GST applicable to advances of the Approved Funding. The following requirements will apply for the duration of the Funding Agreement:

i. We can issue You with an RCTI in respect of the supplies;

ii. You will not issue tax invoices in respect of the supplies for which We issue RCTIs;

iii. You acknowledge that You are registered for GST and agree to notify Us if You cease to be registered;

iv. We acknowledge that We are registered for GST and agree to notify You if We cease to be registered for GST;

v. by fulfilling all these conditions We will issue a RCTI upon each payment made to You under the Funding Agreement; and

vi. both parties to this supply agree that they are parties to an RCTI agreement as outlined in GSTR2000/10,

d. You agree to notify Us if You do not wish to accept this RCTI arrangement.

16. Where You are not registered for GST:
    a. the GST amount will not be added to the Approved Funding, and We will issue an Advice of Payment for the Approved Funding; and
    b. You may claim the GST inclusive amounts, when providing the Funding Acquittal Form under clause 10.
17. You will be in breach of the Funding Agreement and We may suspend or terminate the Funding Agreement if:
    a. You do not comply with either a notice to remedy a default (within the timeframe specified in the notice) or any provision in the Funding Agreement; or
    b. You become insolvent, enter into external administration, are wound up (except if the stay on enforcing rights under Part 5.1 of the *Corporations Act 2001* (Cth) applies), or in Our opinion, suffer financial distress which may have an adverse effect on Your ability to comply with the terms of the Funding Agreement or Your ability to complete the Approved Items / Works.
    c. is no longer eligible to receive the funding under the Sport and Recreation Disaster Recovery Program.
18. Either party may terminate the Funding Agreement for any reason, on the provision of one month's written notice to the other party. If the Funding Agreement is terminated under this clause 18, neither party will have any liability to pay the reasonable costs of the other party in relation to the termination.
19. If the Funding Agreement is terminated by Us under clause 17 or 18, You agree to comply with the requirements specified in any notice given by Us, including any directions regarding the return of any unspent part of the Approved Funding.
20. General
    a. You agree not to assign or subcontract Your rights and obligations under the Funding Agreement, without Our prior written consent;
    b. No rights under the Funding Agreement will be waived except by notice in writing signed by each party;
    c. The Funding Agreement is governed by the laws of the State of Queensland;
    d. All notices under the Funding Agreement must be in writing and may be delivered by hand, pre-paid post, or fax to the other party, unless a specific mode of delivery is specified by either party. Your notices are to be provided to the Accountable Officer specified under the same heading in Section 1 of the application form.
    e. The Funding Agreement may only be varied by:
        i. a document signed by or on behalf of each party;
        ii. an email exchange between the parties using the following email addresses: for the Organisation as specified in the Organisation's login; and for the Department being SRSgrants@dtis.qld.gov.au (or other email address as notified in writing).The Electronic

Transactions (Queensland) Act 2001 specifies applicable rules for time of dispatch (s23), time of receipt (s24), and place of dispatch and receipt (s25), which will apply unless otherwise agreed between the parties; or

iii. a Department approved application through the Department's Enquire system.

f. If any provision of the Funding Agreement is held to be illegal or unenforceable, the provision will be severed from the Funding Agreement and the remaining provisions will govern the relationship of the parties.

g. Clauses 10, 11, 12, 13, 19 and 20 will survive expiration or termination of the Funding Agreement.