

Department of Communities Tasmania

Question Time Briefing

Current as at 2 June 2022

Subject: Improving the Playing Field

**Election Commitment COVID-19 recovery (Improving the Playing Field)
2021 election - \$5 million increase to 2021-22 program**

KEY MESSAGES

- The Tasmanian Government is committed to supporting all Tasmanians to participate in sport and recreation.
- Providing appropriate facilities and infrastructure for Tasmanians to get active is critical to maintaining and boosting participation rates.
- In the 2020-21 Budget, we announced \$10 million over two years to establish the Improving the Playing Field Grants Program, which provided funds to organisations to build and upgrade facilities.
- In the 2021-22 Budget we increased the available funding by \$5 million, boosting the overall investment in Improving the Playing Field to \$15 million over two years.

TALKING POINTS

- Improving the Playing Field Grants Program formed part of the Tasmanian Government's COVID-19 recovery package. The program aimed to support the sport and recreation sector (including Local Government which owns most of the sport and recreation infrastructure in Tasmania) and the building and construction sector, helping to support and create local jobs and assist with the development/improvement of Tasmania's sporting infrastructure.
- The increased funding pool in 2021-22 enabled applicants to apply for grants of between \$25 000 and \$500 000 (In 2020-21, the program offered grants of between \$25 000 and \$250 000).

- While both Levelling the Playing Field and Improving the Playing Field grant programs have been extremely important in providing funding to develop new and in many cases, upgrade existing sporting infrastructure, the Tasmanian Government has decided to not allocate funding for a similar program in the 2022 Budget.
- Whilst some of the projects funded are completed or nearing completion, some of the 176 projects funded over the past four years have faced delays due in part to COVID, difficulties in obtaining materials or builders and contractors to complete the works.
- It is vital the funded projects can proceed. The organisations that have received funding have been in regular communication with the Department of Communities Tasmania, with extensions granted to funding periods to ensure no-one is disadvantaged by unforeseeable circumstances outside their control.
- I am looking forward to the completion of the Sport and Active Recreation Strategy and the Sport and Active Recreation Infrastructure Strategy in coming months. These strategies will provide guidance and direction for future investment in the sport and recreation sector to ensure that all Tasmanians have access to safe, fair and inclusive opportunities to participate.

2021-22 programs

- Applications for the 2021-22 small grants stream for grants between \$25 000 and \$50 000 closed 6 September 2021 with 63 applications received. There were 43 successful projects announced in December 2021, totalling \$1 550 713.
- Applications for the 2021-22 large grants stream, for grants between \$50 001 and \$500 000 closed on 25 October 2021 with 97 applications received. There were 41 successful projects totalling \$8 454 187
- Under the 2021-22 program, applicants were asked to provide at least 15 per cent of the total project cost, with applicants with higher contributions receiving higher priority.

2020-21 programs

- Applications for funding under the 2020-21 small grants stream for grants between \$25 000 and \$50 000 closed on 4 September 2020 with 74 applications received. There were 31 successful projects totalling \$1.2 million.
- Applications under the 2020-21 large grants stream for grants between \$50 001 and \$250 000 closed on 23 October 2020 with 141 applications received. There were 27 successful projects totalling close to \$3.8 million.

BACKGROUND

- Improving the Playing Field had some similarities with the Levelling the Playing Field Grants Program which offered \$10 million over two years, 2018-19 and 2019-20.
- Levelling the Playing Field had a focus on providing funding to upgrade amenities to provide appropriate facilities for female participants.
- Eligible projects under Improving the Playing Field included change rooms, toilets and shower facilities, accessibility, lighting, security, fencing, scoreboards, drainage and other civil construction works.
- Splitting the program into two streams based on the funding requested enabled funding to start being distributed earlier, as smaller projects require less complex planning and supporting documentation.

Attachment I.

Table I: Successful applicants 2021-22 Improving the Playing Field Grants Program – Small stream

Organisation	Project	Sports using the facility	Amount
Australian Italian Club of Launceston Inc (AIC Tennis)	Installation of new tennis court lighting	Tennis	\$30 000
Bridport Surf Life Saving Club Inc	Clubhouse redevelopment	Surf Life Saving	\$41 109
Buckingham Bowls Club Inc	Green one surrounds	Bowls	\$30 211
Burnie Rugby Union Club Inc	Lighting upgrade – Upper Burnie Sports Ground	Rugby Union	\$36 784
Central Coast Council	Fencing upgrade to equestrian arena	Equestrian	\$25 900
Claremont Golf Club Inc	Golf buggy storage for members equipment	Golf	\$50 000
Derwent Pony Club Inc	Development of enclosed multipurpose training area	Pony Club	\$25 081
Devonport City Council	Football netting at Maidstone Park	Australian Rules Football	\$25 857
Devonport City Soccer Club Inc	Main pitch fence replacement	Football (Soccer)	\$25 000
Devonport Table Tennis Association Inc	Synthetic floor project	Table Tennis	\$35 100
Domain Tennis Centre Inc	Redevelopment of tennis court lighting	Tennis	\$40 000
Freycinet Sports and Community Club Inc	Feeder dam – future proofing our course's water supply	Golf	\$25 000
Furneaux Island Motocross Association Inc	Club rooms	Motocross	\$31 139
Furneaux Island Motocross Association Inc	Toilet amenities	Motocross	\$32 316
George Town Council	Installation of indoor basketball/netball infrastructure (Graham Fairless Centre)	Basketball, Netball	\$37 149
Glenorchy Basketball Association Inc	Disability access and extra storage/seating located at the community college gym	Basketball	\$49 000
Hockey Tasmania Inc	THC pitch 3 changeroom and toilet facility upgrade	Hockey	\$47 689
Howrah Bowls Club Inc	Upgrading of lighting system at indoor bowls and community centre	Bowls	\$27 500
Kentish Aquatic Club Inc	Ski jump infrastructure construction project	Water Skiing, Wakeboarding	\$42 400
King Island Golf and Bowling Club Inc	Erection of new course maintenance machinery shed	Golf, Bowling	\$43 309
Kingborough Council	Kingston Mountain Bike Park Shelter and seats and bike rack	Mountain biking	\$26 532
Kingborough Council	Leslie Vale Oval (Sports field Development)	Cricket, Football	\$50 000
Kingston Beach Golf Club Inc	Clubhouse amenities refurbishment	Golf	\$50 000
Latrobe Cricket Club Inc	Upgrade facilities by providing sightscreens and the resurfacing of turf practice wickets and new netting	Cricket	\$26 011

Legana Tennis Club Inc	Facility improvement project	Tennis	\$50 000
Meercroft Park Development Committee Inc	Ground refurbishment	Hockey	\$27 952
New Norfolk Golf Inc	Golf club water pumps	Golf	\$44 587
North West Bay Golf Club Inc	Safer pathways	Golf	\$31 515
Old Scotch Collegians Football Club Inc	NTCA No 1 scoreboard	Australian Rules Football, Cricket	\$47 053
Penguin Cricket club Inc	Perimeter fencing – Dial Park Oval B	Cricket	\$27 500
Pittwater Golf Club Inc	Sand bunker drainage project	Golf	\$27 617
Smithton Country Club Inc	Upgrade of golf course drainage	Golf	\$38 741
St Helens Golf Club Inc	Expand irrigation water storage	Golf	\$35 000
St Marys Sports Centre Inc	Shade cloth and hardware replacement	Bowls	\$28 475
St Marys Tennis Club Inc	Tennis court resurfacing project	Tennis	\$26 517
Tamar Rowing Club Inc	Upgrading boatshed and apron	Rowing	\$30 822
Taroona Tennis Club Inc	Lighting Court 4	Tennis	\$34 827
Tasmania Golf Club Inc	Toilets upgrade	Golf	\$30 010
Trevallyn Tennis Club Inc	Court redevelopment	Tennis	\$40 501
Waratah Wynyard Council	Upgrade to sports amenities (Wynyard Squash Centre)	Squash	\$50 000
West Tamar Council	Resurfacing and fencing of 2 courts at Beaconsfield Tennis)	Tennis	\$50 000
Wynyard Golf Club Inc	Drainage improvements to holes 4 and 5	Golf	\$50 000
TOTAL:			\$ 1 550 713

Table 2 - Successful applicants 2021-22 Improving the Playing Field Grants Program – Large stream

Organisation	Project	Sports using the facility	Grant Amount
Brighton Council	Ferguson Oval Field Floodlights	Australian Rules football	\$203 110
Circular Head Pony Club Inc	Construction of an outdoor all-purpose arena	Pony Club	\$81 540
Clarence City Council	Construction of a new community sports pavilion at Clarendon Vale Oval	Australian Rules Football and cricket	\$500 000
Clarence City Council	Risdon Vale Oval LED field lighting upgrade	Football (soccer)	\$175 000
Coastal Motocross Club Inc	Track infrastructure upgrade	Motocross	\$50 329
Convict City Roller Derby League Inc	Safety upgrade to roof, walls and floor of sports centre	Roller skating, basketball, indoor hockey, grappling, disability sports	\$53 645
Devonport Basketball Council Inc	Changeroom facility upgrades	Basketball	\$51 343
Devonport City Council	Byard Park Light Towers	Australian Rules Football	\$263 004
Equestrian Tasmania Inc	Multi-use 70m x 70m arena	Equestrian	\$139 710
Flinders Island Sports and RSL Club Inc	Upgrade of sporting storage shed	Golf, netball and bowls	\$55 152
Geeveston Bowls Club Inc	Replace turf bowling green with synthetic green	Bowls	\$166 401
Geilston Bay Tennis Club Inc	Court fencing renewal – courts 1-5	Tennis	\$52 400
George Town Council	George Town Sports Oval drainage works	Australian Rules Football and cricket	\$452 782
Grassy Football Club Inc	Club facilities upgrade	Australian Rules Football	\$86 581
Greens Beach Golf Club Inc	Golf course amenities facilities (stage 1)	Golf	\$166 318

Grenadiers Basketball Club Inc	Lauderdale gym basketball upgrade	Basketball	\$90 518
Hobart City Council	Domain Athletics Centre – throws area resurfacing	Athletics	\$251 693
Hobart City Council	Lights at Sandown Oval 2	Football	\$203 991
Hobart Gymnastics Academy Inc	Gymnastics floor replacement project	Gymnastics	\$77 016
Hockey Tasmania Inc	Upgrade of Pitch 2 at Tasmanian Hockey Centre	Hockey	\$365 000
Huntingfield Pony & Riding Club Inc	Pony yards and water jump renovations	Pony Club and equestrian	\$71 394
Invermay Bowls and Community Club Inc	Change room and accessibility improvements	Bowls	\$200 000
Kingborough Council	Kingborough Mountain Bike Park	Mountain biking	\$262 683
Kingston Tennis Club Inc	Improve and replace existing court surfaces	Tennis	\$220 000
Latrobe Council	Latrobe Recreation Ground changeroom redevelopment	Australian Rules Football and cricket	\$500 000
Launceston Junior Motor Cycle Club Inc	Track upgrade	Motorcycling	\$70 000
Meander Valley Council	New squash courts at Deloraine Community Complex	Squash and netball	\$500 000
Mount Pleasant Football Club Inc	Mt Pleasant Recreation Ground change room upgrade	Australian Rules Football	\$200 000
Prospect Junior Football Club Inc	Safety fencing – ground perimeter fence and barrier netting for Prospect Vale Park	Australian Rules Football	\$65 959
Scout Association of Australia Tasmania Branch	Bunkroom toilets and disability toilet with access improvements	Scouts	\$143 000
Sheffield Bowls Club Inc	Bowling green replacement	Bowls	\$160 985
Sorell Tennis Club Inc	Upgrade improvements courts 1 and 2	Tennis	\$67 896
South Hobart Football Club Inc	Washington Street project – women's changerooms, accessible toilet and accessible site access	Football	\$500 000
Southern Tasmanian Badminton Association Inc	Badminton centre disability access	Badminton	\$380 988
St Helens Football Club Inc	Ground fencing	Australian Rules Football	\$92 205

Tennis Australia Limited	Court resurfacing at Launceston Regional Tennis Centre	Tennis	\$46 203
Ulverstone Golf Club Inc	Upgrade of clubhouse amenities	Golf	\$216 365
Waratah-Wynyard Council	Wynyard Sports Precinct	Australian Rules Football and Cricket	\$500 000
West Coast Council	Queenstown Basketball Stadium upgrade	Basketball	\$378 357
West Tamar Council	To supply and install Ausco Modular changeroom complex at Bridgenorth Football club	Australian Rules Football	\$250 000
Zodiacs Gymnastics Club Inc (Burnie Gymnastics Club)	New extension and health and safety improvements to community training facilities	Gymnastics	\$142 610

Table 3: Successful applicants 2020-21 Improving the Playing Field Grants Program – Small stream

Organisation	Project	Sports using the facility	Amount
Bridport Football Club	Ground drainage	Australian Rules football	\$43 909
Campbell Town Tennis Club	Tennis club hit up wall	Tennis	\$36 793
Deloraine District Pony Club	Pony club facility upgrade	Pony Club	\$50 000
Devonport City Soccer Club	Changeroom refurbishment	Football (soccer)	\$35 000
Domain Tennis Centre	Redevelopment of court lighting	Tennis	\$50 000
Dressage Association of Tasmania	Arena infrastructure	Equestrian	\$35 000
Exeter Golf Club	Renovation of men's toilet, providing 24/7 accessible unisex toilet and upgrading existing shower to a unisex shower	Golf	\$49 768
Freycinet Sports and Community Club	Drought proofing stage 2	Golf	\$25 000
Geilston Bay Tennis Club	Court five lighting renewal	Tennis	\$25 000
George Town Council	Installation of fixed indoor basketball infrastructure	Basketball	\$35 160
Hobart City Council	Synthetic cricket wickets upgrade (5 playing surfaces)	Cricket	\$47 760
Hobart Gymnastics Academy	Heating system and venue installation	Gymnastics	\$49 761

Huon Valley Golf Club	Improving sub soil drainage of three fairways	Golf	\$47 036
Kentish Aquatic Club	Causeway rehabilitation and recreation usage project	Water skiing	\$49 840
Kingborough Council	Middleton Tennis court upgrade	Tennis	\$30 000
Latrobe Croquet Club	Inground irrigation system	Croquet	\$25 000
Lilydale District Pony Club	Eventing facility upgrade	Pony Club	\$50 000
Moorina Golf Club	Club storage and amenities upgrade	Golf	\$30 000
Penguin Golf Club	Access compliance with replacement of bridges and repair drainage	Golf	\$41 050
Port Sorell Bowls and Community Club	Retaining wall replacement	Bowls	\$34 610
Riverside Olympic Football Club	Fence project	Football (soccer)	\$46 490
Seabrook Golf Club	Installation of fairway drainage systems	Golf	\$27 237
Sheffield Cricket Club	Electronic scoreboard	Cricket	\$32 970
Spreyton Cricket and Community Club	New cricket nets	Cricket	\$28 115
St Helens Golf Club	Fairway irrigation system upgrade	Golf	\$50 000
Sumerleas Eagles Cricket Club	Upgrade of practice nets and practice wickets at Lightwood Park 2	Cricket	\$34 639
Taroona Tennis Club	Resurfacing of court 4	Tennis	\$35 000
Trevallyn Bowls and Community Club	Perimeter fencing project	Bowls	\$40 139
Waratah-Wynyard Council	Installation of Under 10 basketball backboards and rings at Wynyard and Somerset Sports Centre	Basketball	\$37 355
West Tamar Council	Legana Pump Track development	Cycling/BMX/Mountain bike	\$50 000
Wynyard Bowls and Community Club	Installation of rubber soft fall coating on the concrete surfaces surrounding the clubhouse and greens	Bowls	\$35 845
TOTAL:			\$1 208 477

Table 4: Successful applicants 2020-21 Improving the Playing Field Grants Program – Large stream

Organisation	Project	Sports using the facility	Amount
Brighton Council	Bridgewater Pump Track	Cycling, scooter, in-line skating and skateboarding	\$95 860
Burnie Tennis Club Inc	Court lighting and Book a Court system	Tennis	\$169 255
Central Coast Council	Ulverstone showground precinct change rooms and amenities	Football and softball	\$249 000
Deloraine Junior Basketball Club Inc	Scoreboard upgrade	Basketball	\$56 799
Derwent Mercantile Collegiate Rowing Club Inc	All tide boat launch pontoon	Rowing	\$133 965
Derwent Sailing Squadron Inc	Sailing amenities	Sailing	\$135 079
East Launceston Bowling and Community Club Inc	Install disability wheelchair access unisex toilet and upgrade men's and women's bathroom change facilities	Bowls	\$169 350
Glenorchy Basketball Association Inc	Upgrade to Claremont College community gym	Basketball, dancing	\$220 000
Glenorchy City Council	Tolosa Park BMX Facility	BMX, mountain biking	\$250 000
Glenorchy City Council	Montrose Foreshore Park, Skatepark	Skate sports	\$250 000
Hobart City Council	Change room improvements/upgrades – Doone Kennedy Aquatic Centre	Aquatic sports	\$250 000
Hobart City Council	Accessibility infrastructure – pool access platform lift – Doone Kennedy Aquatic Centre	Aquatic sports	\$101 480
Kettering Cricket Club Inc	New centre pitch and training nets	Cricket	\$62 790
King Island Football Association Inc	Currie oval upgrade	AFL	\$159 530
Kingborough District Cricket Club Inc	Twin Ovals Complex Scoreboard	Cricket, AFL	\$91 244
Latrobe Basketball Association Inc	Supply and install 4 cross court adjustable backboards/hoops	Basketball	\$75 230
North Hobart Cricket Club Inc	TCA indoor cricket centre refurbishment	Cricket	\$79 961
Northern Tasmanian Cricket Association Inc	Practice wickets	Cricket	\$64 310
Prospect Junior Football Club Inc	Electronic scoreboard for Prospect Vale Park	AFL	\$55 000
Richmond Golf Club Inc	Install new drainage to parts of the course	Golf	\$54 545

Riverside Golf Club Inc	Upgrade female facilities	Golf	\$75 000
Sporting Shooters Association of Australia (Tasmania) Inc	Riddell Range Complex (clubrooms and fire line)	Shooting	\$250 000
St Helens Football Club Inc	Lighting upgrade	AFL	\$199 000
Sunshine Tennis Club Inc	Online reservation system and tennis centre improvements (fencing and resurfacing)	Tennis	\$63 833
University Mowbray Football Club Inc	Facility upgrade/improvements	AFL, cricket, cycling	\$127 075
Waratah-Wynyard Council	Reorientation of two playing surfaces	Football	\$99 520
West Tamar Council	Supply and install Ausco modular change room complex at Bridgenorth Football Club	AFL	\$250 000
			TOTAL: \$3 787 826

Released under RTI

Department of Communities Tasmania

Question Time Briefing

Current as at 31 May 2022

Subject:	Ticket to Play
Election Commitment	<p>2018 Election commitment of \$3 million for a one-year pilot of Ticket to Play, Tasmania's first sport voucher system</p> <p>2019-20 State Budget commitment of \$1 million to extend Ticket to Play for one year</p> <p>2020-21 State Budget commitment of \$1 million per annum over four years from 2020-21</p> <p>Additional \$3 million per annum over three years from 2021-22 to 2023-24.</p>

KEY MESSAGES

- The Tasmanian Government is committed to providing opportunities for all Tasmanians to participate in sport and recreation.
- In 2018, we announced Ticket to Play as a one year pilot program with a \$3 million commitment. The annual program was launched in February 2019 and reduced the cost of eligible children's participation in sport through the provision of vouchers to reduce registration costs.
- In 2020, we committed a \$1 million per year over four years to extend the program for four years, to 2023-24.
- From 2021-22, we doubled the funding for the program with an additional \$1 million per year from 2021-22 to 2023-24.
- The increased funding allows eligible participants to receive two \$100 vouchers.

TALKING POINTS

- Ticket to Play is designed to reduce the cost of participating in sport for children aged between five and 18 years.
- By removing one of the main barriers to Tasmania's children participating in sport – cost – the government is aiming to increase the number of young Tasmanians playing sport.
- Under the program, Tasmanian children aged five to 18 years who are listed on a valid Centrelink Health Care Card or Pensioner Concession Card or who are in Out of Home Care, are eligible to apply for two \$100 vouchers.

- Since October 2021, the Ticket to Play program has been extended to include eligible learn to swim providers, with 16 registered swim centres now active in the program.
- The expanded Ticket to Play program will make swimming lessons more affordable, and help more children safely enjoy being active in the water.
- Ticket to Play Vouchers can only be used for activities offered by Approved Activity Providers.
- All Approved Activity providers must have appropriate processes in place to ensure compliance with the *Working with Vulnerable People Act 2013* and complete a Child Safety survey to be registered with the Ticket to Play program.
- As at the close of the 2021-22 program on 30 May 2022, 14 276 vouchers have been issued, with 55.6 per cent redeemed.
- Redemptions close in the week commencing 14 June 2022.
- Communities, Sport and Recreation has been working with recipients who haven't redeemed their voucher(s) to understand any other barriers that might be in place.

BACKGROUND

Eligibility of Approved Activity Providers

- To register as an Approved Activity Provider, organisations must:
 - be incorporated entities;
 - have appropriate processes in place to ensure compliance with the *Working with Vulnerable People 2013 Act*; and
 - complete the Ticket to Play Child Safety Survey.
- In addition, sporting organisations must be:
 - a provider of a sport recognised by Sport Australia; and
 - affiliated to the relevant state or national sporting organisation.
- Learn to swim providers must also:
 - hold appropriate levels of Public Liability and Professional Indemnity insurance; and
 - employ instructors who hold nationally recognised Swimming and Water Safety Teacher qualifications.

Ticket to Play 2020-21

- Under the 2020-21 program, a total of 7 180 participants registered for 14 360 vouchers.
- In total, 8 593 were redeemed (60 per cent) by Approved Activity Providers, with the total redeemed amount being \$799 162.
- The top ten activities with vouchers redeemed were: football (AFL and Auskick), football (soccer), basketball, gymnastics, netball, Scouts, little athletics, cricket, Girl Guides and hockey.
- In 2020-21, children aged under 15 made up the bulk of voucher applicants:
 - ages five to nine years - 44.3 per cent;
 - ages 10 to 14 - 44.2 per cent; and
 - ages 15 to 18 - 11.5 per cent.
- Female participants made up 42.15 per cent, male participants 57.84 per cent, and 0.01 per cent identified as transgender/non-binary.
- The top five postcodes of Ticket to Play voucher applicants in the 2020-21 program were:
 - 7310 – Devonport, East Devonport;
 - 7250 – Launceston, Riverside, Prospect, Ravenswood;
 - 7030 – Bridgewater, Brighton, Gagebrook;
 - 7315 – Ulverstone, Turners Beach, West Ulverstone.
 - 7320 – Burnie

Ticket to Play Development

- Ticket to Play was launched in February 2019 and is administered by Communities Tasmania's Division of Communities, Sport and Recreation.
- In 2020-21 and 2021-22, system hosting and technical support for Ticket to Play has been provided by The Project Lab.
- From July 2022, Ticket to Play will be delivered as part of the Business Applications Transition project, which is securing updated platforms for a range of Tasmanian Government digital services.
- The annual costs of the system hosting and technical support in 2021-22 were approximately \$11 500, with the future costs of operating in the updated platform expected to be approximately \$45 000.

Ticket to Play Promotion

- Ticket to Play is promoted through Facebook, and through targeted advertising with State, Catholic and Independent Schools. Many of the State's sporting organisations share Ticket to Play Facebook posts or circulate information through their existing mechanisms.

- State and Catholic schools, councils, and organisations such as Neighbourhood Houses have also promoted Ticket to Play via social media.

Released under RTI

Department of Communities Tasmania

Budget Estimates Briefing 2022-23

Ministerial Portfolio:	Sport and Recreation
Output Number:	4.7
Subject:	Solar Power for Sporting Clubs – No Interest Loans

KEY MESSAGES

- During the 2021 State Election, the Tasmanian Liberal Party committed to a \$10 million Solar Power for Sports Clubs No Interest Loans program.
- The No Interest Loans program commenced as an expression of interest (EOI) and opened 30 September 2021 and closed 31 January 2022.
- A total of six EOIs, totalling \$102 972 were received, significantly below the proposed \$10 million.
- Based on the EOI responses and advice from the Department, the program will now proceed as a grant program.

TALKING POINTS

- The Tasmanian Government understands and appreciates the significant contribution and benefits sporting clubs make to the Tasmanian community.
- Not only has the impacts of COVID been felt directly by all Tasmanians, but it has also had an impact on our sporting clubs and organisations.
- The Solar Power for Sporting Clubs program's intention is to support our sporting clubs and enable them to have access to solar power, utilising the energy cost savings to provide valuable sports activities for their members and the Tasmanian community.
- Installation of solar power offers immediate benefits to sports clubs and supports Tasmania's achievements as a leader in renewable energy.

- The EOIs received were as follows:

Out of scope

- Total value \$102 972

(*includes a reduction of \$5 000 of additional funds requested by [redacted] as the maximum allowable value for the program is \$20 000)

- All those who expressed an interest in the loan program were assessed by the Department of Communities Tasmania.
- The Department determined that to continue the program as a no interest loan for the small number of recipients was an ineffective use of public funds and recommended that the loan program be converted to a grant.
- The 2021-22 Budget included funding to administer this program, being:
 - 2021-22 \$100 000
 - 2022-23 \$200 000
 - 2023-24 \$200 000
 - 2024-25 \$200 000
- The total budgeted funding of \$700 000 over four years will now be used for the provision of solar power grants.
- The next round of the program will open later in 2022 and sports clubs can apply for a grant of up to \$20 000 to purchase or upgrade a solar power system.
- Grant recipients will be required to contribute 50 per cent of the total cost of the solar power project.

BACKGROUND

- During the 2021 State Election, a \$10 million No Interest Loan program commitment was made for Tasmanian sporting clubs to instal solar power.
- Loans were to be available for terms of up to 5 years with a maximum loan value \$20 000.
- The No Interest Loan program was opened as an EOI to determine the level of interest from eligible organisations. The EOI opened on 30 September 2021 and closed on 31 January 2022.
- The program was significantly undersubscribed with only six expressions of interest being received.
- A number of other organisations also received funding for solar panels under the 2021 Local Communities Facilities Fund including:

Organisation	Project details	Amount
Living Boat Shed	Funding for the supply and installation of solar panels on the Living Boat Shed	\$6 500
Westbury Shooting Club	Installation of solar panels and gas water heating for the Club's kitchen	\$10 000
St Helens RSL	Towards the cost of installing a Solar system in the RSL as part of the Club's expansion plan to reduce carbon emissions	\$25 000
Devonport City Soccer Club	Funding for the purchase and installation of a grid connected PV solar system	\$27 500
Mole Creek Community Shed	Removal of pine trees to allow the installation of grid connected solar panels on the Mole Creek community shed	\$30 000
Railton Neighbourhood House	Towards installation of solar panels and a building extension	\$35 000
Penguin Football Club	Funding for the installation of solar panels on the Club's roof to assist with energy prices	\$50 000

QUESTIONS AND ANSWERS

Why was the NIL program so unsuccessful?

- The intention of the loan program was to offer sports clubs support to achieve energy saving. The changes made to the program continues to offer this support as the original program intended.

- The State Government works closely with our departments, to ensure that programs and support offered to the community address identified needs. We have taken action to adjust this program to support sports clubs and community needs to aid in a strong, active and healthy future for the Tasmanian community.

Released under RTI

Department of Communities Tasmania

Question Time Briefing

Current as at 21 April 2022

Subject: **Football Tasmania - \$10 Million Election Commitment**

Government policy,
election or budget
commitment

\$1.65 million over four years, from 2021-22 to 2024-25, to Football Tasmania

\$10 million facilities upgrade (Valley Road, Lightwood Park, Birch Avenue, Churchill Park)

\$1 million to upgrade Launceston City Football club facilities

\$155 000 to the Glenorchy Knights (Croatia-Glenorchy) Football Club

\$117 500 to Olympia Football Club

\$75 000 to Devonport Soccer Club

KEY MESSAGES

- The Tasmanian Government supports and invests in sport to build healthier and more active communities.
- This recognises the important role sport can play in improving physical and mental health and building community connectedness and social skills.
- The Tasmanian Government is a proud supporter of football in Tasmania, supporting its development through its partnership with Football Tasmania.
- The Government will provide Football Tasmania with \$1.65 million over four years from 2021-22 to support grassroots football and talent development.
- The Government has also committed \$10 million to upgrade football facilities around the State ahead of the 2023 Women's World Cup.

TALKING POINTS

- The Tasmanian Government provided \$350 000 per year to Football Tasmania from 2017-18 to 2020-21.
- In the 2021 Budget, we committed funding of \$1.65 million over four years, being \$300 000 in 2021-22 and \$450 000 from 2022-23 to 2024-25, to support grassroots football development and Football Tasmania's men's and women's Talent Support programs.

- The Government has provided additional funding for football ahead of the 2023 FIFA Women's World Cup. We committed an additional \$300 000 over two years, \$150 000 in 2020-21 and 2021-22, to Football Tasmania to increase the growth and boost the profile of women and girls participating in football in Tasmania, leveraging off the 2023 FIFA Women's World Cup.
- This brought the funding allocated to Football Tasmania to \$500 000 each year from 2020-21, with the 2021 Budget commitment confirming the increased funding until 2024-25.
- The Tasmanian Government has also committed significant funding to the upgrade of football facilities around the State, including \$10 million to Valley Road, Lightwood Park, Birch Avenue and Churchill Park to assist in the bid to host base camps as part of the 2023 Women's World Cup.
- Funding agreements have been finalised with Devonport City Soccer Club for Valley Road, Football Tasmania for Lightwood Park and the Launceston City Council for Birch Avenue and Churchill Park upgrades.
- The first stages of upgrades at Lightwood Park and Valley Road have been completed, with works underway on the next stages.
- The Tasmanian Government has supported the sport and recreation sector through the COVID-19 pandemic and has provided approximately \$3.9 million through four tranches the COVID-19 Sport and Recreation Grants program.
- Football received support from all four tranches of this program, including \$150 000 provided to Football Tasmania through tranche one to assist with the salary costs of 15 of its staff for the period March to August 2020 and to mitigate the loss of income due to the pandemic.

BACKGROUND

Football Tasmania

- Football Tasmania is the governing body for football in Tasmania.
- The funding agreement for the \$500 000 provided annually developed by the Communities, Sport and Recreation Division within the Department of Communities Tasmania with Football Tasmania includes key performance indicators relating to participation, game development, coach development, referee development, governance, integrity/ethics in sport, club development and elite development.

- Tasmania's elite football competitions, conducted on a statewide basis, are the men's National Premier League – Tasmania (men) and the women's Super League.
- In its most recent reporting, Football Tasmania advised it had 22 815 total participants in 2020. This included participants in outdoor football, futsal, school programs and competitions, community events and promotional experiences and social participants.
- Football Tasmania advises that women's football has had a rich history in Tasmania, with the first women's league established in 1977-78.
- Women and girls make up 28 per cent of Tasmania's registered football players, the highest proportion of any State or territory in Australia.
- Football Tasmania goals include improving football infrastructure to increase playing time and continuing to grow the women's game and increasing junior participation in low socio-economic areas.

A-League

- The Tasmanian Government continues to be interested in discussions about opportunities for a Tasmanian A-League team.
- The Tasmanian Government was involved in previous discussions with the proponents of a 2018 bid for a Tasmanian A-League team and continued to work with them until submissions closed.

Department of Communities Tasmania

Question Time Briefing

Current as at 18 February 2022

Subject: **Sport and Recreation Grants (including internal grant processes, major and minor grants)**

Government policy,
election or budget
commitment

Various

KEY MESSAGES

- The Tasmanian Government has a goal to reduce the rate of obesity in Tasmania to below the national average and make Tasmania the state with the healthiest population by 2025.
- The Department of Communities Tasmania administers a range of funding allocations to support sporting organisations and clubs and provide opportunities for Tasmanians to improve their health through physical activity.
- In 2021-22, the Department of Communities Tasmania is delivering six sport and recreation competitive merit-based funding programs, including one loan program, and numerous specific purpose funding agreements to sport and recreation clubs and organisations

TALKING POINTS

- The government provides grants so organisations and clubs can provide opportunities for Tasmanians to improve their health and wellbeing through physical activity.
- The government, through the Department of Communities Tasmania, administers funding allocations in line with best practice grant administration requirements.
- The six sport and recreation competitive grant programs being delivered in 2021-22 are:
 - I. Improving the Playing Field Grants (currently closed) to support building new or upgrading existing facilities to support participation;

2. State Grants (currently closed) to support state sporting organisations, state disability sporting organisations, state active recreation providers and state sector service providers;
 3. National / International Sport Championships (currently open) for national or international sport championships being held in Tasmania;
 4. Sporting Competitions Access Fund (currently open) to assist athletes with disability, enabling them to compete in national or international sporting competitions and allowing them to excel in their chosen sport at the highest possible level.
 5. Sport and Active Recreation Equipment Grants Program (currently closed) provides sport and active recreation clubs with grants of between \$2 000 and \$25 000 to assist with the purchase of additional or replacement equipment.
 6. Solar Power for Sports Clubs - No Interest Loan (Expressions of Interest closed 31 January 2022) of up to \$20 000 over 5 years, aims to offer sports clubs in Tasmania the ability to reduce the electricity costs in the long term and utilise funds normally spent on electricity to sustain other valuable sporting activities
- All successful applicants can be viewed on the Communities Tasmania website.
 - In administering each of these programs, CSR implements best practice grant management which includes appropriate departmental delegate approval, merit-based application processes and fair and transparent assessment.
 - CSR also manages a number of specific purpose funding agreements and election commitments in the sport and recreation portfolio. The selection of the recipients is determined by the Government.

BACKGROUND

Grant processes

- CSR's administration of grant programs meets the requirements of Treasurer's Instruction Grant Management (FC-12) and the Department of Treasury and Finance's *Best Practice Guide for the Administration of Grants* (2013).

Improving the Playing Field Grants

- On 4 June 2020, the Tasmanian Government announced the Improving the Playing Field Grants Program as part of its COVID-19 recovery package.

- The program provides \$15 million over two years (\$5 million in 2020-21 and \$10 million in 2021-22) to assist sporting clubs and associations improve facilities across Tasmania, helping to maintain and build participation rates across all sporting codes.
- The grants program aims to support the sport and recreation sector (including Local Government which owns most of the sport and recreation infrastructure in Tasmania) and the building and construction sector, helping to support and create local jobs and assist with the development/improvement of Tasmania's sporting infrastructure.
- Grants of between \$25 000 and \$250 000 are available with no requirement of the applicant to provide matching funding.
- CSR administer the grants program in two streams, a small grants stream for grants between \$25 000 and \$50 000 and a large grants stream for grants over \$50 000. The 2021-22 program opened on 14 July 2021 and the small grants stream closed on 6 September 2021 and the large grants program closed on 25 October 2021.
- 63 applications were received under the small grants stream with a total value of \$2.1 million, 43 projects received funding totalling \$1 550 713
- 97 applications were received under the large grants stream, with a total value of \$18.6 million. The applications were assessed on 17 February 2022, with outcomes expected to be announced shortly.

State Grants

- The Sport and Recreation State Grants Program offers financial assistance to increase the capacity of state sporting organisations, state disability sporting organisations, state sector service providers and state active recreation providers to administer, develop and promote their sport, active recreation or service in Tasmania
- Funding is provided in four tiers, depending on membership numbers, up to a maximum of \$60 000.
- A total of \$1.15 million was made available through the 2021-22 program which opened on 6 September 2021 and closed on 11 October 2021.
- 36 sport and recreation organisations applied to the program, all of which have been approved to receive a share of the available funding.

National / International Sport Championships Program

- The National / International Sport Championships Program (NISCP) provides grants to eligible organisations to assist in meeting costs associated with hosting a national or international sport championship event within Tasmania.
- The Program aims to promote and develop sport by encouraging national and international level competition in Tasmania.

- A maximum of \$6 000 is available per organisation per sport with total funding of \$40 000 available each year.
- The 2021-22 program opened 16 August 2021 and closes 13 May 2022 or until funding is fully expended.
- To date, a total of \$15 000 has been provided to three organisations to support national championship events staged in Tasmania.

Sporting Competitions Access Fund

- The Sporting Competitions Access Fund (the Fund) provides assistance to athletes with disability, and their coaches and/or carers, enabling them to compete in national or international sporting competitions and allowing them to excel in their chosen sport at the highest possible level.
- Grants for national level selection competitions or selection camps are also considered.
- The sport must be recognised by Sport Australia.
- Athletes in receipt of Tasmanian Institute of Sport scholarship funding are not eligible to apply.
- Applications are assessed on a 'first in' basis. The Fund is opened each financial year until 31 May or until available funds are exhausted.
- The 2021-22 program opened 21 August 2021. To date, \$24 000 of the available \$150 000 allocated to the Program has been provided through the Fund.

Sport and Active Recreation Equipment Grants Program (currently closed)

- The Tasmanian Government acknowledges the impact of COVID-19 and its resulting effects, including spectator restrictions, loss of revenue, postponements and cancellations, on sport and recreation clubs.
- The Program is funded via Community Sport Levy (CSL) funds allocated to Communities, Sport and Recreation to be used for the benefit of sport and recreation clubs in Tasmania.
- Available funding for this program is estimated at \$1.114 million based on revenue forecasts made by the Department of Treasury and Finance.
- The Program provides sport and active recreation clubs with grants of between \$2 000 and \$25 000 to assist with the purchase of additional or replacement equipment.
- Applicants are required to contribute at least 20 per cent of the total cost of purchasing the equipment (the project cost).
- The program opened 7 September 2021 and closed 10 November 2021.
- A total of 203 applications were submitted requesting \$2 317 492.
- Outcomes of the program were announced in late February 2022, with funding totalling \$1 113 074 provided to support 112 applications.

Solar Power for Sports Clubs - No Interest Loan (Expressions of Interest currently open)

- The program aims to offer sports clubs in Tasmania the ability to reduce the electricity costs in the long term and utilise funds normally spent on electricity to sustain other valuable sporting activities.
- During the 2021 State Election, the Tasmanian Government committed \$10 million for Tasmanian sports clubs to apply for no interest loans of up to \$20 000, for up to 5 years.
- Funding is to be made available to approved applicants for the purchase of an accredited solar power system to reduce electricity running costs to the club.
- The program opened initially as an Expression of Interest on 30 September 2021 and closed on 31 January 2022.
- Applications are currently being assessed and outcomes of the process will be advised in due course.

Released under RTI

Department of Communities Tasmania

Question Time Briefing

Current as at 8 February 2022

Subject: **Sport and Recreation 2021 Election Commitments**

Election commitment Helping all Tasmanians Participate in Sport and Physical Activity

KEY MESSAGES

- Sport is the lifeblood of communities across Tasmania. To get more Tasmanians active, regardless of where they live, their age or their circumstances, we are investing more to help more Tasmanians participate in sport and physical activity.
- The Tasmanian Government aims to make Tasmania the healthiest population in Australia by 2025, and to provide high quality and well-planned sport and recreation facilities to enable Tasmanians to be physically active.
- During the 2021 State Election, the Tasmanian Government made over 150 funding commitments to benefit the sport and recreation sector, including assistance to build new or upgrade existing sports facilities, purchase much-needed equipment, or to continue vital community sport and recreation programs.

TALKING POINTS

- In our first 30 days in office, we commenced negotiations with the Northern Tasmanian Netball Association for a partnership to develop a future dedicated netball hub in Northern Tasmania.
- My Department and Infrastructure Tasmania (ITas) are continuing discussions with the NTNA and Netball Tasmania to progress this commitment, including its alignment with current work through ITas to establish Stadiums Tasmania.
- In our first 100 days in office, we:
 - Provided \$40 000 per annum to Bowls Tasmania to ensure Tasmania has its own team in the Bowls Premier league, additionally \$40 000 will be provided to fund the team for the following two years

- Began working with Football Tasmania and its clubs on the \$10 million upgrade to football facilities at four key locations, in preparation for hosting international base camps in 2023.
- We doubled the Ticket to Play vouchers to \$200 and advised sporting clubs and associations of the extended program.
- Launched the guidelines for the Solar Power Sports Club no-interest loan scheme, that commenced as an Expressions of Interest which closed on 31 January 2022.
- Announced the opening date for applications for the 2021-22 Improving the Playing Field Grants Program, with a doubling of the funding for that year. [See QTB Sport and Recreation Grants and Funding Programs D22/5723]

BACKGROUND

Grants administration

- The Communities, Sport and Recreation (CSR) Division within the Department of Communities Tasmania administers election commitment funding arrangements in line with Treasurer's Instruction and best practice grants managements, including formal funding agreements and monitoring and reporting arrangements.

Facilitating grant funding commitments

- After the 2021 State Election, a list of grant recipients to be funded under the Local Communities Facilities Fund (LCFF) was provided to CSR from the Premier's office with the intention to provide funding to as many recipients as possible prior to the end of the 2020-21 financial year. In addition to the list provide by the Premier's Office, commitments have been made to other grant recipients, such as those noted in the 'First 100 Days' made public 4 May 2021.
- CSR manage all election commitments including those on the LCFF list on a single project by project basis and in total to date there are over 150 sport and recreation projects.
- CSR will continue to diligently work through all commitments made to clients. As at 8 February 2022, the majority of these commitments are progressing through the grant process, with 98 grants complete and funding payments made.

Released under RTI



Grant deed

Grant program: 2021 Election Commitment

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania
(Grantor)

and

Northern Midlands Council
(Recipient)

OCS APPROVED TEMPLATE
Grant Docs-Grant deed (short form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Manager, Grants, Sport and Recreation Infrastructure
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Doc Ref: Grant Deed - Northern Midlands Council (Cressy Recreation Ground) - 2021
Election Commitment,DOC

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	4
1.1 Definitions	4
1.2 Interpretation	5
1.3 Headings	6
1.4 No rule of construction applies to disadvantage party	6
1.5 Information Table	6
2 Grant	7
2.1 Agreement to provide Grant	7
2.2 Acknowledgments	7
3 Payment of Grant to Recipient	7
3.1 Method of Grant payment	7
3.2 Conditions affecting Grant payment	7
4 Application of Grant and related matters	7
4.1 Application of Grant for Approved Purpose	7
4.2 Commencement of Approved Purpose	8
4.3 Completion of Approved Purpose	8
4.4 Compliance with Law	8
4.5 Financial records	8
4.6 Notice by Recipient of adverse matters	8
5 Publicity concerning Grant and Approved Purpose	8
6 Repayment of Grant by Recipient	8
6.1 Repayment obligation	8
7 Review, monitoring, audit, reports and related matters	9
7.1 Review, monitoring or audit of Relevant Matters	9
7.2 Reporting	9
8 Representations and warranties	9
8.1 Warranties	9
8.2 No reliance by the Recipient	9
9 Default Events and termination	9
9.1 Default Events	9
9.2 Termination - Default Events	10
10 Special terms and conditions	10
11 GST	11
12 Notices	11
12.1 Notice requirements	11

12.2	Method and address for delivery	12
12.3	Time of receipt	12
13	Miscellaneous	12
13.1	Governing law	12
13.2	Dispute jurisdiction	13
13.3	Entire agreement clause	13
13.4	Liability	13
13.5	Benefit	13
13.6	Severance	13
13.7	Counterparts	13
13.8	Further assurance	13
13.9	No partnership or agency	13
13.10	Legal costs	14
13.11	Amendment	14
13.12	Waiver	14
13.13	Successors and assigns	14
13.14	Rights cumulative	14
13.15	Set-off	14
13.16	No assignment	14
13.17	Disclosure	14
13.18	Determination	15
13.19	Consent and approvals	15
13.20	Doctrine of merger	15
13.21	No interference with executive duties or powers	15
13.22	Surviving provisions and termination	15
	Signing	17
	Annexure A - Acknowledgement of Funding	18

Grant deed

Details and recitals

Date:

11/2/22

Parties:

Name

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania)

Short form name

Grantor

Notice details

C/- Department of Communities,
15 Murray Street, Hobart TAS 7000
Email: csrgrants@communities.tas.gov.au
Attention: Secretary, Department of Communities Tasmania

Name

Northern Midlands Council

ACN/ARBN/ABN

70 695 934 223

Short form name

Recipient

Notice details

PO Box 156, Longford Tas 7301

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1): Approved Purpose for which the Grant is provided
To contribute towards the Cressy Recreation Ground clubroom's roof replacement.
Item 2 (clause 2.1): Grant Amount
The grant amount is for \$45 000 (plus GST if applicable)
Item 3 (clause 3.1): Payment method for the Grant
The Grant is to be paid to the Recipient within 15 Business Days after the date of this Deed by electronic funds transfer to the following account held by the Recipient: Account name: Northern Midlands Council Bank: Commonwealth Bank of Australia Branch: Launceston BSB: Out of scope Account number: [REDACTED]
Item 4 (clause 3.2(a)): Conditions precedent to payment of the Grant
N/A
Item 5 (clause 4.2): Date for commencement of the Approved Purpose
On signing of this grant deed.
Item 6 (clause 4.3): Date for completion of the Approved Purpose
30 June 2022
Item 7 (clause 7.2): Reporting requirements
The Recipient must provide to the Grantor the following reports: (a) Final Report due not later than 29 July 2022: <ul style="list-style-type: none">• A final report detailing the Recipient's progress in carrying out the Approved Purpose from the date of this Deed to the completion of the project;• An income and expenditure statement showing the receipt and disbursement of the grant with respect to the Approved Purpose; and• A signed Grant acquittal declaration.
Item 8 (clause 10): Special terms and conditions
1. Acknowledgement of support Without limiting the generality of clause 5.1, the Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

2. Media/Publicity opportunities

Without limiting the generality of clause 5.3, the Recipient must notify the Grantor at least four weeks prior to the scheduled Media/Publicity opportunities.

3. Permissions and approvals to undertake work

The Recipient must, prior to undertaking any works, obtain all necessary approvals and permits required to lawfully undertake the works to be carried out as part of the Approved Purpose.

4. Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more sources, all remaining funds required for the completion of the Approved Purpose.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a Notice) under this Deed must be:
- (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.

- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

- (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI



Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:



Being a person who has authority to sign this Deed on behalf of the Grantor

*Print name and position:

Witness' signature:



*Witness print name and position:

*Use BLOCK LETTERS

*Witness print address:

out of scope

Execution by the Recipient

The common seal of the **Northern Midlands Council** was hereunto affixed in the presence of:

Common seal



Signature:



Signature:



*Print name and office held:

*Print name and office held:

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the George Town RSL Sub Branch Inc is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.





Grant deed

Grant program: 2021 Election Commitments

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania
(Grantor))

and

Tasmanian Echidnas Volleyball Club
(Recipient)

OCS APPROVED TEMPLATE
Grant Docs-Grant deed (short form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Manager, Grants, Sport and Recreation Infrastructure
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Grant Deed | D21/74016 | Tasmanian Echidnas Volleyball Club - 2021 Election Commitments

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	4
1.1 Definitions	4
1.2 Interpretation	5
1.3 Headings	6
1.4 No rule of construction applies to disadvantage party	6
1.5 Information Table	6
2 Grant	7
2.1 Agreement to provide Grant	7
2.2 Acknowledgments	7
3 Payment of Grant to Recipient	7
3.1 Method of Grant payment	7
3.2 Conditions affecting Grant payment	7
4 Application of Grant and related matters	7
4.1 Application of Grant for Approved Purpose	7
4.2 Commencement of Approved Purpose	8
4.3 Completion of Approved Purpose	8
4.4 Compliance with Law	8
4.5 Financial records	8
4.6 Notice by Recipient of adverse matters	8
5 Publicity concerning Grant and Approved Purpose	8
6 Repayment of Grant by Recipient	8
6.1 Repayment obligation	8
7 Review, monitoring, audit, reports and related matters	9
7.1 Review, monitoring or audit of Relevant Matters	9
7.2 Reporting	9
8 Representations and warranties	9
8.1 Warranties	9
8.2 No reliance by the Recipient	9
9 Default Events and termination	9
9.1 Default Events	9
9.2 Termination - Default Events	10
10 Special terms and conditions	10
11 GST	11
12 Notices	11
12.1 Notice requirements	11

12.2	Method and address for delivery	12
12.3	Time of receipt	12
13	Miscellaneous	12
13.1	Governing law	12
13.2	Dispute jurisdiction	13
13.3	Entire agreement clause	13
13.4	Liability	13
13.5	Benefit	13
13.6	Severance	13
13.7	Counterparts	13
13.8	Further assurance	13
13.9	No partnership or agency	13
13.10	Legal costs	14
13.11	Amendment	14
13.12	Waiver	14
13.13	Successors and assigns	14
13.14	Rights cumulative	14
13.15	Set-off	14
13.16	No assignment	14
13.17	Disclosure	14
13.18	Determination	15
13.19	Consent and approvals	15
13.20	Doctrine of merger	15
13.21	No interference with executive duties or powers	15
13.22	Surviving provisions and termination	15
	Signing	17

Grant deed

Details and recitals

Date: 25/11/2021

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of Communities Tasmania)
Short form name	Grantor
Notice details	C/- Department of Communities Tasmania, 15 Murray Street, Hobart TAS 7000 Email: csrgrants@communities.tas.gov.au Attention: Secretary, Department of Communities Tasmania

Name	Tasmanian Echidnas Volleyball Club
ACN/ARBN/ABN	28 729 188 616
Short form name	Recipient
Notice details	34 North Terrace, LAUDERDALE TAS 7021 Facsimile: Out of scope Email: secretary@echidnavolleyball.com.au Attention Vice President

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To support the Tasmanian Echidnas Volleyball Club's participation in the Australian Volleyball League until June 2023.	
Item 2 (clause 2.1):	Grant Amount
The grant amount is for forty thousand dollars (\$40 000) (plus GST if applicable)	
Item 3 (clause 3.1):	Payment method for the Grant
This Grant is to be paid to the Recipient in one instalment by electronic funds transfer to the following account held by the Recipient:	
Account name:	Tasmanian Echidnas Volleyball Club
Bank:	MyState Bank
Branch:	Hobart
BSB:	Out of scope
Account number:	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
N/A	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date of signing of this Deed.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
30 June 2023	
Item 7 (clause 7.2):	Reporting requirements
The Recipient must provide to the Grantor the following reports:	
(a) A Progress Report, due not later than 31 July 2022 including:	
<ul style="list-style-type: none">• A report detailing the Recipient's progress in carrying out the Approved Purpose; and• An income and expenditure report showing how the grant funds have been expended.	
(b) A Final Report, due not later 31 July 2023 including:	
<ul style="list-style-type: none">• A report detailing the Recipient's completion of the Approved Purpose;• An income and expenditure statement showing how the grant funds have been expended signed by two duly authorised representatives of the Recipient; and• A grant acquittal declaration signed by a duly authorised representative of the Recipient.	
All other reports and documents that the Grantor requires under clause 7.2(b) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.	
The form and substance of each report or other document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be	

satisfactory to the Grantor, acting reasonably.

Item 8 (clause 10): Special terms and conditions

1. Acknowledgement of support

Without limiting the generality of clause 5.1, the Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

2. Media/Publicity opportunities

Without limiting the generality of clause 5.3, the Recipient must notify the Grantor at least four weeks prior to the scheduled Media/Publicity opportunities.

3. Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more sources, all remaining funds required for the completion of the Approved Purpose.

4. Use of the Tasmanian Mark

The Recipient must comply with the requirements set out as follows regarding the use of **Brand Tasmania's Tasmanian mark** on playing attire:

- a.) The Recipient must use the **Tasmanian mark** for the purposes outlined in the Recipient's application to Brand Tasmania; and
- b.) The Recipient must seek approval from Brand Tasmania should the Recipient require to use the **Tasmanian mark** for any other purposes not outlined in the Recipient's application to Brand Tasmania.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.

- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

- (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

Being a person who has authority to sign this Deed on behalf of the Grantor:

*Print name and position:

Witness' signature:
→

*Witness print name and position:

*Witness print address:

*Use BLOCK LETTERS



Signing by Recipient that is an incorporated association

The common seal of the **Recipient** was hereunto affixed by authority of its committee in the presence of:

Common seal:
→



Signature:
→

*Print name and office held:

Signature:
→

*Print name and office held:

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the Tasmanian Echidnas Volleyball Club is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal.

A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to

www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.

SUPPORTED BY



**Tasmanian
Government**



SUPPORTED BY

**Tasmanian
Government**



Grant deed

Grant program: 2021 Election Commitment

The Crown in Right of Tasmania
(represented by the Department of State Growth)
(Grantor)

and

Waratah Wynyard Council
(Recipient)

OCS APPROVED TEMPLATE
Grant Docs-Grant deed (short form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS

Department: State Growth
Contact officer: Manager, Sport and Recreation Infrastructure
Telephone:
Email: grants@sportrec.tas.gov.au

Doc Ref: D21/89120 | Grant Deed - Waratah Wynyard Council (Wynyard Yacht Club Inc) -
Floating Pontoon - 2021 Election Commitment

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	4
1.1 Definitions	4
1.2 Interpretation	5
1.3 Headings	6
1.4 No rule of construction applies to disadvantage party	6
1.5 Information Table	6
2 Grant	7
2.1 Agreement to provide Grant	7
2.2 Acknowledgments	7
3 Payment of Grant to Recipient	7
3.1 Method of Grant payment	7
3.2 Conditions affecting Grant payment	7
4 Application of Grant and related matters	7
4.1 Application of Grant for Approved Purpose	7
4.2 Commencement of Approved Purpose	8
4.3 Completion of Approved Purpose	8
4.4 Compliance with Law	8
4.5 Financial records	8
4.6 Notice by Recipient of adverse matters	8
5 Publicity concerning Grant and Approved Purpose	8
6 Repayment of Grant by Recipient	8
6.1 Repayment obligation	8
7 Review, monitoring, audit, reports and related matters	9
7.1 Review, monitoring or audit of Relevant Matters	9
7.2 Reporting	9
8 Representations and warranties	9
8.1 Warranties	9
8.2 No reliance by the Recipient	9
9 Default Events and termination	9
9.1 Default Events	9
9.2 Termination - Default Events	10
10 Special terms and conditions	10
11 GST	11
12 Notices	11
12.1 Notice requirements	11

12.2	Method and address for delivery	12
12.3	Time of receipt	12
13	Miscellaneous	12
13.1	Governing law	12
13.2	Dispute jurisdiction	13
13.3	Entire agreement clause	13
13.4	Liability	13
13.5	Benefit	13
13.6	Severance	13
13.7	Counterparts	13
13.8	Further assurance	13
13.9	No partnership or agency	13
13.10	Legal costs	14
13.11	Amendment	14
13.12	Waiver	14
13.13	Successors and assigns	14
13.14	Rights cumulative	14
13.15	Set-off	14
13.16	No assignment	14
13.17	Disclosure	14
13.18	Determination	15
13.19	Consent and approvals	15
13.20	Doctrine of merger	15
13.21	No interference with executive duties or powers	15
13.22	Surviving provisions and termination	15
	Signing	17
	Annexure A - Acknowledgement of Funding	18

Grant deed

Details and recitals

Date:

12 / 10 / 22

Parties:

Name

The Crown in Right of Tasmania
(represented by the Department of State Growth)

Short form name

Grantor

Notice details

C/- Department of State Growth
4 Salamanca Place, Hobart TAS 7000
Email: grants@sportrec.tas.gov.au
Attention: Secretary, Department of State Growth

Name

Waratah Wynyard Council

ACN/ARBN/ABN

63 230 661 513

Short form name

Recipient

Notice details

21 Saunders Street Wvnyard TAS 7325

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1): Approved Purpose for which the Grant is provided
Towards the construction of a new floating pontoon at Wynyard Yacht Club's existing Dinghy ramp on the Ingles River.
Item 2 (clause 2.1): Grant Amount
The grant amount is for ninety-four thousand and five hundred dollars (\$94 500) (plus GST if applicable)
Item 3 (clause 3.1): Payment method for the Grant
The grant is to be paid to the Recipient in one lump sum upon the signing of the Deed. Payment will be made by electronic funds transfer to the following account held by the Recipient: Account name: Waratah Wynyard Council Bank: Commonwealth Bank of Australia BSB: Out of scope Account number: [REDACTED]
Item 4 (clause 3.2(a)): Conditions precedent to payment of the Grant
Not Applicable
Item 5 (clause 4.2): Date for commencement of the Approved Purpose
Upon signing of this Deed
Item 6 (clause 4.3): Date for completion of the Approved Purpose
31 January 2023
Item 7 (clause 7.2): Reporting requirements
The Recipient must give to the Grantor: (a) Final Report: a report due no later than 28 February 2023 including: <ul style="list-style-type: none">• A report detailing the completion of the Approved Purpose;• A financial statement detailing income and expenditure, or documented financial evidence, to the satisfaction of the Grantor, to show expenditure of the funds for the Approved Purpose;• A copy of the Recipient's audited financials for the 2022 to 2023 financial year; and• A signed acquittal declaration. All other reports and documents that the Grantor requires under clause 7.2 (b) must be provided by the Recipient within 20 Business Days of the requirement being notified to the

Recipient.

The form and substance of each report or document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.

Item 8 (clause 10): Special terms and conditions

1. Acknowledgement of support

The Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

2. Media/Publicity opportunities

Without limiting the generality of clause 8, the Recipient must notify the Grantor at least four weeks prior to the scheduled Media/Publicity opportunities.

3. Permissions and approvals to undertake work

The Recipient must, prior to undertaking any works, obtain all necessary approvals and permits required to lawfully undertake the works to be carried out as part of the Approved Purpose.

4. Recipient responsible for further funds

Without affecting clause 2.1, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more sources, all remaining funds required for the completion of the Approved Purpose.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.

- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

- (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

Being a person who has authority to sign
this Deed on behalf of the Grantor

*Print
name and
position:

Witness'
signature:
→

*Witness
print
name and
position:

*Use BLOCK LETTERS

*Witness
print address:



Execution by the Recipient

The common seal of the **Waratah Wynyard Council Inc** was hereunto affixed in the presence of:

Common seal:
→



Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: **'the Waratah Wynyard Council is supported by the Tasmanian Government'**.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Sport and Recreation (S&R) prior to publication/promotion. Please contact State Growth on 1800 252 476 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from State Growth.



Released under RTI



Grant deed

Grant program: 2021 Election Commitments

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania
(Grantor)

and

Launceston Pony and Riding Club Inc
(Recipient)

OCS APPROVED TEMPLATE
Grant Deeds-Grant deed (short form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS

Department: Communities Tasmania
Contact officer: Manager, Grants, Sport and Recreation Infrastructure
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Grant Deed | D21/66232 | Launceston Pony and Riding Club Inc – 2021 Election
Commitment

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	4
1.1 Definitions	4
1.2 Interpretation	5
1.3 Headings	6
1.4 No rule of construction applies to disadvantage party	6
1.5 Information Table	6
2 Grant	7
2.1 Agreement to provide Grant	7
2.2 Acknowledgments	7
3 Payment of Grant to Recipient	7
3.1 Method of Grant payment	7
3.2 Conditions affecting Grant payment	7
4 Application of Grant and related matters	7
4.1 Application of Grant for Approved Purpose	7
4.2 Commencement of Approved Purpose	8
4.3 Completion of Approved Purpose	8
4.4 Compliance with Law	8
4.5 Financial records	8
4.6 Notice by Recipient of adverse matters	8
5 Publicity concerning Grant and Approved Purpose	8
6 Repayment of Grant by Recipient	8
6.1 Repayment obligation	8
7 Review, monitoring, audit, reports and related matters	9
7.1 Review, monitoring or audit of Relevant Matters	9
7.2 Reporting	9
8 Representations and warranties	9
8.1 Warranties	9
8.2 No reliance by the Recipient	9
9 Default Events and termination	9
9.1 Default Events	9
9.2 Termination - Default Events	10
10 Special terms and conditions	10
11 GST	11
12 Notices	11
12.1 Notice requirements	11

12.2	Method and address for delivery	12
12.3	Time of receipt	12
13	Miscellaneous	12
13.1	Governing law	12
13.2	Dispute jurisdiction	13
13.3	Entire agreement clause	13
13.4	Liability	13
13.5	Benefit	13
13.6	Severance	13
13.7	Counterparts	13
13.8	Further assurance	13
13.9	No partnership or agency	13
13.10	Legal costs	14
13.11	Amendment	14
13.12	Waiver	14
13.13	Successors and assigns	14
13.14	Rights cumulative	14
13.15	Set-off	14
13.16	No assignment	14
13.17	Disclosure	14
13.18	Determination	15
13.19	Consent and approvals	15
13.20	Doctrine of merger	15
13.21	No interference with executive duties or powers	15
13.22	Surviving provisions and termination	15
	Signing	17

Grant deed

Details and recitals

Date: 22 November 2021

Parties:

Name

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania)

Short form name

Grantor

Notice details

C/- Department of Communities Tasmania,
15 Murray Street, Hobart TAS 7000
Email: csrgrants@communities.tas.gov.au
Attention: Secretary, Department of Communities Tasmania

Name

Launceston Pony and Riding Club Inc

ACN/ARBN/ABN

70 462 522 635

Short form name

Recipient

Notice details

PO Box 608, LAUNCESTON TAS 7250
Telephone: out of scope
Email: out of scope
Attention: President

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
The maintenance and safety upgrades for Launceston Pony and Riding Club Inc's cross-country course in Trevallyn Nature Reserve, and kitchen facilities upgrade in the clubhouse located on Duck Reach Road, Trevallyn Nature Reserve to upgrade the kitchen to a commercial standard.	
Item 2 (clause 2.1):	Grant Amount
The grant amount is for eighty thousand dollars (\$80,000.00) (plus GST if applicable)	
Item 3 (clause 3.1):	Payment method for the Grant
The grant is to be paid to the Recipient in two instalments as follows: <ul style="list-style-type: none">• Instalment 1: a maximum of \$21,390 to be provided within 5 days of signing of the deed, and on provision of a tax invoice for the instalment amount and evidence of approval from Tasmania Parks and Wildlife Service for the maintenance and safety upgrades to the Launceston Pony and Riding Club Inc's cross-country course in Trevallyn Nature Reserve to occur.• Instalment 2: \$58,610, to be provided within 14 days of the Recipient providing approval from Tasmania Parks and Wildlife Service for the the kitchen upgrades to occur. Each instalment of the Grant is to be paid by electronic funds transfer to an account held by the recipient.	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
The release of Instalments 1 and 2 is conditional upon the Recipient meeting the associated conditions outlined in Item 3.	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date for substantial commencement of the Approved Purpose to the satisfaction of the Grantor is the date of signing of this Deed.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
31 December 2022	
Item 7 (clause 7.2):	Reporting requirements
Until all of the Recipient's obligations under this Deed related to the carrying out of the Approved purpose have been performed or discharged, the Recipient must give to the Grantor: <ol style="list-style-type: none">1. Progress Report 1 –due 31 March 2022. A progress report for the period up to 28 February 2022 detailing the progress against the Approved Purpose for which the Grant is provided, and statement of income and expenditure duly signed by the Recipient outlining how the grant was expended.2. Progress Report 2 - due 30 November 2022 for the period 1 March 2022 to 31 October 2022 a progress report detailing the progress against the Approved Purpose for which the Grant is provided, and a statement of income and expenditure duly signed by the Recipient outlining how the grant was expended.	

3. **Final report:** a report due no later than **31 January 2023** including:
- a final report that details completion of the Approved Purpose;
 - an income and expenditure statement outlining the Recipient's use and expenditure of the grant funds duly signed by the Recipient; and
 - a signed acquittal declaration.

Any other reporting as requested by the Grantor within 20 business days.

All other reports and documents that the Grantor requires under clause 7.2(b) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.

The form and substance of each report of document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.

Item 8 (clause 10): Special terms and conditions

1. Permissions and approvals to undertake work

The Recipient must, prior to undertaking any works, obtain all necessary approvals and permits required to lawfully undertake the works to be carried out as part of the Approved Purpose.

2. Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more other sources, all remaining funds required for the completion of the Approved Purpose.

3. Acknowledgement of funding

As per section 5.1, the Recipient must acknowledge the support of the Tasmanian Government, as per Annexure A.

4. Media/Publicity opportunities

Without limiting the generality of clause 5.3, the Recipient must notify the Grantor at least four weeks prior to the scheduled Media/Publicity opportunities.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a Notice) under this Deed must be:
- (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.

- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

- (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:

→

Being a person who has authority to sign this Deed on behalf of the Grantor

*Print name and position:

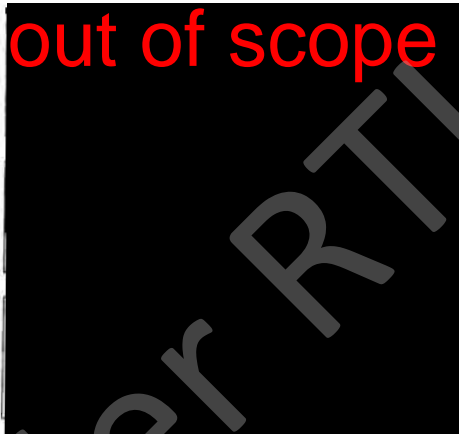
Witness' signature:

→

*Witness print name and position:

*Use BLOCK LETTERS

*Witness print address:



Signing by Recipient that is an incorporated association

The common seal of the Recipient was hereunto affixed by authority of its committee in the presence of:

Common seal →



Signature:

→

Signature:

→

*Print name and office held:

*Print name and office held:

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the Launceston Pony and Riding Club Inc is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.

SUPPORTED BY





**AUTHORITY TO UNDERTAKE WORKS ASSOCIATED WITH CROSS COUNTRY COURSE MAINTENANCE
AT TREVALLYN NATURE RECREATION AREA**

Granted to:

on Behalf of Launceston Pony & Riding Club:

Approval is hereby given for the use of vehicles to drive off a formed road and the cutting of vegetation within Trevallyn Nature Recreation Area for the purpose of maintaining horse jumps and cross country course for approved upcoming events. Approval for works may be undertaken by volunteers of Launceston Pony and Riding Club Inc. under the direction of the club member,

Authority issued in accordance with Regulation 28 of the National Parks and Reserve Management Regulations 2019 this authority is granted to undertake works, subject to the conditions listed below, that would otherwise be prohibited under Regulations 5(2)(c), 5(6)(b), 5(12)(a)(b), and 19(2) of the National Parks and Reserve Management Regulations 2019

Authority or approval valid: From: 1st October 2021 to 1st October 2022

Conditions

1. This Authority only relates to works and activities associated with cross country course maintenance within the leasehold of Launceston Pony and Riding Club in Trevallyn Nature Recreation Area.
2. PWS staff must be notified prior to all works at the Tamar Field Centre 6349 1020.
3. Preparation works must comply with Launceston Pony and Riding Club Licence 21 April 2020 and Trevallyn Nature Recreation Area, Management Plan 2008.
4. Prior to entering Trevallyn Nature Recreation Area, vehicles and/or equipment must be thoroughly cleaned in accordance with the Tasmanian Washdown Guidelines for Weed and Disease Control — Edition 1 April 2004 to prevent *Phytophthora cinnamomi* or weed seed infection.
5. The vehicle operator must have a current drivers licence and comply with all regulations under the Traffic Act.
6. At the discretion of PWS staff, preparation works may be delayed or ceased by an authorised officer if ground conditions are deemed unsuitable and/or the use of machinery is likely to cause unacceptable environmental damage.
7. No other vehicles are permitted off road, unless otherwise authorised in writing by the Parks and Wildlife Service.
8. Chainsaw operator's must hold a current competency for use and abide by relevant code of practice,
9. Chainsaw operator/s must be familiar with the manufacturer's operating manual / specifications and the conditions of its use or as outlined in the Authority.
10. The use, storage and handling of fuel and oil for the chainsaw must comply with relevant legislation, standards and codes of practice to ensure no ground contamination from spillage occurs during refueling.

11. Cutting of vegetation is limited to that which directly obscures riding corridors or overhangs jump infrastructure and is likely to cause a direct hazard to riders within the lease area.
12. No cut or fallen vegetation is to be used for the purpose of lighting a fire. All cut or fallen vegetation must remain within the Trevallyn Nature Recreation Area and be dispersed appropriately to prevent any possible fire hazards.
13. The Authority holder is responsible for ensuring that work activities and machinery do not cause a hazard to the public. Public access to or through the work site must be restricted where equipment is being used.
14. The authority holder must ensure that environmental damage is minimised.
15. This authority, or a copy, must be carried at all times during the undertaking of works associated with this authority and produced if required by an authorised person or an authorised officer under the National Parks and Reserves Management Act 2002 to do so.
16. Persons authorised under this authority must exercise due caution, care and respect for other users of the reserved land to ensure that they are not displaced or have their experience diminished through the exercise of this authority.
17. This authority may be cancelled by notice in writing from the Director of National Parks and Wildlife Tasmania.
18. Contact **out of scope** Ranger-in-Charge, Tamar Field Centre at **out of scope** or **out of scope** if you have any questions regarding this authority.

Disclaimer

Persons entering or conducting activities on reserved land pursuant to this authority do so entirely at their own risk. Liability is not accepted by the State of Tasmania or the Department of Primary Industry, Parks, Water and the Environment for any injury, loss or damage suffered by any such person, whether resulting from negligence or any other cause.

Signed by _____ being the PWS Regional Operations Manager, North
pursuant to an Instrument of Delegation dated 21st December 2019,

Date: 16th September 2021

Your personal information will be used for the primary purpose for which it is collected, and may be disclosed to contractors and agents of the Department of Primary Industry, Parks, Water and Environment (DPIPWE), law enforcement agencies, courts and organisations authorised to collect it.

Your basic personal information may be disclosed to other public sector bodies where necessary for the efficient storage and use of the information. Personal Information will be managed in accordance with the Personal Information Protection Act 2004 and may be accessed by the individual to whom it relates on request to the DPIPWE. You may be charged a fee for this service.



This payment may be made on behalf of
the Department of Health,
the Department of Communities Tasmania,
the Tasmanian Health Service

As At 23/06/2021

Document 11

P.O. Box 125, Hobart Tas 7001
(03) 6166 3864

Cheque / EFT Remittance Advice

EFT 2148411 45,000.00 Posted on 21/06/2021

Creditors Ledger APDCT BRA12400
Creditors Name BRACKNELL FOOTBALL CLUB
PO BOX 74

BRACKNELL TAS 7302

Phone
Fax

BSB No **Out of scope**
Account

Allocated Documents	Date		
	15/06/2021	0001	45,000.00 DCT BRA12400

Released under RTI

BRACKNELL FOOTBALL CLUB INC.

A.B.N. 83 455 339 101

P.O. Box 74
Bracknell 7302

INVOICE

Attention:
Grants Section
Communities, Sport and Recreation
Department of Communities Tasmania
GPO Box 65
Hobart Tas 7001

Invoice No 0001
Date 15.6.2021
Terms : 30 Days

Being for:
2021 Election Commitment

Grant Amount	\$45000
Total Amount Due	\$45000

Direct Deposit Details

Account Name: Bracknell Football Club Inc
Redevelopment Account

Bank: Commonwealth

BSB: Out of scope

Account Number: [REDACTED]

Date 15/06/2021

() Acting Manager, Grants, Sport and Recreation Infrastructure
Communities, Sport and Recreation

Code:

\$45,000.00

THE CROWN IN RIGHT OF TASMANIA
(Represented by the Department of Communities Tasmania)



**Tasmanian
Government**

Grant agreement

This grant agreement comprises the following parts:

- Part A: Grant agreement overview
- Part B: Information Table
- Part C: Glossary of terms
- Part D: Terms and conditions of grant
- Part E: Signing

OCS APPROVED TEMPLATE
Grant Docs-Grant agreement (basic grant) template 3-
2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Communities, Sport and Recreation
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Part A: Grant agreement overview

This agreement is made between the Crown in Right of Tasmania (called the **Grantor**) and the person named in Item 2 of the Information Table (called the **Recipient**).

Pursuant to this agreement the Grantor agrees to provide a monetary grant to the Recipient, and the Recipient agrees to accept the grant.

The terms and conditions of applicable to the grant are out in Part B and Part D.

The agreement is made on the date shown in Part E.

Important Information:

Instruction: The Recipient must sign this agreement before it is signed on behalf of the Grantor. The Recipient will not be entitled to receive the grant until this agreement has been signed and dated on behalf of the Grantor.

Warning: If the Recipient is not an incorporated body, clause 11 in Part D makes the person signing this agreement (on behalf of the Recipient) personally responsible for performing the Recipient's obligations under this agreement.

Part B: Information Table

Item 1: Grant program or reference

2021 Election Commitment

Item 2: Recipient's details

Name:	Clarence District Cricket Club Inc
ACN/ABN:	65 034 419 759
Address:	PO Box 247, Rosny Park Tas 7018
Telephone:	out of scope
Email:	
Attention:	

Item 3: Grant amount

The amount of the grant is forty-seven thousand, seven hundred and twenty-five dollars (\$47 725.00) (plus GST if applicable).

Item 4: Approved Purpose for which the Grant is provided

To contribute towards the renovation of clubrooms to provide a new history museum centre to display memorabilia and trophies.

Item 5: Grant payment method

The Grant is to be paid to the Recipient on the signing of this agreement and provision of an approved Tax Invoice by electronic funds transfer to an account held by the Recipient.

Item 6: Reporting requirements related to use and expenditure of the Grant

No later than one month after the completion of the Approved Purpose (or otherwise as required by the grantor from time to time), the Recipient must provide to the Grantor a brief written report showing the achievements of the project including the receipt, use and expenditure of the Grant.

Item 7: Grantor's address details

Address:	GPO Box 65, Hobart TAS 7001
Telephone:	1800 204 224
Email:	csrgrants@communities.tas.gov.au
Attention:	Communities, Sport and Recreation

Item 8: Special terms and conditions

The following special terms and conditions apply:

- As per Annexure A, the Recipient must acknowledge the Tasmanian Government.
- The Recipient must complete the Approved Purpose by 30 June 2022 or such later date, if any, approved in writing by the Grantor.

Part C: Glossary of terms

In this agreement, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 4 of the Information Table.

Grantor means the Crown in Right of Tasmania.

Grant means the grant paid or to be paid by the Grantor to the Recipient pursuant to clause 2 in Part D.

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this agreement.

Information Table means the table in Part B.

Recipient means the person named in Item 2 of the Information Table as the Recipient.

Relevant Matter means any matter or thing related to any of the following: the performance by the Recipient of its obligations under this agreement; the receipt, use or expenditure of the Grant; the carrying out of the Approved Purpose; any report provided, or to be provided, by the Recipient to the Grantor in accordance with this agreement; any information provided by the Recipient to the Grantor in connection with any application for the Grant.

Part D: Terms and conditions of grant

1 Interpretation

In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other grammatical forms of a defined term have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of the thing;
- (e) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them.
- (f) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a government body, or any other entity;
- (g) a reference to a party includes that party's executor's administrators, successors and permitted assigns and substitutes; and
- (h) mentioning any thing after the words 'includes' 'included' or 'including' does not limit the meaning of any thing mentioned before those words.

Headings do not affect the interpretation of this agreement.

A reference to the Grantor includes any person lawfully acting on behalf of the Grantor.

2 Agreement to provide Grant

Subject to the terms of this agreement, the Grantor will provide to the Recipient a grant in the amount set out in Item 3 of the Information Table for use by the Recipient for the Approved Purpose in accordance with this agreement.

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this agreement or in respect of the Approved Purpose.

3 Payment of Grant

If the Grant is subject to GST, the Grantor is not required to pay the Grant until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 15.

The Grantor will pay the Grant to the Recipient in the manner specified in Item 5 of the Information Table. If no method of payment is specified in Item 5 of the Information Table, the method of payment will be as determined by the Grantor.

4 Application of Grant and related matters

The Recipient must only use the Grant to undertake the Approved Purpose.

The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

The Recipient must comply with all applicable laws in expending the Grant and in carrying out the Approved Purpose.

5 Financial records

The Recipient must keep and maintain proper accounts, records and financial statements, showing the receipt, use and expenditure of the Grant.

The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

6 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7 Reporting

The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 6 of the Information Table.

The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter.

Unless otherwise stated in Item 6 of the Information Table, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause.

8 Publicity concerning Grant and Approved Purpose

The Recipient must comply with any reasonable instructions given by the Grantor concerning publicity by the Recipient regarding the Grant and the Approved Purpose.

9 Repayment obligations

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not the Approved Purpose;
- (c) the Grant – if the Recipient does not promptly complete the carrying out of the Approved Purpose in accordance with this agreement; and
- (d) the Grant – if any information given, or statement made, to the Grantor by the

Recipient or its agents concerning any application for the Grant, is shown to be untrue, incorrect or misleading in any way.

10 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this agreement in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

11 Responsible person

If the Recipient is not an incorporated body, the person signing this agreement for the Recipient is personally responsible for performing all of the Recipient's obligations under this agreement.

12 Confidentiality in relation to this agreement

Despite any confidentiality or intellectual property rights subsisting in this agreement, either party may publish, without reference to the other, all or any part of this agreement.

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13 Notices

The addresses, facsimile numbers and email addresses of the parties for the receipt of any Notice are:

- (a) in the case of the Grantor, as set out in Item 7 of the Information Table or as subsequently notified by the Grantor to the Recipient; and
- (b) in the case of the Recipient, as set out in Item 2 of the Information Table or as subsequently notified by the Recipient to the Grantor.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; sending it by prepaid ordinary post to the party's address; sending it by facsimile transmission to the party's facsimile number; or sending it by email to the party's email address.

In this clause, Notice means a notice or other communication for the purpose of this agreement.

14 Governing law

This agreement is governed by the law of Tasmania.

15 GST

If GST is imposed on any supply made by a party under this agreement, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable, or to be provided by, the recipient under this agreement for that supply, an additional amount equal to the GST payable by the person making the supply for that supply.

The additional amount is to be paid at the same time and in the same manner as the supply to which the GST relates.

16 Special conditions

The special terms and conditions in Item 8 of the Information Table form part of this agreement.

If there is any inconsistency between the special terms and conditions in Item 8 of the Information Table and any another provision of this agreement, the special terms and conditions override the other provision to the extent of the inconsistency.

A special term or condition in Item 8 of the Information Table is taken not to be inconsistent with another provision of this agreement if the special term or condition and the other provision are both capable of being complied with.

17 Miscellaneous

The Recipient must not assign any of its Rights or obligations under this agreement except with the prior written consent of the Grantor.

An obligation or liability on the part of two or more persons binds them jointly and severally.

This agreement may only be amended or supplemented in writing signed by the parties.

Nothing in this agreement:

- (a) constitutes a party to be the partner, agent or legal representative of another party for any purpose; or
- (b) creates, a partnership or joint venture between the parties.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right of the Grantor provided in this agreement is exclusive and independent of each other Right of the Grantor in this agreement, and all other Rights of the Grantor at law or in equity.

In this clause, **Right** includes a right, power, remedy, authority and discretion.

Part E: Signing

Date:

(Date only to be inserted at time of signing by the Grantor)

Signing by Grantor

Signed on behalf of the Grantor by the person named below in the presence of the witness named below:

Signature:

→

A person authorised to sign this agreement on behalf of the Grantor

*Print name:

Witness' signature:

→

out of scope

*Witness print name:

*Use BLOCK LETTERS.

*Witness print address

Signing by Recipient that executes by an authorised representative

Signed on behalf of the Recipient by its authorised representative in the presence of the witness named below:

Signature of agent:

→

And who warrants that he/she has authority to sign as an authorised representative on behalf of the Recipient

*Print name and position:

Witness' signature:

→

out of scope

*Witness print name:

out of scope

*Use BLOCK LETTERS.

*Witness print address:

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the [name of your organisation/project] is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.



THE CROWN IN RIGHT OF TASMANIA
(Represented by the Department of Communities Tasmania)



Grant agreement

This grant agreement comprises the following parts:

- Part A: Grant agreement overview
- Part B: Information Table
- Part C: Glossary of terms
- Part D: Terms and conditions of grant
- Part E: Signing

OCS APPROVED TEMPLATE
Grant Docs-Grant agreement (basic grant) template-3-
2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Communities, Sport and Recreation
Telephone: 1800 204 224
Email: csgrants@communities.tas.gov.au

Part A: Grant agreement overview

This agreement is made between the Crown in Right of Tasmania (called the **Grantor**) and the person named in Item 2 of the Information Table (called the **Recipient**).

Pursuant to this agreement the Grantor agrees to provide a monetary grant to the Recipient, and the Recipient agrees to accept the grant.

The terms and conditions of applicable to the grant are out in Part B and Part D.

The agreement is made on the date shown in Part E.

Important Information:

Instruction: The Recipient must sign this agreement before it is signed on behalf of the Grantor. The Recipient will not be entitled to receive the grant until this agreement has been signed and dated on behalf of the Grantor.

Warning: If the Recipient is not an incorporated body, clause 11 in Part D makes the person signing this agreement (on behalf of the Recipient) personally responsible for performing the Recipient's obligations under this agreement.

Part B: Information Table

Item 1: Grant program or reference	
2021 Election Commitment	
Item 2: Recipient's details	
Name:	New Norfolk District Football Club Inc
ACN/ABN:	88 204 600 863
Address:	PO Box 457, New Norfolk Tas 7140
Telephone:	out of scope
Email:	out of scope
Attention:	
Item 3: Grant amount	
The amount of the grant is thirteen thousand, five hundred dollars (\$13 500.00) (plus GST if applicable).	

Item 4: Approved Purpose for which the Grant is provided

To assist the Recipient with the purchase of new fitness equipment.

Item 5: Grant payment method

The Grant is to be paid to the Recipient on the signing of this agreement and provision of an approved Tax Invoice by electronic funds transfer to an account held by the Recipient.

Item 6: Reporting requirements related to use and expenditure of the Grant

No later than one month after the completion of the Approved Purpose (or otherwise as required by the grantor from time to time), the Recipient must provide to the Grantor a brief written report showing the achievements of the project including the receipt, use and expenditure of the Grant.

Item 7: Grantor's address details

Address:	GPO Box 65, Hobart TAS 7001
Telephone:	1800 204 224
Email:	csrgrants@communities.tas.gov.au
Attention:	Communities, Sport and Recreation

Item 8: Special terms and conditions

The following special terms and conditions apply:

- As per Annexure A, the Recipient must acknowledge the Tasmanian Government.
- The Recipient must complete the Approved Purpose by 31 December 2021 or such later date, if any, approved in writing by the Grantor.

Part C: Glossary of terms

In this agreement, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 4 of the Information Table.

Grantor means the Crown in Right of Tasmania.

Grant means the grant paid or to be paid by the Grantor to the Recipient pursuant to clause 2 in Part D.

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this agreement.

Information Table means the table in Part B.

Recipient means the person named in Item 2 of the Information Table as the Recipient.

Relevant Matter means any matter or thing related to any of the following: the performance by the Recipient of its obligations under this agreement; the receipt, use or expenditure of the Grant; the carrying out of the Approved Purpose; any report provided, or to be provided, by the Recipient to the Grantor in accordance with this agreement; any information provided by the Recipient to the Grantor in connection with any application for the Grant.

Part D: Terms and conditions of grant

1 Interpretation

In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other grammatical forms of a defined term have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of the thing;
- (e) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them.
- (f) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a government body, or any other entity;
- (g) a reference to a party includes that party's executor's administrators, successors and permitted assigns and substitutes; and
- (h) mentioning any thing after the words 'includes' 'included' or 'including' does not limit the meaning of any thing mentioned before those words.

Headings do not affect the interpretation of this agreement.

A reference to the Grantor includes any person lawfully acting on behalf of the Grantor.

2 Agreement to provide Grant

Subject to the terms of this agreement, the Grantor will provide to the Recipient a grant in the amount set out in Item 3 of the Information Table for use by the Recipient for the Approved Purpose in accordance with this agreement.

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this agreement or in respect of the Approved Purpose.

3 Payment of Grant

If the Grant is subject to GST, the Grantor is not required to pay the Grant until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 15.

The Grantor will pay the Grant to the Recipient in the manner specified in Item 5 of the Information Table. If no method of payment is specified in Item 5 of the Information Table, the method of payment will be as determined by the Grantor.

4 Application of Grant and related matters

The Recipient must only use the Grant to undertake the Approved Purpose.

The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

The Recipient must comply with all applicable laws in expending the Grant and in carrying out the Approved Purpose.

5 Financial records

The Recipient must keep and maintain proper accounts, records and financial statements, showing the receipt, use and expenditure of the Grant.

The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

6 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7 Reporting

The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 6 of the Information Table.

The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter.

Unless otherwise stated in Item 6 of the Information Table, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause.

8 Publicity concerning Grant and Approved Purpose

The Recipient must comply with any reasonable instructions given by the Grantor concerning publicity by the Recipient regarding the Grant and the Approved Purpose.

9 Repayment obligations

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not the Approved Purpose;
- (c) the Grant – if the Recipient does not promptly complete the carrying out of the Approved Purpose in accordance with this agreement; and
- (d) the Grant – if any information given, or statement made, to the Grantor by the

Recipient or its agents concerning any application for the Grant, is shown to be untrue, incorrect or misleading in any way.

10 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this agreement in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

11 Responsible person

If the Recipient is not an incorporated body, the person signing this agreement for the Recipient is personally responsible for performing all of the Recipient's obligations under this agreement.

12 Confidentiality in relation to this agreement

Despite any confidentiality or intellectual property rights subsisting in this agreement, either party may publish, without reference to the other, all or any part of this agreement.

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13 Notices

The addresses, facsimile numbers and email addresses of the parties for the receipt of any Notice are:

- (a) in the case of the Grantor, as set out in Item 7 of the Information Table or as subsequently notified by the Grantor to the Recipient; and
- (b) in the case of the Recipient, as set out in Item 2 of the Information Table or as subsequently notified by the Recipient to the Grantor.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; sending it by prepaid ordinary post to the party's address; sending it by facsimile transmission to the party's facsimile number; or sending it by email to the party's email address.

In this clause, Notice means a notice or other communication for the purpose of this agreement.

14 Governing law

This agreement is governed by the law of Tasmania.

15 GST

If GST is imposed on any supply made by a party under this agreement, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable, or to be provided by, the recipient under this agreement for that supply, an additional amount equal to the GST payable by the person making the supply for that supply.

The additional amount is to be paid at the same time and in the same manner as the supply to which the GST relates.

16 Special conditions

The special terms and conditions in Item 8 of the Information Table form part of this agreement.

If there is any inconsistency between the special terms and conditions in Item 8 of the Information Table and any another provision of this agreement, the special terms and conditions override the other provision to the extent of the inconsistency.

A special term or condition in Item 8 of the Information Table is taken not to be inconsistent with another provision of this agreement if the special term or condition and the other provision are both capable of being complied with.

17 Miscellaneous

The Recipient must not assign any of its Rights or obligations under this agreement except with the prior written consent of the Grantor.

An obligation or liability on the part of two or more persons binds them jointly and severally.

This agreement may only be amended or supplemented in writing signed by the parties.

Nothing in this agreement:

- (a) constitutes a party to be the partner, agent or legal representative of another party for any purpose; or
- (b) creates, a partnership or joint venture between the parties.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right of the Grantor provided in this agreement is exclusive and independent of each other Right of the Grantor in this agreement, and all other Rights of the Grantor at law or in equity.

In this clause, **Right** includes a right, power, remedy, authority and discretion.

Part E: Signing

Date:

18/6/21

(Date only to be inserted at time of signing by the Grantor)

Signing by Grantor

Signed on behalf of the Grantor by the person named below in the presence of the witness named below:

Signature:

→

[Signature box]

Witness' signature:

→

A person authorised to sign this agreement on behalf of the Grantor

*Print name:

*Witness print name:

*Use BLOCK LETTERS.

*Witness print address



Signing by Recipient that executes by an authorised representative

Signed on behalf of the Recipient by its authorised representative in the presence of the witness named below:

Signature of agent:

→

[Signature box]

Witness' signature:

→

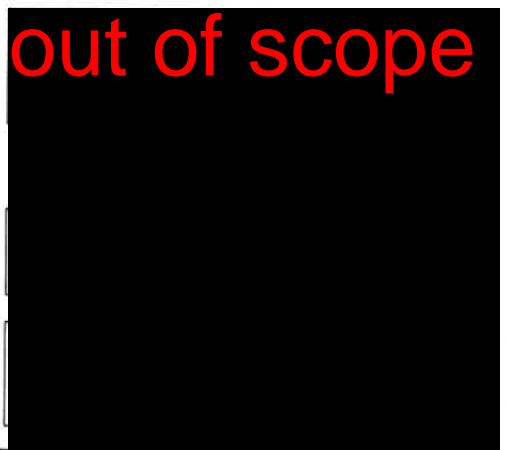
And who warrants that he/she has authority to sign as an authorised representative on behalf of the Recipient

*Print name and position:

*Witness print name:

*Use BLOCK LETTERS.

*Witness print address:



Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the [name of your organisation/project] is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.





Grant deed

2021 Election Commitment

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania
(Grantor)

and

Cradle Coast Outrigger Canoe Club Inc.
(Recipient)

OCS APPROVED TEMPLATE
Grant Docs-Grant deed (short form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS

Department: Communities Tasmania
Contact officer: Manager, Grants, Sport and Recreation Infrastructure
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Doc Ref: D21/36831 | Grant Deed - Cradle Coast Outrigger Canoe Club Inc - 2021 Election Commitment

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	3
1.1 Definitions	3
1.2 Interpretation	4
1.3 Headings	5
1.4 No rule of construction applies to disadvantage party	5
1.5 Information Table	5
2 Grant	6
2.1 Agreement to provide Grant	6
2.2 Acknowledgments	6
3 Payment of Grant to Recipient	6
3.1 Method of Grant payment	6
3.2 Conditions affecting Grant payment	6
4 Application of Grant and related matters	6
4.1 Application of Grant for Approved Purpose	6
4.2 Commencement of Approved Purpose	7
4.3 Completion of Approved Purpose	7
4.4 Compliance with Law	7
4.5 Financial records	7
4.6 Notice by Recipient of adverse matters	7
5 Publicity concerning Grant and Approved Purpose	7
6 Repayment of Grant by Recipient	7
6.1 Repayment obligation	7
7 Review, monitoring, audit, reports and related matters	8
7.1 Review, monitoring or audit of Relevant Matters	8
7.2 Reporting	8
8 Representations and warranties	8
8.1 Warranties	8
8.2 No reliance by the Recipient	8
9 Default Events and termination	8
9.1 Default Events	8
9.2 Termination - Default Events	9
10 Special terms and conditions	9
11 GST	10
12 Notices	10
12.1 Notice requirements	10

12.2	Method and address for delivery	11
12.3	Time of receipt	11
13	Miscellaneous	11
13.1	Governing law	11
13.2	Dispute jurisdiction	12
13.3	Entire agreement clause	12
13.4	Liability	12
13.5	Benefit	12
13.6	Severance	12
13.7	Counterparts	12
13.8	Further assurance	12
13.9	No partnership or agency	12
13.10	Legal costs	13
13.11	Amendment	13
13.12	Waiver	13
13.13	Successors and assigns	13
13.14	Rights cumulative	13
13.15	Set-off	13
13.16	No assignment	13
13.17	Disclosure	13
13.18	Determination	14
13.19	Consent and approvals	14
13.20	Doctrine of merger	14
13.21	No interference with executive duties or powers	14
13.22	Surviving provisions and termination	14
	Signing	16

Grant deed

Details and recitals

Date:

28/6/21

Parties:

Name

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania)

Short form name

Grantor

Notice details

C/- Department of Communities Tasmania,
15 Murray Street, Hobart TAS 7000
Email: csrgrants@communities.tas.gov.au
Attention: Secretary, Department of Communities Tasmania

Name

Cradle Coast Outrigger Canoe Club Inc

ACN/ARBN/ABN

41 303 144 750

Short form name

Recipient

Notice details

PO Box 1042, BURNIE TAS 7320
Telephone: **out of scope**
Email: **out of scope**
Attention:

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To contribute towards the purchase of two (2) new Matahinas OC6 canoes, two (2) secondhand Mirages OC6 canoes and boat fitout costs.	
Item 2 (clause 2.1):	Grant Amount
The grant amount is for seventy eight thousand dollars (\$78,000.00) (plus GST if applicable)	
Item 3 (clause 3.1):	Payment method for the Grant
The grant is to be paid to the Recipient within 10 Business Days after the date of this deed by electronic funds transfer to an account held by the Recipient.	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
Nil	
Item 5 (clause 4.2):	Date for commencement of the Approved Purpose
The date for substantial commencement of the Approved Purpose to the satisfaction of the Grantor is the date of signing of this Deed.	
Item 6 (clause 4.3):	Date for completion of the Approved Purpose
30 June 2022	
Item 7 (clause 7.2):	Reporting requirements
<p>Until all of the Recipient's obligations under this Deed related to the carrying out of the Approved purpose have been performed or discharged, the Recipient must give to the Grantor:</p> <p>Final report: a report due no later than 31 July 2022 including:</p> <ul style="list-style-type: none">• A final report that details completion of the Approved Purpose;• An income and expenditure statement outlining the Recipient's use and expenditure of the grant funds; and• A signed acquittal declaration. <p>Any other reporting as requested by the Grantor within 20 business days.</p> <p>All other reports and documents that the Grantor requires under clause 7.2(b) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.</p> <p>The form and substance of each report of document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.</p>	
Item 8 (clause 10):	Special terms and conditions
As per section 5.1, the Recipient must acknowledge the support of the Tasmanian Government, as per Annexure A.	

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 9.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;

- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent)**: If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events)**: The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice)**: If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

4.2 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

4.3 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

4.4 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.5 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

4.6 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

6 Repayment of Grant by Recipient

6.1 Repayment obligation

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
 - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
 - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
 - (iii) a Default Event occurs.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

8 Representations and warranties

8.1 Warranties

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

8.2 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

9 Default Events and termination

9.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
 - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

9.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

10 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

11 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

12 Notices

12.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a Notice) under this Deed must be:
- (i) in legible writing in the English language;
 - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 12.2.

- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

12.2 Method and address for delivery

- (a) Subject to clause 12.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

12.3 Time of receipt

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

13 Miscellaneous

13.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

13.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

13.3 Entire agreement clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

13.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

13.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

13.6 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

13.7 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

13.8 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

13.9 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;

- (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

13.10 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

13.11 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

13.12 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

13.13 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

13.14 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

13.15 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

13.16 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

13.17 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13.18 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

13.19 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

13.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

13.21 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

13.22 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature: →

Being a person who has authority to sign this Deed on behalf of the Grantor

*Print name and position:

Witness' signature: → 

*Witness print name and position:

*Use BLOCK LETTERS

*Witness print address:

Signing by Recipient that is an incorporated association

The common seal of the Recipient was hereunto affixed by authority of its committee in the presence of:



Signature: →

Signature: →

*Print name and office held:

*Print name and office held:

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the [Name of Organisation/Project] is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.

SUPPORTED BY



THE CROWN IN RIGHT OF TASMANIA
(Represented by the Department of Communities Tasmania)



Tasmanian
Government

Grant agreement

This grant agreement comprises the following parts:

- Part A: Grant agreement overview
- Part B: Information Table
- Part C: Glossary of terms
- Part D: Terms and conditions of grant
- Part E: Signing

OCS APPROVED TEMPLATE
Grant Docs-Grant agreement (basic grant) template-3-
2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Communities, Sport and Recreation
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Part A: Grant agreement overview

This agreement is made between the Crown in Right of Tasmania (called the **Grantor**) and the person named in Item 2 of the Information Table (called the **Recipient**).

Pursuant to this agreement the Grantor agrees to provide a monetary grant to the Recipient, and the Recipient agrees to accept the grant.

The terms and conditions of applicable to the grant are out in Part B and Part D.

The agreement is made on the date shown in Part E.

Important Information:

Instruction: The Recipient must sign this agreement before it is signed on behalf of the Grantor. The Recipient will not be entitled to receive the grant until this agreement has been signed and dated on behalf of the Grantor.

Warning: If the Recipient is not an incorporated body, clause 11 in Part D makes the person signing this agreement (on behalf of the Recipient) personally responsible for performing the Recipient's obligations under this agreement.

Part B: Information Table

Item 1: Grant program or reference	
2021 Election Commitment	
Item 2: Recipient's details	
Name:	Bracknell Football Club Inc
ACN/ABN:	83 455 339 101
Address:	PO Box 74, BRACKNELL TAS 7302
Telephone:	out of scope
Email:	
Attention:	
Item 3: Grant amount	
The amount of the grant is forty-five thousand dollars (\$45,000.00) (plus GST if applicable).	

Item 4: Approved Purpose for which the Grant is provided

To contribute towards the purchase and installation of netting behind the goal ends at Bracknell Recreation Ground.

Item 5: Grant payment method

The Grant is to be paid to the Recipient on the signing of this agreement and provision of an approved Tax Invoice by electronic funds transfer to an account held by the Recipient.

Item 6: Reporting requirements related to use and expenditure of the Grant

No later than one month after the completion of the Approved Purpose (or otherwise as required by the grantor from time to time), the Recipient must provide to the Grantor a brief written report showing the achievements of the project including the receipt, use and expenditure of the Grant.

Item 7: Grantor's address details

Address:	GPO Box 65, Hobart TAS 7001
Telephone:	1800 204 224
Email:	csrgrants@communities.tas.gov.au
Attention:	Communities, Sport and Recreation

Item 8: Special terms and conditions

The following special terms and conditions apply:

- As per Annexure A, the Recipient must acknowledge the Tasmanian Government.
- The Recipient must complete the Approved Purpose by 30 June 2022 or such later date, if any, approved in writing by the Grantor.

Part C: Glossary of terms

In this agreement, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 4 of the Information Table.

Grantor means the Crown in Right of Tasmania.

Grant means the grant paid or to be paid by the Grantor to the Recipient pursuant to clause 2 in Part D.

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this agreement.

Information Table means the table in Part B.

Recipient means the person named in Item 2 of the Information Table as the Recipient.

Relevant Matter means any matter or thing related to any of the following: the performance by the Recipient of its obligations under this agreement; the receipt, use or expenditure of the Grant; the carrying out of the Approved Purpose; any report provided, or to be provided, by the Recipient to the Grantor in accordance with this agreement; any information provided by the Recipient to the Grantor in connection with any application for the Grant.

Part D: Terms and conditions of grant

1 Interpretation

In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other grammatical forms of a defined term have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of the thing;
- (e) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them.
- (f) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a government body, or any other entity;
- (g) a reference to a party includes that party's executor's administrators, successors and permitted assigns and substitutes; and
- (h) mentioning any thing after the words 'includes' 'included' or 'including' does not limit the meaning of any thing mentioned before those words.

Headings do not affect the interpretation of this agreement.

A reference to the Grantor includes any person lawfully acting on behalf of the Grantor.

2 Agreement to provide Grant

Subject to the terms of this agreement, the Grantor will provide to the Recipient a grant in the amount set out in Item 3 of the Information Table for use by the Recipient for the Approved Purpose in accordance with this agreement.

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this agreement or in respect of the Approved Purpose.

3 Payment of Grant

If the Grant is subject to GST, the Grantor is not required to pay the Grant until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 15.

The Grantor will pay the Grant to the Recipient in the manner specified in Item 5 of the Information Table. If no method of payment is specified in Item 5 of the Information Table, the method of payment will be as determined by the Grantor.

4 Application of Grant and related matters

The Recipient must only use the Grant to undertake the Approved Purpose.

The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

The Recipient must comply with all applicable laws in expending the Grant and in carrying out the Approved Purpose.

5 Financial records

The Recipient must keep and maintain proper accounts, records and financial statements, showing the receipt, use and expenditure of the Grant.

The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

6 Review, monitoring or audit of Relevant Matters

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

7 Reporting

The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 6 of the Information Table.

The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter.

Unless otherwise stated in Item 6 of the Information Table, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause.

8 Publicity concerning Grant and Approved Purpose

The Recipient must comply with any reasonable instructions given by the Grantor concerning publicity by the Recipient regarding the Grant and the Approved Purpose.

9 Repayment obligations

The Recipient must repay to the Grantor on demand in writing by the Grantor:

- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not the Approved Purpose;
- (c) the Grant – if the Recipient does not promptly complete the carrying out of the Approved Purpose in accordance with this agreement; and
- (d) the Grant – if any information given, or statement made, to the Grantor by the

Recipient or its agents concerning any application for the Grant, is shown to be untrue, incorrect or misleading in any way.

10 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this agreement in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

11 Responsible person

If the Recipient is not an incorporated body, the person signing this agreement for the Recipient is personally responsible for performing all of the Recipient's obligations under this agreement.

12 Confidentiality in relation to this agreement

Despite any confidentiality or intellectual property rights subsisting in this agreement, either party may publish, without reference to the other, all or any part of this agreement.

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13 Notices

The addresses, facsimile numbers and email addresses of the parties for the receipt of any Notice are:

- (a) in the case of the Grantor, as set out in Item 7 of the Information Table or as subsequently notified by the Grantor to the Recipient; and
- (b) in the case of the Recipient, as set out in Item 2 of the Information Table or as subsequently notified by the Recipient to the Grantor.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; sending it by prepaid ordinary post to the party's address; sending it by facsimile transmission to the party's facsimile number; or sending it by email to the party's email address.

In this clause, **Notice** means a notice or other communication for the purpose of this agreement.

14 Governing law

This agreement is governed by the law of Tasmania.

15 GST

If GST is imposed on any supply made by a party under this agreement, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable, or to be provided by, the recipient under this agreement for that supply, an additional amount equal to the GST payable by the person making the supply for that supply.

The additional amount is to be paid at the same time and in the same manner as the supply to which the GST relates.

16 Special conditions

The special terms and conditions in Item 8 of the Information Table form part of this agreement.

If there is any inconsistency between the special terms and conditions in Item 8 of the Information Table and any another provision of this agreement, the special terms and conditions override the other provision to the extent of the inconsistency.

A special term or condition in Item 8 of the Information Table is taken not to be inconsistent with another provision of this agreement if the special term or condition and the other provision are both capable of being complied with.

17 Miscellaneous

The Recipient must not assign any of its Rights or obligations under this agreement except with the prior written consent of the Grantor.

An obligation or liability on the part of two or more persons binds them jointly and severally.

This agreement may only be amended or supplemented in writing signed by the parties.

Nothing in this agreement:

- (a) constitutes a party to be the partner, agent or legal representative of another party for any purpose; or
- (b) creates, a partnership or joint venture between the parties.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right of the Grantor provided in this agreement is exclusive and independent of each other Right of the Grantor in this agreement, and all other Rights of the Grantor at law or in equity.

In this clause, **Right** includes a right, power, remedy, authority and discretion.

Part E: Signing

Date:

(Date only to be inserted at time of signing by the Grantor)

Signing by Grantor

Signed on behalf of the Grantor by the person named below in the presence of the witness named below:

Signature:

→

A person authorised to sign this agreement on behalf of the Grantor

*Print name:

Witness' signature:

→



*Witness print name:

*Witness print address

*Use BLOCK LETTERS.

Signing by Recipient that executes by an authorised representative

Signed on behalf of the Recipient by its authorised representative in the presence of the witness named below:

Signature of agent:

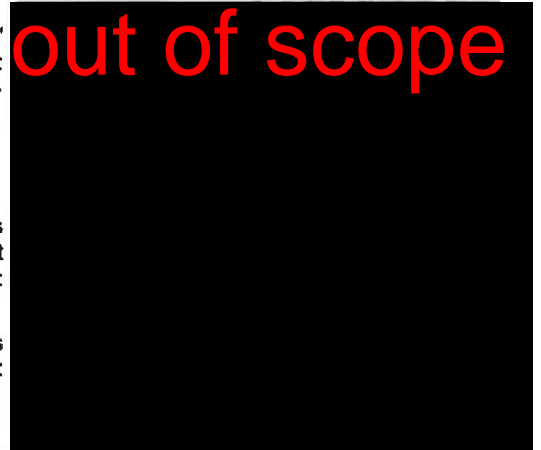
→

And who warrants that he/she has authority to sign as an authorised representative on behalf of the Recipient

*Print name and position:

Witness' signature:

→



*Witness print name:

*Witness print address:

*Use BLOCK LETTERS.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the [name of your organisation/project] is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.

SUPPORTED BY



Tasmanian
Government



SUPPORTED BY

Tasmanian
Government



Tasmanian
Government

Department of Communities Tasmania
COMMUNITIES, SPORT AND RECREATION

Executive Building, Level 4, 15 Murray Street HOBART TAS 7000
GPO Box 65 HOBART TAS 7001 Australia
Ph 1800 204 224
Email csrgrants@communities.tas.gov.au
Web www.communities.tas.gov.au

23 June 2022

Member/Grants Coordinator
Bracknell Football Club Inc

out of scope

Dear

I refer to the Grant Agreement dated 16 June 2021 between the Crown in Right of Tasmania (Crown) and Bracknell Football Club Inc (Recipient) of \$45 000.00 (plus GST if applicable) to contribute towards the purchase and installation of netting behind the goals at the Bracknell Recreation Ground.

I confirm that the Crown agrees to vary the Approved Purpose to include "purchase of commercial equipment and upgrade club facilities" and the date for completion of approved purpose (refer Item 8) from "30 June 2022" to "31 December 2022".

Please confirm the Recipient's agreement to the above variation by signing and returning to me this letter.

Should you have any queries, please contact CSR at csrgrants@communities.tas.gov.au or on 1800 204 224.

Yours sincerely

Acting Manager
Grants, Sport and Recreation Infrastructure

Acceptance

The Recipient hereby agrees to the variation of the Approved purpose as set out above.

Signature:

Date: 23/6/22

Print Name:

Position Held: *Committee Member Bracknell Football Club,
Grants Coordinator.*



Grant deed

Grant program: 2021 Election Commitments

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania)
(Grantor)

and

Devonport City Soccer Club Inc
(Recipient)

DCS APPROVED TEMPLATE
Grant Docs-Grant deed (long form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Manager, Grants, Sport and Recreation Infrastructure
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Document ref: D21/76785 | Grant Deed - Devonport City Strikers Football Club (Football Federation Tasmania) - 2021 Election Commitment

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	5
1.1 Definitions	5
1.2 Interpretation	6
1.3 Headings	8
1.4 No rule of construction applies to disadvantage party	8
1.5 Information Table	8
2 Grant	8
2.1 Agreement to provide Grant	8
2.2 Acknowledgments	8
3 Payment of Grant to Recipient	8
3.1 Method of Grant payment	8
3.2 Conditions affecting Grant payment	9
3.3 Grant Account	9
4 Application of Grant and related matters	10
4.1 Application of Grant for Approved Purpose	10
4.2 Restrictions on use of Grant	10
4.3 No conflict	11
4.4 Commencement of Approved Purpose	11
4.5 Completion of Approved Purpose	11
4.6 Compliance with Law	11
4.7 Carrying out activity	11
4.8 Contractors	11
4.9 Outcomes	11
4.10 Financial records	12
4.11 Grant not to be used as security	12
4.12 Notice by Recipient of adverse matters	12
5 Publicity concerning Grant and Approved Purpose	12
5.1 Acknowledgement	12
5.2 Publicity	13
5.3 Official launch and major announcements	13
6 Repayment of Grant by Recipient	13
6.1 Repayment of any unexpended part of Grant	13
6.2 Repayment for incorrect use of Grant	13
6.3 Repayment of Grant - other circumstances	13
6.4 Recipient must comply with notice	13
6.5 Interpretation	14
7 Review, monitoring, audit, reports and related matters	14
7.1 Review, monitoring or audit of Relevant Matters	14
7.2 Reporting	14

8	Indemnities	15
8.1	Indemnities from Recipient	15
8.2	Continuing obligation	15
9	Insurance	15
9.1	Application	15
9.2	Recipient to insure	15
9.3	Grantor to be named as principal	16
9.4	Recipient to notify Grantor	16
9.5	Protection of insurance	16
9.6	Policy documents	16
10	Representations and warranties	16
10.1	Warranties	16
10.2	Survival and repetition of representations and warranties	18
10.3	No reliance by the Recipient	18
11	Default Events, termination, scope reduction and suspension	18
11.1	Default Events	18
11.2	Termination - Default Events	19
11.3	Termination for convenience	19
11.4	Reduction in scope of Approved Purpose	20
11.5	Suspension of payment of Grant (or instalment of Grant)	20
12	Special terms and conditions	21
13	GST	21
14	Dispute resolution	22
14.1	Application	22
14.2	Negotiation	22
14.3	Status of negotiations	22
14.4	Further action	22
14.5	Continuation of performance	22
14.6	Injunctive and other discretionary relief	22
15	Notices	23
15.1	Notice requirements	23
15.2	Method and address for delivery	23
15.3	Time of receipt	23
15.4	Other modes or places of service	24
16	Miscellaneous	24
16.1	Governing law	24
16.2	Dispute jurisdiction	24
16.3	Entire agreements clause	24
16.4	Liability	24
16.5	Benefit	24
16.6	Compliance with obligations	24
16.7	Severance	25
16.8	Counterparts	25
16.9	Further assurance	25
16.10	Business Days	25
16.11	No partnership or agency	25

16.12	Legal costs	25
16.13	Amendment	25
16.14	Waiver	25
16.15	Successors and assigns	26
16.16	Rights cumulative	26
16.17	Set-off	26
16.18	No assignment	26
16.19	Disclosure	26
16.20	Determination	26
16.21	Consent and approvals	26
16.22	Doctrine of merger	27
16.23	Minister or State of Tasmania expressed to be party	27
16.24	No interference with executive duties or powers	27
16.25	Surviving provisions and termination	27
	Signing	29
	Annexure A - Acknowledgement of Funding	30
	Annexure B – Approved Plan and Outcomes	31

Grant deed

Details and recitals

Date: 11 January 2022

Parties:

Name **The Crown in Right of Tasmania**
(represented by the Department of Communities Tasmania)
Short form name **Grantor**
Notice details C/- Department of Communities Tasmania,
15 Murray Street, Hobart TAS 7000
Email: csrgrants@communities.tas.gov.au
Attention: Secretary, Department of Communities Tasmania

Name **Devonport City Soccer Club Inc**
ACN/ARBN/ABN 20 504 408 045
Short form name **Recipient**
Notice details 35 Oldaker Street, DEVONPORT TAS 7310, Australia
Email: **out of scope**
Attention:

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1): Approved Purpose for which the Grant is provided
Toward the upgrade of the Valley Road facility including upgrades to current club rooms, lighting and replacement of existing grandstand.

Item 2 (clause 2.1): Grant Amount
The grant amount is for three million dollars (\$3 000 000) (GST exclusive).

Item 3 (clause 3.1): Payment method for the Grant
The Grant is to be paid to the Recipient in three instalments as follows: <ul style="list-style-type: none">• Instalment 1: \$550 000 not later than 10 Business Days after the date of this Deed.• Instalment 2: \$1 450 000 not later than 10 Business Days after the Recipient satisfies the Grantor of the conditions precedent outlined in Item 4.• Instalment 3: \$1 000 000 not earlier than 1 July 2022 and after the Recipient satisfies the Grantor of the conditions precedent outlined in Item 4. Each instalment of the Grant is to be paid by electronic funds transfer to the account referred to in Item 5 (clause 3.3).

Item 4 (clause 3.2(a)): Conditions precedent to payment of the Grant
Condition precedent to the payment of Instalment 2 of the Grant <p>Instalment 2 of the Grant funds will be released upon the Recipient providing to the satisfaction of the Grantor the following documents:</p> <ul style="list-style-type: none">• Confirmation of final costing and plans for Stage 2;• An updated project timeline; and• An approved Tax Invoice for the instalment amount. Condition precedent to the payment of Instalment 3 of the Grant <p>Instalment 3 of the Grant funds will be released not before 1 July 2022 and following the recipient fulfilling the conditions precedent to the payment of Instalment 2 of the Grant.</p>

Item 5 (clause 3.3): Grant Account
Clause 3.3 is applicable. The Grant Account is as follows: Account name: Devonport City Soccer Club Bank: Commonwealth Bank BSB: Out of scope Account number: [REDACTED]

Item 6 (clause 4.1(d)): Agreed Plan for carrying out the Approved Purpose
The Agreed Plan for the carrying out of the Approved Purpose is set out in Annexure B.

Item 7 (clause 4.1(e)): Agreed Budget for carrying out the Approved Purpose

Project Budget	
Project component:	Grant Amount \$
Construction of project	
Stage 1 – (Upgrade of Current Facilities)	550 000
Stage 2 - (Replacement of current Grandstand and Lighting)	2 450 000
Total:	3 000 000

Item 8 (clause 4.4): Date for commencement of the Approved Purpose

The date of this Deed.

Item 9 (clause 4.4): Date for completion of the Approved Purpose

30 June 2023

Item 10 (clause 4.9(a)): Outcomes

The Recipient must achieve the outcomes described in column 2 of the table in Annexure B, each in relation to the corresponding deliverables set out in column 1 of the table.

Item 11 (clause 7.2): Reporting requirements

The Recipient must give to the Grantor:

- (a) Progress Report 1: a report due no later than 31 March 2022 comprising:
 - A report detailing progress towards the Approved Purpose, including use and expenditure of the grant funds;
 - An updated project timeline; and
 - A confirmation of final plan costs for Stage 2 of the project.
- (b) Progress Report 2: a report due no later than 31 December 2022 comprising:
 - A report detailing progress towards the Approved Purpose, including use and expenditure of the grant funds.
- (c) Final report: a report due no later than 31 July 2023 comprising:
 - A report detailing progress towards the Approved Purpose;
 - An independently audited financial statement detailing use and expenditure of the Grant funds; and
 - A signed acquittal declaration by a duly authorised representative of the Recipient.

All other reports and documents that the Grantor requires under clause 7.2(b) must be provided by the Recipient within 20 Business Days of the requirement being notified to the Recipient.

The form and substance of each report or document (including each document submitted with, or as part of, a report) provided by the Recipient to the Grantor under this Deed must be satisfactory to the Grantor, acting reasonably.

Item 12 (clause 9): Insurance

Clause 9 is applicable. The amount of insurance required for the purposes of clause 9.2 (a) is \$10,000,000.00

Item 13 (clause 12): Special terms and conditions

1. Further definitions

In this Deed:

Stage 1 means the planned upgrade to current clubrooms.

Stage 2 means the lighting upgrades and replacement of the existing Grandstand.

Project Timeline means the planned timeline for completion of Stages 1 and 2 of the Valley Road project.

2. Acknowledgement of support

Without limiting the generality of clause 5.1, the Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

3. Permissions and approvals to undertake work

The Recipient must, prior to undertaking any works, obtain all necessary approvals and permits required to lawfully undertake the works to be carried out as part of the Approved Purpose.

4. Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more sources, all remaining funds required for the completion of the Approved Purpose.

5. Media/Publicity opportunities

Without limiting the generality of clause 5.3, the Recipient must notify the Grantor at least four weeks prior to the scheduled Media/Publicity opportunities.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 11.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grant Account has the meaning in clause 3.3.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Personnel means any person who is an officer, employee, agent, or professional advisor of the Recipient.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

Security Interest means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Payment of Grant instalments linked to performance):** If:
 - (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
 - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 13.

3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
 - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
 - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (**Agreed Budget**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

4.6 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.7 Carrying out activity

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

4.8 Contractors

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

4.9 Outcomes

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
 - (i) ensure that it achieves all of the Outcomes;

- (ii) provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.10 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.10 survives the termination of this Deed.

4.11 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.12 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

5.1 Acknowledgement

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

5.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

5.3 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, **Specified Event** means:
 - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
 - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

6 Repayment of Grant by Recipient

6.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

6.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

6.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

6.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

6.5 Interpretation

Nothing in this clause 6 limits the generality of any thing else in this clause.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 11.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 11, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

8 Indemnities

8.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,

arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;

- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

8.2 Continuing obligation

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

9 Insurance

9.1 Application

This clause 9 applies if Item 12 states that this clause applies.

9.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:

- (i) personal injury to, or death of, any person; and
- (ii) loss or damage to the property of any person,

for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.

- (b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

10 Representations and warranties

10.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;
- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
- (i) any applicable Law or any order or ruling of a Government Body;

- (ii) any agreement binding on the Recipient;
 - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
 - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
 - (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (g) **(information)**: all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
 - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;
 - (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
 - (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:

- (A) are current and have not been amended, altered or revoked in any way; and
- (B) contain all of the terms of the trust; and
- (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

10.3 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

11 Default Events, termination, scope reduction and suspension

11.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach)**: If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events)**: If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));

- (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
 - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

11.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 15.3 (or any later date specified in the notice).

11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
 - (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and
 - (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.

- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

11.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - (ii) subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

11.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):
 - (i) operates on and from the date of the Suspension Notice; and
 - (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:

- (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

13 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 13 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

14 Dispute resolution

14.1 Application

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

14.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

14.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:
- (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 14.3(a):
- (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

14.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

14.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

14.6 Injunctive and other discretionary relief

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

15 Notices

15.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

15.2 Method and address for delivery

- (a) Subject to clause 15.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

15.3 Time of receipt

- (a) Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

- (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

15.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

16 Miscellaneous

16.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

16.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

16.3 Entire agreements clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 16.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

16.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

16.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

16.6 Compliance with obligations

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

- (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

16.7 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

16.8 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

16.9 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

16.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

16.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

16.12 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

16.13 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

16.14 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.

- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

16.15 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

16.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

16.17 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

16.18 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

16.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

16.20 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

16.21 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.

- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

16.22 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

16.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

16.24 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

16.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 16.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature: →

Being a person who has authority to sign this Deed on behalf of the Grantor

*Print name and position:

Witness' signature: →

*Witness print name and position:

*Use BLOCK LETTERS

*Witness print address:



Execution by the Recipient

The common seal of the **Recipient** was hereunto affixed in the presence of:

Common seal: →



Signature: →

*Print name and office held:

Signature: →

*Print name and office held:

*Use BLOCK LETTERS

Note: If the Recipient has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Recipient or any other person the committee has appointed for that purpose.

Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purpose including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: Devonport City Strikers Football Club is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.

SUPPORTED BY



**Tasmanian
Government**



SUPPORTED BY

**Tasmanian
Government**

Annexure B – Approved Plan and Outcomes

	Outcomes	Outcomes	Estimated Cost \$	Due
1	Completion of Stage 1	Upgrade of Current Facilities	550 000	31 March 2022
2	Completion of Stage 2	Upgrade of Current Facilities	2 450 000	30 June 2023

Released under RTI



Grant deed

Grant program: 2021 Election Commitments

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania)
(Grantor)

and

Launceston City F C Inc
(Recipient)

OCS APPROVED TEMPLATE
Grant Docs-Grant deed (long form) template-3-2014-AU
(December 2014)

REFERENCE AND CONTACT DETAILS
Department: Communities Tasmania
Contact officer: Manager, Grants, Sport and Recreation Infrastructure
Telephone: 1800 204 224
Email: csrgrants@communities.tas.gov.au

Document ref: Grant Deed - Launceston City FC Inc - 2021 Election Commitment

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	5
1.1 Definitions	5
1.2 Interpretation	6
1.3 Headings	8
1.4 No rule of construction applies to disadvantage party	8
1.5 Information Table	8
2 Grant	8
2.1 Agreement to provide Grant	8
2.2 Acknowledgments	8
3 Payment of Grant to Recipient	8
3.1 Method of Grant payment	8
3.2 Conditions affecting Grant payment	9
3.3 Grant Account	9
4 Application of Grant and related matters	10
4.1 Application of Grant for Approved Purpose	10
4.2 Restrictions on use of Grant	10
4.3 No conflict	11
4.4 Commencement of Approved Purpose	11
4.5 Completion of Approved Purpose	11
4.6 Compliance with Law	11
4.7 Carrying out activity	11
4.8 Contractors	11
4.9 Outcomes	11
4.10 Financial records	12
4.11 Grant not to be used as security	12
4.12 Notice by Recipient of adverse matters	12
5 Publicity concerning Grant and Approved Purpose	12
5.1 Acknowledgement	12
5.2 Publicity	13
5.3 Official launch and major announcements	13
6 Repayment of Grant by Recipient	13
6.1 Repayment of any unexpended part of Grant	13
6.2 Repayment for incorrect use of Grant	13
6.3 Repayment of Grant - other circumstances	13
6.4 Recipient must comply with notice	13
6.5 Interpretation	14
7 Review, monitoring, audit, reports and related matters	14
7.1 Review, monitoring or audit of Relevant Matters	14
7.2 Reporting	14

8	Indemnities	15
8.1	Indemnities from Recipient	15
8.2	Continuing obligation	15
9	Insurance	15
9.1	Application	15
9.2	Recipient to insure	15
9.3	Grantor to be named as principal	16
9.4	Recipient to notify Grantor	16
9.5	Protection of insurance	16
9.6	Policy documents	16
10	Representations and warranties	16
10.1	Warranties	16
10.2	Survival and repetition of representations and warranties	18
10.3	No reliance by the Recipient	18
11	Default Events, termination, scope reduction and suspension	18
11.1	Default Events	18
11.2	Termination - Default Events	19
11.3	Termination for convenience	19
11.4	Reduction in scope of Approved Purpose	20
11.5	Suspension of payment of Grant (or instalment of Grant)	20
12	Special terms and conditions	21
13	GST	21
14	Dispute resolution	22
14.1	Application	22
14.2	Negotiation	22
14.3	Status of negotiations	22
14.4	Further action	22
14.5	Continuation of performance	22
14.6	Injunctive and other discretionary relief	22
15	Notices	23
15.1	Notice requirements	23
15.2	Method and address for delivery	23
15.3	Time of receipt	23
15.4	Other modes or places of service	24
16	Miscellaneous	24
16.1	Governing law	24
16.2	Dispute jurisdiction	24
16.3	Entire agreements clause	24
16.4	Liability	24
16.5	Benefit	24
16.6	Compliance with obligations	24
16.7	Severance	25
16.8	Counterparts	25
16.9	Further assurance	25
16.10	Business Days	25
16.11	No partnership or agency	25

16.12	Legal costs	25
16.13	Amendment	25
16.14	Waiver	25
16.15	Successors and assigns	26
16.16	Rights cumulative	26
16.17	Set-off	26
16.18	No assignment	26
16.19	Disclosure	26
16.20	Determination	26
16.21	Consent and approvals	26
16.22	Doctrine of merger	27
16.23	Minister or State of Tasmania expressed to be party	27
16.24	No interference with executive duties or powers	27
16.25	Surviving provisions and termination	27
	Signing	29
	Annexure A - Acknowledgement of Funding	30

Grant deed

Details and recitals

Date:

25 JANUARY 2022

Parties:

Name

The Crown in Right of Tasmania
(represented by the Department of Communities Tasmania)

Short form name

Grantor

Notice details

C/- Department of Communities Tasmania,
15 Murray Street, Hobart TAS 7000
Email: csrgrants@communities.tas.gov.au
Attention: Secretary, Department of Communities Tasmania

Name

Launceston City F C Inc

ACN/ARBN/ABN

60 607 206 734

Short form name

Recipient

Notice details

PO Box 260, LAUNCESTON TAS 7250

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
To support the upgrade of Launceston City FC's facilities, including the construction of new changerooms and public toilets.	
Item 2 (clause 2.1):	Grant Amount
The grant amount is for one million dollars (\$1 000 000) (plus GST if applicable)	
Item 3 (clause 3.1):	Payment method for the Grant
The Grant is to be paid in alignment with the Project Plan to the following account held by the Recipient. Payment(s) will be made within 15 Business Days after the Recipient satisfies the Grantor the conditions precedent outlined in Item 4:	
Account name: Launceston City FC Inc. Football Dept	
Bank: Commonwealth Bank	
Branch: Launceston	
BSB: Out of scope	
Account number: Out of scope	
Item 4 (clause 3.2(a)):	Conditions precedent to payment of the Grant
Condition precedent to the payment(s) of the Grant	
The payment(s) of the Grant by the Grantor to the Recipient is subject to the following conditions precedent:	
(a) the Recipient having provided to the satisfaction of the Grantor, the Project Plan in accordance with the special term and condition 6 in Item 13 of this Deed;	
(b) the budget within the Project Plan, in accordance with special term and condition 6 in Item 13, clearly defining the date(s) of required payment(s) of grant funds to the total amount shown at Item 2; and	
(c) a valid Tax Invoice(s) for each payment as noted in Item 4 (b).	
Item 5 (clause 3.3):	Grant Account
N/A	
Item 6 (clause 4.1(d)):	Agreed Plan for carrying out the Approved Purpose
N/A	
Item 7 (clause 4.1(e)):	Agreed Budget for carrying out the Approved Purpose
N/A	
Item 8 (clause 4.4):	Date for commencement of the Approved Purpose

On signing of this Grant Deed.

Item 9 (clause 4.4): Date for completion of the Approved Purpose

30 June 2024

Item 10 (clause 4.9(a)): Outcomes

The construction of new changerooms and public toilets at Launceston City FC's Buckby Motors Park facilities.

Item 11 (clause 7.2): Reporting requirements

The Recipient must give to the Grantor:

- (a) Progress report 1: a report due no later than 31 December 2022 including:
 - a report detailing progress towards the Approved Purpose; and
 - a financial statement detailing income and expenditure with respect to the Approved Purpose, including how the Grant funds have been expended to date.
- (b) Progress report 2: a report due no later than 31 December 2023 including:
 - a report detailing progress towards the Approved Purpose; and
 - a financial statement detailing income and expenditure with respect to the Approved Purpose, including how the Grant funds have been expended to date.
- (c) Final report: a report due no later than 31 July 2024 including:
 - a report that details the Recipient's completion of the Approved Purpose;
 - a written certification by the Project Manager and a reputable Quantity Surveyor (or other person approved in writing by the Grantor) that the Approved Purpose is fully operational;
 - a signed Grant acquittal declaration; and
 - an audited statement detailing income and expenditure with respect to the Approved Purpose, including how the Grant funds have been expended.

Item 12 (clause 9): Insurance

Clause 9 is applicable. The amount of insurance required for the purposes of clause 9.2 (a) is \$20,000,000.00

Item 13 (clause 12): Special terms and conditions

1. Additional definition:

In this Deed, **Project Plan** has the meaning given in special condition 6 in Item 13.

2. Acknowledgement of support

Without limiting the generality of clause 5.1, the Recipient must comply with the requirements set out in Annexure A regarding the acknowledgement of the Grantor's support.

3. Permissions and approvals to undertake work

The Recipient must, prior to undertaking any works, obtain all necessary approvals and permits required to lawfully undertake the works to be carried out as part of the Approved Purpose.

4. Media/Publicity opportunities

Without limiting the generality of clause 5.3, the Recipient must notify the Grantor at least four weeks prior to the scheduled Media/Publicity opportunities.

5. Recipient responsible for further funds

Without affecting clause 2.2, the Recipient acknowledges and agrees that the Grant provided is only a contribution towards carrying out the Approved Purpose and the Recipient must provide, or secure from one or more other sources, all remaining funds required for the completion of the Approved Purpose.

6. Project Plan

- (a) Prior to Grant Funds being released, the Recipient must submit to the Grantor:
- (i) a comprehensive plan for carrying out the Approved Purpose, including detailed milestones (with dates for completion of those milestones); and
 - (ii) a comprehensive budget for carrying out the Approved Purpose, showing how funding from all sources is to be used.
- (b) Following receipt of the plan and the budget, the Grantor (acting reasonably and without delay) will notify the Recipient in writing of those aspects (if any) of the plan and the budget that the Grantor deems deficient. The Recipient must, in consultation with the Grantor, promptly rectify any such deficiencies and resubmit the plan and/or draft budget (as applicable) to the Grantor.
- (c) Once the Grantor is in receipt of a plan and a budget that are each satisfactory to the Grantor (acting reasonably) with respect to both form and content, the Grantor will promptly notify the Recipient in writing of the Grantor's approval of that plan and that budget (collectively the Project Plan).
- (d) The Project Plan may be amended from time to time but only by written agreement between the parties, each acting reasonably.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

Crown means the Crown in Right of Tasmania.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 11.1.

Details means the details and recitals set out above.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grant Account has the meaning in clause 3.3.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

month means calendar month.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Personnel means any person who is an officer, employee, agent, or professional advisor of the Recipient.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

Security Interest means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

2 Grant

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Payment of Grant instalments linked to performance):** If:
 - (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
 - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,
the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 13.

3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
 - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
 - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (**Agreed Budget**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Approved Purpose

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

4.6 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.7 Carrying out activity

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

4.8 Contractors

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

4.9 Outcomes

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
 - (i) ensure that it achieves all of the Outcomes;

- (ii) provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.10 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.10 survives the termination of this Deed.

4.11 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.12 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Publicity concerning Grant and Approved Purpose

5.1 Acknowledgement

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

5.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

5.3 Official launch and major announcements

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, **Specified Event** means:
 - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
 - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

6 Repayment of Grant by Recipient

6.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

6.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

6.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

6.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

6.5 Interpretation

Nothing in this clause 6 limits the generality of any thing else in this clause.

7 Review, monitoring, audit, reports and related matters

7.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

7.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 11.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 11, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

8 Indemnities

8.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,
arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

8.2 Continuing obligation

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

9 Insurance

9.1 Application

This clause 9 applies if Item 12 states that this clause applies.

9.2 Recipient to insure

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) loss or damage to the property of any person,
for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

10 Representations and warranties

10.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;
- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
- (i) any applicable Law or any order or ruling of a Government Body;

- (ii) any agreement binding on the Recipient;
- (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
 - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
 - (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (g) **(information)**: all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
 - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;
 - (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
 - (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:

- (A) are current and have not been amended, altered or revoked in any way; and
- (B) contain all of the terms of the trust; and
- (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

10.3 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

11 Default Events, termination, scope reduction and suspension

11.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach)**: If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events)**: If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));

- (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
 - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

11.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 15.3 (or any later date specified in the notice).

11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
 - (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and
 - (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.

- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

11.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - (ii) subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

11.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):
 - (i) operates on and from the date of the Suspension Notice; and
 - (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:

- (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

13 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 13 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

14 Dispute resolution

14.1 Application

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

14.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

14.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:
- (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 14.3(a):
- (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

14.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

14.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

14.6 Injunctive and other discretionary relief

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

15 Notices

15.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

15.2 Method and address for delivery

- (a) Subject to clause 15.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

15.3 Time of receipt

- (a) Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

- (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

15.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

16 Miscellaneous

16.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

16.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

16.3 Entire agreements clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 16.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

16.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

16.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

16.6 Compliance with obligations

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

- (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

16.7 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

16.8 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

16.9 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

16.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

16.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

16.12 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

16.13 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

16.14 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.

- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

16.15 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

16.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

16.17 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

16.18 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

16.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

16.20 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

16.21 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.

- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

16.22 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

16.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

16.24 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

16.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:
 - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 16.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Released under RTI

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

Being a person who has authority to sign this Deed on behalf of the Grantor

*Print name and position:

Witness signature:
→

*Witness print name and position:

*Witness print address:

*Use BLOCK LETTERS



Execution by the Recipient

Signed on behalf of the **Recipient** by its authorised representative in the presence of the witness named below:

Signature of agent:
→

And who warrants that he/she has authority to sign as an authorised representative on behalf of the Recipient

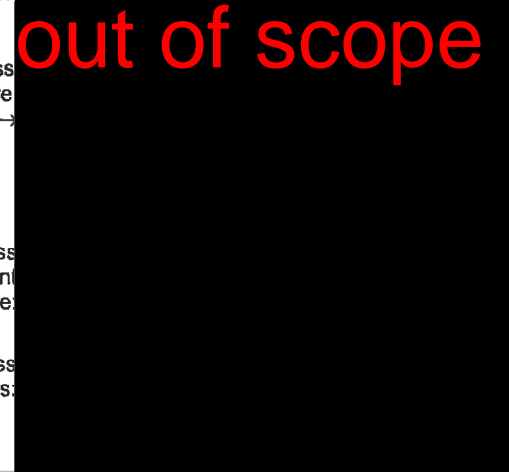
*Print name and position:

Witness signature:
→

*Witness print name:

*Witness print address:

*Use BLOCK LETTERS.



Annexure A - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
 - advertisements
 - newsletters, including electronic newsletters
 - media releases
 - press, radio and television advertising
 - display material; and
 - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: the Launceston City FC is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to www.communications.tas.gov.au and search for 'size' details.

PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.

SUPPORTED BY



**Tasmanian
Government**

SUPPORTED BY



**Tasmanian
Government**