



Champion a network
of infrastructure

Sport and Recreation Disaster Recovery Program

Program guidelines





The Department of Tourism and Sport (the department) will provide and pay for qualified interpreting services for customers who are hearing impaired or have difficulties communicating in English. Please [contact the department](#) if you require interpreting services.

ACKNOWLEDGEMENT OF COUNTRY

Sport and Recreation respectfully acknowledge and recognise Aboriginal and Torres Strait Islander peoples as the Traditional Owners and Custodians of the lands, winds and waters where we live, learn and work.

We pay our respects to the Elders past, present and emerging for they hold and continue the memories, the traditions and the cultures and the ailan kastom of Aboriginal and Torres Strait Islander people across the nation.

We will walk together with Aboriginal and Torres Strait Islander peoples, communities and organisations in our journey to enrich lives and strengthen community connection through the power of sport and recreation.

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Updates to the guidelines (as at 12 February 2024)

The following changes have been made to the guidelines since publication on 2 January 2024:

- **3.0 Eligibility**
 - **addition:** At the time of application submitted, organisations must:
 - have no more than 1 annual report outstanding with the Office of Fair Trading

1. What assistance is available?

The program has funding available for eligible sport and active recreation organisations located in areas declared under the Disaster Recovery Funding Arrangements (DRFA). Assistance will be available where Personal Hardship Assistance (Category A) or Restoration of Essential Public Assets (Category B) are listed. Eligible organisations outside of declared Local Government Areas affected by a disaster event are asked to contact the Department of Tourism and Sport (DTS) to determine their eligibility for funding.

A grant of up to \$5000 may be provided for items outlined in Section 4.

Organisations applying for funding should contact their nearest Sport and Recreation office to discuss the application process, proof of damage and the available assistance. Applications can be made up to three months from the date the DRFA Category A or B disaster is declared on the Queensland Government's Disaster Recovery website.

2. Objective

The Sport and Recreation Disaster Recovery Program (program) supports not-for-profit sport and active recreation organisations with funding to re-establish their facilities after extreme natural events, specifically floods, cyclones and severe storm events.

Areas that are declared are listed on the Queensland Government's Disaster Management website at www.gra.qld.gov.au/disaster-funding-activations/activations at the time of classification.

3. Eligibility

Who is eligible to apply?

All organisations eligible to apply for funding must:

- **be registered with an ABN;** and
- **operate as a not-for-profit sport or recreation organisation or not-for-profit community organisation (with an objective of delivering sport or active recreation activities) incorporated under one of the following:**
 - Associations Incorporation Act 1981 (Qld)
 - Corporations Act 2001 (Cwlth)
 - Co-operatives National Law Act 2020 (Qld)
 - Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cwlth)
- **be located in a DRFA declared disaster affected area and where assistance is requested under Category A or B**

- **demonstrate tenure over the infrastructure and have the legal right to conduct works on the site to request repair, restoration or mitigation support to infrastructure damaged by the declared natural event.**

If you are unsure of your organisation's eligibility, including activity or eligibility as a multi-activity or multi-location organisation please contact the nearest [Sport and Recreation office](#) before applying.

At the time of application submitted, organisations must:

- have no more than 1 annual report outstanding with the Office of Fair Trading

Before applying contact the Office of Fair Trading or telephone 13 QGOV (13 74 68) or your nearest [Sport and Recreation office](#) to determine whether the organisation has any outstanding compliance issues.

4. What can the funding be used for?

Eligible Items

- Replacement of damaged equipment that directly relates to the re-establishment of activities (including office and canteen equipment)
- Payment of services and hire costs, and purchase of equipment and tools to assist in short term clean-up of facilities.
- Reimbursement for the purchase of the above made from the date of the relevant disaster.
- Funds to repair or replace when this is lower than the premium excess set by the insurance provider may be eligible.
- Excess coverage for insurance claims*
 - * costs recovered through insurance claim payments or other sources are not eligible under this program.

5. Application process and conditions

Applications are to be submitted using the online application form within the timeframes stated in Section 2. To apply for funding under this program (or any Sport and Recreation grant), the organisation must register in the [Sport and Recreation Grant Registration Portal](#) (GRP). An organisation or individual can only be registered once. For more information, or to register, visit www.qld.gov.au/recreation/sports/funding/grants-portal/.

The declaration section of the application MUST be completed by an accountable officer for the organisation, as an endorsement of the accuracy of the application and agreeing to the [terms and conditions](#) associated with the grant.

Submitting an application does not guarantee the application will be approved. DTS reserves the right (at the DTS' sole discretion) to refuse an application, not assess an application or not approve funding, for any reason, irrespective of whether the eligibility and assessment criteria have been met. DTS reserves the right, at any time, whether before or after, the closing date for each category of funding, to:

- cancel or vary the assessment process
- close early, suspend, stop or extend the operation of the program or the application process
- amend dates including extending the closing date
- vary the program, including the proposed terms and conditions of funding and/or these guidelines to consider or reject an application received after the closing date and time
- consider an application submitted other than in accordance with the requirements of the application process, including accepting a non-conforming or incomplete application
- determine whether a project meets the eligibility criteria, project requirements and other requirements set out in these guidelines and should be deemed ineligible
- change the allocation of funding available under the Program, the eligibility criteria or the types of projects that will be considered.

Any action taken to close early, suspend, stop or extend the program will be notified on the program website.

Organisations accept the risk, responsibility and liability connected with submitting an application and will not make any claim in connection with a decision by DTS to exercise or not to exercise any of its rights in relation to the application process.

The application and participation in the application process does not constitute an offer or an invitation to make an offer under the application process. It also does not indicate an intention by DTS to enter into any form of legal relations with any party. The acceptance of an application or any invitation to negotiate will not be effective to constitute a contract or to create any legitimate expectation on an organisation's part unless, and until, a formal written funding agreement is entered into (as per the process set out in the funding terms and conditions). Nothing in this application process amounts to any process contract and in making the application available and conducting this application process, DTS expressly excludes any process contract arising.

Should you require any assistance a full list of Sport and Recreation offices can be found in Appendix 1.

5.1 What supporting documentation is required?

- Inspection by DTS and/or photographic evidence of affected areas
- Invoices/proof of payment demonstrating the organisation's own funds were used to repair damage (where the facility has already returned to operation)
- A copy of the organisation's bank statement must be uploaded, which provides BSB, Account Number and Account Name of the organisation.

5.2 Assessment process and conditions

Applications will be assessed by DTS against the program eligibility criteria as they are received.

Applications will be assessed on how well applicants demonstrate they meet the eligibility requirements and the degree to which the project will assist in re-establishing sport and active recreation activities.

DTS may seek (at its discretion) clarification or further information from an applicant, including but not limited to information about any other local or State government funding received by the organisation, where the provision of such further information may assist in assessment.

DTS will retain all documents submitted and will not return these to the organisation. The organisation must ensure that its officers, employees, agents and/or sub-contractors do not make any public announcement or advertisement in any medium in relation to the process or the program without the prior written consent of DTS.

5.3 Payment arrangements

Approved funding will be provided as one instalment.

Organisations must obtain an ABN to be funded by DTS. While it is not necessary to have an ABN to apply, should the application be successful, an ABN will be required for DTS to pay funding for the approved project.

Payments will be made within 10 business days of DTS' approval and all payment information being received. To make a payment for any approved grant, an ABN and the organisation's eligible bank statement (no more than three months old at the time of application) will be required.

5.4 GST application

Goods and Services Tax (GST) is a broad-based tax of 10% on the sale of most goods and services purchased in Australia.

Organisations with current or projected annual turnover for all revenue activities of \$150 000 or more (including this project), must be registered for GST. Compliance with the legislation is a requirement of Federal taxation legislation. For more information the Australian Taxation Office can be contacted on 13 24 78 or visit www.ato.gov.au.

The grant funding amounts referenced in this guideline are GST exclusive.

5.5 Appeals process

Sport and Recreation staff can provide an applicant that has not been approved with an initial explanation of the rationale for the decision.

If an applicant is not satisfied with a decision, such as an application not being approved for funding, the grant applicant can request a review of the decision. An appeal can be requested where the applicant believes the decision does not adhere to the program guidelines and/or DTS' process of the application.

The appeals process does not include applicants challenging the program guidelines or seeking variations or exceptions to the program guidelines.

Appeals will only be considered if received by DTS within 10 business days from the date of the applicant's receipt of written notification from DTS on the outcome of the organisation's application. Appeals must be lodged in writing to SR_info@dtis.qld.gov.au. Organisations will be notified in writing of the appeal outcome.

6. Acknowledgement and Audit Requirements

The Queensland Government must be appropriately acknowledged by approved organisations in any promotion of the approved project. Further information on acknowledging the funding provided by the Queensland Government is available at www.qld.gov.au/recreation/sports/funding/acknowledgement.

Approved organisations may be subject to an audit from the department. The department will undertake a random audit of approved projects to ensure that projects are delivered as approved.

All organisations funded by the department are required to keep accurate records of expenditure (including invoices or receipts) to support the delivery of the approved project. These records are to be made available to the department should the organisation be selected for an audit.

7. Survey and Case Study

Approved organisations may be asked to complete a case study and/or a survey upon project completion. The information collected will be used to help the department evaluate and promote the outcomes of the program.

8. Personal information

DTS will disclose details of approved funding and details of accountable officers (such as name, position in the organisation, and telephone number) to the Queensland Reconstruction Authority (QRA) and local Members of Parliament. Information on approved organisations and details of approved projects, such as approved funding and location of the project will also be made available on DTS' website and may be provided to local governments and relevant sport and recreation organisations for the purpose of advice on approved project information. Organisation information will not be disclosed to any other parties unless authorised or required by law, subject to the above.

Further information on how DTS manages personal information can be found at www.dtis.qld.gov.au/site-information/privacy

Appendix A – Sport and Recreation offices

<p>Head Office – Sport and Recreation</p> <p>General enquiries: 13 74 68 (13 QGOV) Email: SR_Info@dtis.qld.gov.au Fax: (07) 3338 9226</p> <p>Sport and Recreation Infrastructure office</p> <p>Email: sr_infrastructure@dtis.qld.gov.au</p> <p>North Coast</p> <p>Sunshine Coast office Level 2 USC Sports Precinct, 30 Olympic Way, SIPPY DOWNS QLD 4556 PO Box 7082, SIPPY DOWNS QLD 4556 Phone: (07) 5459 6176 Email: SportRecNorthCoast@dtis.qld.gov.au</p> <p>Brisbane office— North Coast service area Level 6, 140 Creek Street, BRISBANE QLD 4000 PO Box 15478, CITY EAST QLD 4002 Phone: (07) 5459 6176 Email: SportRecNorthCoast@dtis.qld.gov.au</p> <p>South Coast</p> <p>Logan office Unit 9 Level 1, 54-66 Perrin Drive, UNDERWOOD QLD 4119 Phone: (07) 3078 3188 Email: SportRecSouthCoast@dtis.qld.gov.au</p> <p>Brisbane office—South Coast service area Level 6, 140 Creek Street, BRISBANE QLD 4000 PO Box 15478, CITY EAST QLD 4002 Phone: (07) 3078 3188 Email: SportRecSouthCoast@dtis.qld.gov.au</p> <p>Gold Coast office Street address: 1525 Gold Coast Highway, PALM BEACH QLD 4221 PO Box 50, BURLEIGH HEADS QLD 4220 Phone: (07) 5669 2114 Email: SportRecSouthCoast@dtis.qld.gov.au</p> <p>South West Queensland</p> <p>Toowoomba office Toowoomba Sports Ground, Ground Floor, Clive Berghofer Stadium, 47 Arthur Street, TOOWOOMBA QLD 4350 PO Box 2259, TOOWOOMBA QLD 4350 Phone: (07) 4596 1006 Email: SportRecSouthWest@dtis.qld.gov.au</p> <p>Emerald office Street address: 99 Hospital Road, EMERALD QLD 4720 Postal address: PO Box 346, EMERALD QLD 4720 Phone: (07) 4991 0830 Email: SportRecNorthern@dtis.qld.gov.au</p>	<p>Dalby office 30 Nicholson Street, DALBY QLD 4405 PO Box 3, DALBY QLD 4405 Phone: (07) 4531 8525 Email: SportRecSouthWest@dtis.qld.gov.au</p> <p>Bundaberg office 16 Enterprise Street, BUNDABERG QLD 4670 PO Box 618, BUNDABERG QLD 4670 Phone: (07) 4131 2702 Email: SportRecSouthWest@dtis.qld.gov.au</p> <p>Hervey Bay office Ground Floor, Brendan Hansen Building, 50-54 Main Street, HERVEY BAY QLD 4655 PO Box 3054, HERVEY BAY QLD 4655 Phone: (07) 4336 7001 Email: SportRecSouthWest@dtis.qld.gov.au</p> <p>Northern Queensland</p> <p>Rockhampton office 61 Yeppoon Road, PARKHURST QLD 4701 PO Box 822, ROCKHAMPTON QLD 4700 Phone: (07) 4936 0510 Email: SportRecNorthern@dtis.qld.gov.au</p> <p>Townsville office Townsville Sports House, 3-9 Redpath Street, NORTH WARD QLD 4810 PO Box 1468, TOWNSVILLE QLD 4810 Phone: (07) 4722 5381 Email: SportRecNorthern@dtis.qld.gov.au</p> <p>Mackay office Level 5, 44 Nelson Street, MACKAY QLD 4740 PO Box 239, MACKAY QLD 4740 Phone: (07) 4999 8520 Email: SportRecNorthern@dtis.qld.gov.au</p> <p>Mount Isa office Suite 27, Mount Isa House, Mary Street, MOUNT ISA QLD 4825 PO Box 1605, MOUNT ISA QLD 4825 Phone: 0436 834 036 Email: SportRecNorthern@dtis.qld.gov.au</p> <p>Far North Queensland</p> <p>Cairns office Level 2, Building 2, William McCormack Place, 5B Sheridan Street, CAIRNS QLD 4870 PO Box 2494, CAIRNS QLD 4870 Phone: (07) 4222 5236 Email: SportRecFarNorth@dtis.qld.gov.au</p>
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Appendix B – Funding Terms and Conditions

The following terms and conditions will apply to the funding if this application is approved, from the date of the Department's letter of funding approval.

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 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 application and/or 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. The Funding Agreement commences on the date of Your notification letter, and ends 12 months after that date, unless terminated earlier in accordance with clause 5, 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. acknowledge the Queensland Government's funding contribution as specified in the Program Guidelines;
 - e. keep accurate records and accounts of expenditure of the Approved Funding;
 - f. 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;
 - g. comply with all relevant Acts, subordinate legislation and lawful requirements in carrying out the works using the Approved Funding;
 - h. comply with any special conditions specified in Your notification letter;
 - i. 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
 - j. 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. 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;
 - i. The approved funding can be used to pay the GST component of expenses
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, prepaid 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), 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 5, 10, 11, 12, 13, 18, 19 and 20 will survive expiration or termination of the Funding Agreement.