

Get in the Game

Get Going Clubs



Funding to help clubs grow

Get Going Clubs Round 7 terms and conditions

Version 1.0

Funding Terms and Conditions

The following terms and conditions will apply to the funding if the application is approved. If the application is successful, then a letter of approval will be issued.

1. The Department reserves the right to withdraw the Get Going Clubs Program or make changes at any time. Any changes to the program will be publicly advertised on the Department's website at www.qld.gov.au/recreation/sports.
2. In consideration of the Organisation complying with the Funding Agreement (including clause 4), the Department will provide the Organisation with the Approved Funding, within 60 days of the later of the following:
 - a. the date of the Department's notification letter or execution of an additional funding agreement, if required; and
 - b. the Organisation providing the Department with notification of the Organisation's ABN.
3. Any payment to the Organisation by the Department is not an admission or acceptance by the Department that the Organisation has complied with the Funding Agreement.
4. Payment of the Approved Funding and the Funding Agreement is subject to and conditional upon the Organisation being compliant as at the due date for payment of the Grant under clause 2, with:
 - a. all requirements of current grant arrangements with the Department; and
 - b. all requirements of the Office of Fair Trading (where the Organisation is incorporated under the relevant State association legislation).
5. In the event that the Organisation does not meet the requirements of clause 4 and at the date in clause 4, then the Organisation has 6 months from the date of the Department's notice advising the Organisation that they are non-compliant under clause 4 (**Notice Date**), to become compliant with both requirements in clause 4. Where the Organisation does not comply with both requirements in clause 4 by the Notice Date, the Funding Agreement will not take effect and offer for funding lapses. At this time, the Department has no obligation to pay the Approved Funding.
6. The Organisation's use of the Approved Funding will be deemed as acceptance of the Funding Agreement. The Department may in its absolute discretion, require the Organisation to enter into an additional funding agreement (for example, if the Department determines that the project is complex). If the Department's notification letter requires entering 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, the Department will not make any payment of the Approved Funding until the additional funding agreement is signed.
7. The Funding Agreement commences on the day the Approved Funds are deposited into the Organisation's bank account and ends 30 days after the submission of all reports and acquittals under clause 11(h) to the Department's satisfaction, unless terminated earlier in accordance with clauses 21 or 22.
8. The Organisation warrants that it is an **Eligible Organisation**, and that the person 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. It is the Organisation's responsibility to notify the Department of any changes to its bank details by providing either a bank statement which details the Organisation's account information or a letter from the financial institution with details of the Organisation's account for the payment of the Approved Funding.
10. The Approved Project must not commence before 1 September 2018 and must be completed by 31 December 2019.

11. The Organisation agrees to:

- a. undertake the Approved Project;
 - b. spend the Approved Funding:
 - i. on the Approved Project, and for no other purpose;
 - ii. for expenditure incurred after 1 September 2018 and not on Ineligible Items;
 - iii. by 31 December 2019, or such later date if approved in writing by the Department in its absolute discretion, upon written request by the Organisation;
 - c. be responsible for providing any additional funds (in excess of the Approved Funding) required to complete the Approved Project;
 - d. obtain an Australian Business Number (ABN), where the Organisation does not already have an ABN;
 - e. keep accurate records and accounts of expenditure of the Approved Funding;
 - f. obtain the Department's prior written approval for all variations to the Approved Project;
 - g. ensure value for money is ascertained for the Approved Project, and where appropriate, by undertaking a competitive process;
 - h. provide the Department with all information the Department reasonably requires in relation to the Approved Project and the acquittal of the Approved Funding;
 - i. provide the following reports and acquittals by 28 February 2020 in the form required by, and to the satisfaction of the Department:
 - i. financial declaration stating that the Approved Funding has been spent in accordance with the Funding Agreement; and
 - ii. a project report on the outcomes for the Approved Project;
 - j. acknowledge the Queensland Government's funding contribution as specified at www.qld.gov.au/recreation/sports/funding/acknowledgements;
 - k. 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 23, where the Funding Agreement is terminated by the Department;
 - ii. immediately where the Organisation terminates the Funding Agreement pursuant to clause 22; and
 - iii. otherwise by 28 February 2020 where (i) and (ii) above, do not apply;
 - l. refund any amount of the Approved Funding expended other than in accordance with the Funding Agreement plus any interest, within 10 business days of receipt of an invoice and written notice by the Department requiring the Organisation 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 Department's notice and is fully capitalised on the last day of each month if unpaid;
 - m. maintain public liability insurance for a sum of not less than \$10 million for any one event and workers compensation for a sum as required by law. Certificates of Currency must be provided at any time upon the request of the Department;
 - n. keep all records relating to the Approved Project for a period of seven years, and permit the Department access to such records for audit purposes, for any reasonable time;
 - o. provide to the Department any additional information as requested by the Department, in relation to the Approved Project and Approved Funding;
 - p. comply with all relevant Acts, subordinate legislation and lawful requirements in carrying out the Approved Project;
 - q. keep secure and not disclose to a third party, any of the Department's confidential information without first seeking the Department's written consent; and
 - r. comply with any Special Conditions specified in the Department's notification letter.
12. The Organisation agrees that if it spends the Approved Funding or any part of the Approved Funding for any purposes other than those allowed by the Funding Agreement, or fails to return unspent money to the Department in accordance with clause 1.k, that amount will be deemed to be a liquidated debt due and payable to the Department.

13. The Organisation agrees to release, discharge, indemnify and keep indemnified the State of Queensland, its employees and agents from and against any loss, damages, claims, legal costs, expenses and costs arising from:
- a. the Approved Project;
 - b. the Organisation's non-compliance with the Funding Agreement;
 - c. any negligent act or omission or wilful misconduct by the Organisation, its employees, contractors, volunteers, agents or other authorised representatives;
 - d. contravention by the Organisation of any Commonwealth, State or local law;
 - 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.
14. The Organisation agrees that the Department may disclose the following information (including, without limitation, the Organisation's confidential information), to third parties or advisers:
- a. some or all of the information contained in the application form or Funding Agreement, to publicise funding arrangements and programs of the Department; or
 - b. the Organisation's general details and information concerning the Approved Project, to publicise funding arrangements and programs of the Department; or
 - c. any information, for the purposes of undertaking an audit or an evaluation of the Funding Agreement or the *Get Going Clubs* Program.
15. Ownership of all intellectual property rights in all material the Organisation creates pursuant to the Approved Project ('the Material') vests in the Organisation.
16. The Organisation grants the Department a perpetual, irrevocable, royalty-free, worldwide and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt, and modify, the Material for any purpose.
17. The Approved Funding is exclusive of Goods and Services Tax or similar tax, levy or impost imposed by the Commonwealth ('GST').
18. Where the Organisation is registered for GST:
- a. the Department will pay the Organisation the GST amount at the same time as paying the Approved Funding;
 - b. the Organisation agrees to allow the Department to issue the Organisation 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. the Department can issue the Organisation with an RCTI in respect of the supplies;
 - ii. the Organisation will not issue tax invoices in respect of the supplies for which the Department issues RCTIs;
 - iii. the Organisation acknowledges that it is registered for GST and agrees to notify the Department if the Organisation ceases to be registered;
 - iv. the Department acknowledges that it is registered for GST and agrees to notify the Organisation if the Department ceases to be registered for GST;
 - v. by fulfilling all these conditions the Department will issue a RCTI upon each payment made to the Organisation 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.
19. Where the Organisation is not registered for GST, the GST amount will not be added to the Approved Funding, and the Department will issue a Remittance Advice for the Approved Funding.
20. When providing the final acquittal for the Approved Funding under clause 11(i), the Organisation agrees that these amounts will be the GST exclusive amounts, whether the Organisation is registered or not registered for GST.
21. The Organisation will be in breach of the Funding Agreement and the Department may suspend or terminate the Funding Agreement if the Organisation:
- a. does not comply, to the Department's satisfaction, with a notice to remedy a default (within the timeframe specified in the notice) of any provision in the Funding Agreement;
 - b. becomes insolvent, enters into external administration, is wound up or in the Department's opinion, suffers financial distress which may have an adverse effect on the Organisation's ability to complete the Approved Project; or
 - c. is no longer eligible to receive the funding, including without limitation, if the Organisation is no longer an Eligible Organisation.

22. 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 22, neither party will have any liability to pay the reasonable costs of the other party in relation to the termination.

23. If the Funding Agreement is terminated under clause 21 or 22, the Organisation agrees to comply, to the Department's satisfaction, with the requirements specified in any notice given by the Department, including any directions regarding the return of any unspent part of the Approved Funding.

24. General

- a. The Organisation agrees that it will not assign or subcontract its rights and obligations in relation to the Approved Project, without the Department's prior written consent.
- b. No rights under the Funding Agreement will be waived except by notice in writing signed by each party.
- c. The Approved Project and the Funding Agreement are 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 (except email). In the case of the Organisation, notices are to be provided to the Accountable Officer in 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@npsr.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
 - i. 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 11, 12, 13, 14 and 16 will survive expiration or termination of the Funding Agreement.
- h. The use of the word 'includes' in any form, is not a word of limitation.

25. If there is any ambiguity in or inconsistency between the various parts of the Funding Agreement, the following order of precedence applies to resolve the ambiguity or inconsistency:

- a. the Department's notification letter;
- b. these Funding Terms and Conditions;
- c. the application form; and
- d. the *Get Going Clubs* Guidelines.

26. The following definitions apply to these conditions:

- a. **'Approved Funding'** means that amount as stipulated in the Department's notification letter.
- b. **'Approved Project'** means the project approved by the Department as stipulated in the Department's notification letter and for the approved components as further described in Section 3 Project details of the Organisation's application form.
- c. **'Department'** means the State of Queensland acting through the Department of Housing and Public Works.
- d. **'Eligible Organisation'** means an organisation that meets the eligibility criteria specified in section 6.0 of the *Get Going* Guidelines, and is not an individual or organisation specified in section 7.0 of the *Get Going* Guidelines.
- e. **'Funding Agreement'** means the Department's notification letter (including any attachments), the application form, these Funding Terms and Conditions (or, if required under clause 6, the additional funding agreement) and the *Get Going Clubs* Guidelines.
- f. **'Get Going Guidelines'** means the *Get Going Clubs* Guidelines available at www.qld.gov.au/recreation/sports/funding/getinthegame/getgoing
- g. **'Ineligible Items'** means those items listed in sections 8.1, 8.2 and 8.3 of the *Get Going* Guidelines and any items note related to the Approved Project or deemed by the Department as ineligible.
- h. **'Organisation'** means the organisation specified in the application form which has been approved by the Department's notification letter to receive funding under the *Get Going Clubs* Program.

Last updated 18/04/2019