

EQUINE FIRE RELIEF AUSTRALIA GRANT

Terms and Conditions

Equine Fire Relief Australia Grant Application Terms and Conditions:

The following terms and conditions (Terms and Conditions) apply to an applicant (Applicant) who has submitted an application (Application) for the Australian Sport Foundation's (Sports Foundation) 2020 Equine Fire Relief Australia Grant (EFRA Grant):

General

1. By accepting a grant from the Australian Sports Foundation, Applicants agree to abide by these Terms and Conditions.
2. If an Application does not comply with these Terms and Conditions, it will be ruled invalid and withdrawn from consideration. Applications are invited from individual equestrians and clubs/organisations in accordance with the eligibility criteria outlined in the 2020 Equine Fire Relief Australia Grant Guidelines.
3. To be eligible for a grant, Applicants must be a member of the Australian Sports Foundation and must have accurately completed the Application Form available online at <https://grants.sportsfoundation.org.au/>
4. By submitting an Application, Applicants warrant that the information contained in their Application is, to the best of their knowledge, truthful and accurate.
5. To be considered for the EFRA Grant, completed Applications must be submitted online by 5:00pm (AEST) on 30th September 2020.
6. From time to time, and at its discretion the Sports Foundation may enter into arrangements with third party organisations (Project Partners) to provide funding or services, or to source funding, for its grants programs. Without limitation, such arrangements may provide that a Project Partner can participate in the review, assessment and selection of Applications, reviewing acquittals or promoting the Applicant's projects.
7. These Terms and Conditions are to be read in conjunction with the 2020 EFRA Grant Guidelines referred to in Clause 2 above. By submitting an Application, Applicants agree that they have read and understood the 2020 EFRA Grant Guidelines.
8. Grants will be made under the Sports Foundation's Sports Recovery Program, the national small grants program that funds initiatives and programs aimed at restoring sport in the wake of disaster throughout Australia.
9. The Sports Foundation team, in conjunction with any applicable Project Partners, will decide which Applicants are eligible to receive grants.

10. As the number of Applications may be substantial, not every Application that meets the eligibility criteria will receive a grant. The ultimate decision in relation to whom grants are paid and the amount is at the sole discretion of the Sports Foundation and any applicable Project Partners, and no correspondence will be entered into relating to the decision process or the outcome.

11. By submitting an Application, Applicants consent to the Sports Foundation and any applicable Project Partner using and disclosing the information provided in the Application for the purposes of conducting the EFRA Grant, including reviewing, processing and selecting Applications, undertaking promotional and marketing activities, and any other matters connected to or incidental to the EFRA Grant or related initiatives. Applicants also consent to the Sports Foundation, or any applicable Project Partner, using their information to contact them to share information that may be of interest to them.

12. The Sports Foundation may consult with external industry experts and Project Partners for the purpose of reviewing Applications for the EFRA Grant. Applicants may be contacted by them directly for the purpose of Application assessment, validation and due diligence.

13. The Sports Foundation team reserves the right, at any time, to verify the validity of Applications and to disqualify any Application that is not in accordance with these Terms and Conditions.

14. In considering an Application, the Sports Foundation may vary the level of funding offered to a potential grant recipient at its sole discretion. In the case that a part of an application is funded, funds granted may only be used for the items selected as directed by the Australian Sports Foundation.

15. Applicants shall not do or say anything or cause anyone to do or say anything that may prejudice, or be detrimental to or cause damage to the name and reputation of the EFRA Grant, the Sports Foundation, or any Project Partners.

16. Applicants agree that if their Application is successful, the Sports Foundation, or any applicable Project Partner, may promote and report on the Applicant or their project using information in the Application, information and media (including photos and quotes) obtained from the Applicant or available publicly, and information in acquittal reports, to its partners, networks, and the community through internal and external communication channels, including but not limited to online channels and social media. Project Partners may request to use photos and quotes from Applicants which, if provided by the Applicant, may be used by the Project Partner them for their own marketing and promotional purposes.

17. Applicants are responsible for all costs associated with submitting an Application for the EFRA Grant. The Sports Foundation, and any Project Partners, will not be liable for any loss or damage suffered or incurred by an Applicant in connection with submitting an Application.

18. The EFRA Grant can be suspended or terminated by the Sports Foundation if it is not satisfied with the quality of the applications received.

Grant payments

19. The Grant amount offered will be advised at the time that any application is deemed successful and will be advised in a Grant Letter of Offer
20. The Grant Recipient will provide the Sports Foundation with the organisations bank details within the Sports Foundation portal.
21. If the Grant Recipient is registered for GST, the Grant Recipient must comply with the Recipient Created Tax Invoice (RCTI) Agreement as set out in paragraphs 33 to 34.
22. If the Sports Foundation has part funded the project (that is not provided the full expected cost of your project), then by acknowledging this agreement the Grant Recipient commits to raising the balance required to ensure the project goes ahead as outlined in the application form, both in terms of scope and timing.
23. Should the submitted project be unable to proceed; the Grant Recipient must seek written approval from the Sports Foundation to use the funds for a similar purpose or return the granted funds to the Sports Foundation. Written approval should be sought within 30 days of the date at which it was evident that the project would not proceed.

Impact Measures

24. If a grant is subject to impact measures the grantee agrees to provide baseline data in the format requested by the Australian Sports Foundation prior to funds being distributed.
25. Impact measures will be incorporated into the final acquittal of the grant and must be completed in order to finalise the acquittal.
26. Any organisations not completing impact measures as requested will not be considered for future funding from the Australian Sports Foundation

Acquittal of Grant

27. The Grant Recipient will be required to complete a Grant Acquittal at the completion of the project showing how the grants funds were spent in accordance to the project purpose. A Grant Acquittal form will be supplied by the Sports Foundation.
28. Grants are to be used for the purpose as stated within your EFRA Grant application form and acquitted as such via the provided acquittal process.
29. The Grant Recipient agrees to provide progress reports including the impact achieved through the grant as requested.
30. If the project timeline extends beyond the Grant Acquittal request date, the Grant Recipient must provide details of acquittals to that date, with evidence of unspent monies, along with a timeline of when the remaining funds will be used. The full acquittal process would then be completed at the end date of the project.

31. Acquittal details required will include:

- Full expenditure account of project where Grant Recipient received a grant of money
- Project impact and outcomes report
- Activity report of project, including photographs, short videos and similar material for marketing purposes

32. The Grant Recipient is required to take reasonable steps to recognise the Sports Foundation and EFRA Grant during the life of the project. This includes but is not limited to the following activities, where related to the project or activity:

- Acknowledgement in digital and written correspondence with members
- Acknowledgement in social media posts
- Advertising at events
- Logo displayed in a prominent position on collateral
- Sports Foundation marketing team to be contacted and consulted prior to media announcements and launches
- Verbal acknowledgment by key personal in relation a funded project

33. In the event that the Grant Recipient is registered or required to be registered for GST, the parties agree to the following terms with respect to the issue of RCTIs by the Sports Foundation to the Grant Recipient:

- a. The Grant Recipient will not issue to Sports Foundation a tax invoice in respect of that supply
- b. The Sports Foundation acknowledges that it is registered for GST at the time of entering into this agreement with the Grant Recipient
- c. The Sports Foundation will notify the Grant Recipient if it ceases to be registered for GST or ceases to satisfy the requirements of GSTR 2000/10
- d. The Grant Recipient acknowledges that it is registered for GST at the time of entering into this agreement with the Sports Foundation
- e. The Grant Recipient will notify the Sports Foundation if the Grant Recipient ceases to be registered for GST or satisfy the requirements of GSTR 2000/10
- f. The Sports Foundation will issue to the Grant Recipient a recipient created adjustment note where a supply made under this agreement is subject to an adjustment event (as defined by Subdivision 19-A) of the A New Tax System (Goods and Services Tax) Act 1999

34. All RCTIs or recipient created adjustment notes issued to the Grant Recipient by the Sports Foundation under this agreement will contain all the necessary information as required under the A New Tax System (Goods and Services Tax) Act 1999 and A New Tax System (Goods and Services Tax) Regulations 1999) (Statutory Rules 1999 No. 245)