

Active Clubs Round 4 - Terms and Conditions

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

1. The Department reserves the right to withdraw the Active Clubs Round 4 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/funding/active-clubs
2. In consideration of the Organisation complying with the Funding Agreement (including clause 55), the Department will provide the Organisation with the Approved Funding, within 60 days of the date of the Department's approval letter/email.
3. The Department may withhold payment of the Approved Funding, where it reasonably believes the Recipient has not complied with the Funding Agreement, failed to provide all information necessary for payment or is unable or unwilling to undertake the Approved Project.
4. 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.
5. Payment of the Approved Funding is subject to and conditional upon the Organisation being compliant as at the date of the Department's approval letter/email, with:
 - a. have no more than 1 annual report outstanding with the Office of Fair Trading where the Organisation is incorporated under the relevant State association legislation; and
 - b. the Organisation's name on bank account details supplied with application matching the Organisation's legal name; and
 - c. the Organisation providing a copy of their actual bank statement which must state BSB, Account Number and Account Name of Organisation. Bank statements should not be older than three months from the time of application. The Department can alternatively accept a print-out or letter which has been bank stamped and verified by the bank. The details must match the Australian Business Register printout regarding the legal Organisation's name and the details supplied with the application.
6. Where the Recipient fails to rectify its non-compliance with clause 5(a), (b) or (c) within the period notified by the Department, this Funding Agreement immediately terminates. The Department has no obligation to pay the Approved Funding, and neither party will be liable to the other in connection with the Funding Agreement.
7. The Funding Agreement commences on the date of the Approval Letter and ends 30 days after Project Completion Date, unless terminated earlier in accordance with clauses 6, 21 or 22. The Organisation accepts that by making its application it agrees to these Terms and Conditions and is bound by the Funding Agreement upon the Department issuing the Approval Letter.
8. The Funding Agreement commences on the date of the Department's funding approval letter and ends 30 days after Project Completion Date, unless terminated earlier in accordance with clauses 5, 22 or 23.
9. The Organisation warrants that it is an **Eligible Organisation**, and that the person agreeing on behalf of the Organisation to the Funding Agreement is authorised to do so.
10. Payment will be made by electronic transfer in accordance with the bank account details specified in the application. 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.
11. The Approved Project must be delivered by the Project Completion Date.
12. The Organisation agrees to:

- a. undertake the Approved Project; and
 - b. spend the Approved Funding:
 - i. on the Approved Project, and for no other purpose (Approved Project means the project approved by the Department as stipulated in the Department's approval letter/email, or another eligible cost, equipment or training project as detailed in section 6 of the Active Clubs Round 4 Guidelines and that is not an Ineligible Item); and
 - ii. for expenditure incurred after receipt of project approval letter from the Department; and
 - iii. by 30 June 2025, or such later date if approved in writing by the Department in its absolute discretion, upon written request by the Organisation; and
 - c. not spend the Approved Funding on Ineligible Items; and
 - d. be responsible for providing any additional funds (in excess of the Approved Funding) required to complete the Approved Project; and
 - e. keep accurate records and accounts of expenditure of the Approved Funding; and
 - f. use the Approved Funding in a way to ensure value for money, transparency, and accountability of public funds; and
 - g. respond to an online survey provided by the Department after the Project Completion Date; and
 - h. acknowledge the Queensland Government's funding contribution as specified at www.qld.gov.au/recreation/sports/funding/acknowledgement; and
 - 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:
 - iv. in accordance with the amount and date specified in the notice provided in clause 24, where the Funding Agreement is terminated by the Department; and
 - v. immediately where the Organisation terminates the Funding Agreement pursuant to clause 23; and
 - vi. within 10 business days of receipt of the invoice and written notice requiring the Organisation to return the amount of Approved Funding where (i) and (ii) above, do not apply; and
 - j. maintain public liability insurance for a sum of not less than \$20 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; and
 - k. 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; and
 - l. provide to the Department all information as requested by the Department, in relation to the Approved Project and Approved Funding; and
 - m. comply with all relevant Acts, subordinate legislation, and lawful requirements in carrying out the Approved Project; and
 - n. comply with any Special Conditions specified in the Department's approval letter/email.
13. If the Organisation is a multi-activity or multi-location organisation, the Organisation agrees that the Approved Funding or any part of the Approved Funding must be expended for the relevant sub-club or location (as applicable) for approved purposes under the Funding Agreement. Failure to comply with this clause or return unspent money to the Department by 30 September 2025, will deem the relevant amount to be a liquidated debt due and payable to the Department.

14. 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 breach of any third party's intellectual property rights or moral rights.
15. 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 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 Active Clubs Program.
16. The Organisation agrees that the email address you provide as part of the registration or application process will be used by the Department and/or the Department's contracted service providers in relation to the Program to communicate with you. Dependent on your email service provider this may involve the transfer of your personal information overseas.
17. The Organisation agrees in relation to any personal information it provides to the Department in connection with this Agreement, that it will obtain a consent from the individual concerned:
 - a. For the disclosure of the personal information to the Department; and
 - b. For the Department's use of the personal information for the purpose of administration and evaluation of the program; and
 - c. For the Department's disclosure of the personal information to other Queensland government agencies and/or contracted service providers, for use for the purpose of administration and evaluation of the program and public accountability purposes.
18. Ownership of all intellectual property rights in all material the Organisation creates pursuant to the Approved Project ('the Material') vests in the Organisation.
19. 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.
20. The Approved Funding is exclusive of Goods and Services Tax, or similar tax, levy or impost imposed by the Commonwealth ('GST').
21. 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.
22. 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 (except if the stay on enforcing rights under Part 5.1 of the Corporations Act 2001 (Cth) applies), 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.
23. 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 232, neither party will have any liability to pay the reasonable costs of the other party in relation to the termination.
24. If the Funding Agreement is terminated under clause 22 or 23 or otherwise expires, 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, or return of Approved Funding not expended or committed in accordance with the Funding Agreement.
25. 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 email 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 for the Organisation as specified in the Organisation's login; and for the Department being the email address of your closest Sport and Recreation Service Area Office (<https://www.qld.gov.au/recreation/sports/office-locations>). 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

- 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 12, 13, 14, 15, 16, 19, 23 and 24 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.
26. 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 approval letter/email
 - b. these Funding Terms and Conditions
 - c. the application form; and
 - d. the Active Clubs Program Guidelines.
27. The following definitions apply to these conditions:
- a. '**Active Clubs Guidelines**' means the Active Clubs Guidelines available at www.qld.gov.au/activeclubs.
 - b. '**Approved Funding**' means that amount as stipulated in the Department's approval letter/email.
 - c. '**Approved Project**' means the project approved by the Department as stipulated in the Department's approval letter/email, or another eligible cost, equipment or training project as detailed in section 6 of the Active Clubs Guidelines and that is not an Ineligible Item.
 - d. '**Department**' means the State of Queensland acting through the Department of Tourism and Sport.
 - e. '**Department's approval letter/email**' means the letter/email from the Department advising that the funding has been approved unconditionally, and that no compliance items are outstanding.
 - f. '**Eligible Organisation**' means an organisation that meets the eligibility criteria specified in section 5 of the Active Clubs Guidelines.
 - g. '**Funding Agreement**' means the Department's approval letter/email (including any attachments), the application form, these Funding Terms and Conditions (or, if required under clause 7, the additional funding agreement) and the Active Clubs Guidelines.
 - h. '**Ineligible Items**' means those items listed in section 7.1 of the Active Clubs Guidelines and any items not related to the Approved Project or deemed by the Department as ineligible.
 - i. '**Organisation**' means the organisation specified in the application form which has been approved by the Department's approval letter/email to receive funding under the Active Clubs Program.
 - j. '**Project Completion Date**' means 30 June 2025.