

Terms and Conditions

Funding agreement and conditions under the Mayor and Councillors' Community Benefit Fund Program 2019/2020.

These Terms and Conditions must be complied with during the course of your expenditure of the funding allocated.

- 1) The project is to be completed in accordance with the details set out in the application and approval letter, unless otherwise agreed in writing by Redland City Council.
- 2) The grant must not be used for any purpose other than that for which the funding was approved ('the approved purpose') without the prior written consent of Redland City Council.
- 3) Unless otherwise agreed by Council, the Applicant must fully acquit the funding received, no later than 6 months from the date of the event/project.
- 4) Should the total project costs be more than the proposed project costs, Redland City Council will not be responsible nor obliged to pay any monies additional to the notified funding amount.
- 5) Should the total project costs be less than the proposed project costs the Applicant must repay any difference to Redland City Council at the time of fully acquitting the funding.
- 6) If the Applicant expends the funding for a purpose different to the approved purpose without the prior written consent of Redland City Council, or fails to expend the grant monies at all, or fails to acquit the funding within the time frame specified in condition 3 then:
 - a) Redland City Council is not required to make any further payment to the Applicant for the project and, in respect of any payments that have been made, the Applicant is required to repay the said monies to Redland City Council otherwise Redland City Council may institute proceedings to recover the monies so paid, as a liquidated debt; and
 - b) The Applicant will be prohibited from receiving any further funding from Redland City Council or any related entity for a period of at least two years commencing from the date of receiving from Council written notification of future ineligibility (or until such time as may otherwise be agreed with Council).
- 7) Redland City Council's contribution to the project is to be acknowledged in any relevant publicity and documentation including but not limited to newsletters, social media, advertising and/or signage. A marketing guide and/or logos can be provided by Redland City Council to assist with the manner of acknowledgment. Please contact 3829 8999 for further information.
- 8) The Applicant will keep and maintain such records and accounts (including all receipts and invoices) in accordance with good accounting principles as required by law and as necessary to provide a complete, detailed record and explanation of the expenditure of the funding for the approved purpose. The acquittal form is to be completed and returned by the acquittal date specified in the approval letter.
- 9) Redland City Council reserves the right to appoint an auditor (whether its own internal auditors or independent auditors, at its sole discretion) to substantiate the implementation and progress of the project and any expenditure claimed by the Applicant. Strict action will be taken for any breaches found. The Applicant agrees to permit Redland City Council or the auditors, at reasonable times and with reasonable notice, to enter the Applicant's premises and inspect and audit records kept by the Applicant regarding the project and the Applicant will give to Redland City Council and the auditors all necessary facilities and assistance to enable them to conduct the audit. The Applicant must retain all records and account books in original form for at least thirty-six months following the due date for acquittal of the funding.

- 10) The Applicant will keep and maintain adequate insurance (including public liability), with a reputable insurer, in relation to the activities carried out by the Applicant including in relation to this project, against any claims for loss or damage to property and injury or death to persons.
- 11) The Applicant agrees to indemnify Redland City Council in relation to any loss or expense incurred by Redland City Council arising from the breach by the Applicant of its obligations or warranties given in relation to this funding and the project.
- 12) Any dispute arising out of the funding and these Conditions (excluding any issue arising out of condition above) will be dealt with initially by direct negotiation between the parties. If the dispute is not resolved within 10 business days, the parties will submit the dispute to mediation or some other form of dispute resolution procedure, and if not resolved within a reasonable period then either party may commence legal proceedings.
- 13) The Applicant will not assign, in whole or in part, their benefits under this funding without the prior written consent of Redland City Council.
- 14) All correspondence must be signed by at least one current executive member or individual nominated.
- 15) By accepting any payment (whether in whole or in part) of funding from Redland City Council, the Applicant will be deemed to have accepted the terms and conditions.