

Accessible Tourism Elevate Fund – Access Starter Grants Program

Terms and Conditions

The following terms and conditions will apply to the funding from the date of the Department's letter/email of funding approval (the Approval Letter).

1. The Department reserves the right to withdraw the Program or make changes at any time. Any changes to the Program will be publicly advertised on the Department's website at <https://www.dtis.qld.gov.au/tourism/funds/accessible-tourism-elevate-fund/access-starter-grant>.
2. In consideration of the Organisation complying with the Funding Agreement, the Department will provide the Organisation with the Approved Funding, within 30 days of the date of the Department's Approval Letter.
3. The Department may withhold payment of the Approved Funding, where it reasonably believes the Recipient has not complied with the Funding Agreement, failed to provide all information necessary for payment or is unable or unwilling to undertake the Approved Project.
4. Any payment to the Organisation by the Department is not an admission or acceptance by the Department that the Organisation has complied with the Funding Agreement.
5. The Funding Agreement commences on the date of the Approval Letter and ends 30 days after Project Completion Date, unless terminated earlier in accordance with clauses 17 or 18. The Organisation accepts that by making its application it agrees to these Terms and Conditions and is bound by the Funding Agreement upon the Department issuing the Approval Letter.
6. The Organisation warrants that it is an **Eligible Organisation**.
7. Payment will be made by electronic transfer in accordance with the bank account details specified in the application. It is the Organisation's responsibility to notify the Department of any changes to its bank details by providing either a bank statement which details the Organisation's account information or a letter from the financial institution with details of the Organisation's account for the payment of the Approved Funding.
8. The Organisation must deliver the Approved Project by the Project Completion Date.
9. The Organisation agrees to:
 - a. undertake the Approved Project; and
 - b. spend the Approved Funding:
 - i. on the Approved Project and for no other purpose;
 - ii. on Eligible Expenditure;
 - iii. for expenditure incurred after the date of the Approval Letter; and
 - iv. on or before the Project Completion Date, or such later date if approved in writing by the Department in its absolute discretion, upon written request by the Organisation; and
 - c. not spend the Funding on Ineligible Expenditure;
 - d. be responsible for providing any additional funds (in excess of the Approved Funding) required to complete the Approved Project;
 - e. keep accurate records and accounts of expenditure of the Approved Funding;
 - f. use the Approved Funding in a way to ensure value for money, transparency, and accountability of public funds;
 - g. complete an online survey provided by the Department after the Project Completion Date;
 - h. return to the Department any part of the Approved Funding not spent, expended, or legally committed, in accordance with the Funding Agreement (as determined by the Department) as follows:
 - i. in accordance with the amount and date specified in the notice provided in clause 17 or 18, where the Funding Agreement is terminated by the Department;

- ii. immediately where the Organisation terminates the Funding Agreement pursuant to clause 18; or
 - iii. within 10 business days of receipt of written notice requiring the Organisation to return the amount of Approved Funding where (i) and (ii) above, do not apply; and
 - i. maintain public liability insurance for a sum of not less than \$10 million for any one event and workers compensation insurance for a sum as required by law during the Funding Agreement Term. Certificates of currency must be provided at any time upon the request of the Department; and
 - j. keep all records relating to the Approved Project for a period of seven years, and permit the Department access to such records for audit purposes, upon reasonable notice; and
 - k. provide to the Department all information as requested by the Department, in relation to the Approved Project and Approved Funding; and
 - l. comply with all relevant Acts, subordinate legislation, and lawful requirements in carrying out the Approved Project; and
 - m. comply with any Special Conditions specified in the Approval Letter.
10. The Organisation releases, discharges, indemnifies and keeps indemnified the Department and its employees, contractors, agents and representatives from and against any loss, damages, claims, legal costs, expenses, and costs arising from or in connection with:
- a. the Approved Project;
 - b. the Organisation's performance of or non-compliance with the Funding Agreement;
 - c. any negligent act or omission or wilful misconduct by the Organisation, its employees, contractors, volunteers, agents, or other authorised representatives in connection with the Approved Project;
 - d. contravention by the Organisation of any Commonwealth, State, or local law;
 - e. death or personal injury of any person, or loss or damage to property; or
 - f. an actual breach of any third party's intellectual property rights or moral rights.
11. The Organisation agrees that the Department may disclose the following information (including, without limitation, the Organisation's confidential information), to other Queensland government agencies, responsible Ministers, third parties or advisers:
- a. some or all the information contained in the application form or Funding Agreement, to publicise funding arrangements and programs of the Department; or
 - b. the Organisation's general details and information concerning the Approved Project, to publicise funding arrangements and programs of the Department; or
 - c. any information, for the purposes of undertaking an audit or an evaluation of the Funding Agreement or the Program or public accountability purposes.
12. The Organisation agrees in relation to any personal information it provides to the Department in connection with this Agreement, that it will obtain a consent from the individual concerned:
- a. For the disclosure of the personal information to the Department; and
 - b. For the Department's use of the personal information for the purpose of administration and evaluation of the Program; and
 - c. For the Department's disclosure of the personal information to other Queensland government agencies and/or contracted service providers, for use for the purpose of administration and evaluation of the Program and public accountability purposes.
13. Ownership of all intellectual property rights in all material the Organisation creates pursuant to the Approved Project ('the Material') vests in the Organisation.
14. The Organisation grants the Department a perpetual, irrevocable, royalty-free, worldwide, and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt, and modify, the Material for any Departmental non-commercial purpose.
15. The Approved Funding is exclusive of Goods and Services Tax, or similar tax, levy or impost imposed by the Commonwealth ('GST').

16. Where the Organisation is registered for GST:
 - a. the Department will pay the Organisation the GST amount at the same time as paying the Approved Funding;
 - b. the Organisation agrees to allow the Department to issue the Organisation with a Recipient Created Tax Invoice (RCTI) in respect of GST applicable to advances of the Approved Funding. The following requirements will apply for the duration of the Funding Agreement:
 - i. the Department can issue the Organisation with an RCTI in respect of the supplies;
 - ii. the Organisation will not issue tax invoices in respect of the supplies for which the Department issues RCTIs;
 - iii. the Organisation acknowledges that it is registered for GST and agrees to notify the Department if the Organisation ceases to be registered;
 - iv. the Department acknowledges that it is registered for GST and agrees to notify the Organisation if the Department ceases to be registered for GST;
 - v. by fulfilling all these conditions, the Department will issue a RCTI upon each payment made to the Organisation under the Funding Agreement; and
 - vi. both parties to this supply agree that they are parties to an RCTI agreement as outlined in GSTR2000/10.
17. The Department may suspend or terminate the Funding Agreement immediately by written notice if the Organisation:
 - a. does not comply, to the Department's satisfaction, with a notice to remedy a default (within the timeframe specified in the notice) of any provision in the Funding Agreement;
 - b. in the Department's reasonable opinion, suffers financial distress which may have an adverse effect on the Organisation's ability to complete the Approved Project; or
 - c. is no longer eligible to receive the funding, including without limitation, if the Organisation is no longer an Eligible Organisation.
18. Either party may terminate the Funding Agreement for any reason, on the provision of 30 day's written notice to the other party. If the Funding Agreement is terminated under this clause 18, neither party will have any liability to pay the reasonable costs of the other party in relation to the termination.
19. If the Funding Agreement is terminated under clause 17 or 18 or otherwise expires, the Organisation agrees to comply, to the Department's satisfaction, with the requirements specified in any notice given by the Department, including any directions regarding the return of any unspent part of the Approved Funding, or return of Approved Funding not expended or legally committed in accordance with the Funding Agreement.
20. General
 - a. The Organisation agrees that it will not assign or novate its rights and obligations in relation to the Approved Project, without the Department's prior written consent.
 - b. No rights under the Funding Agreement will be waived except by notice in writing signed by each party.
 - c. The Funding Agreement is governed by the laws of the State of Queensland.
 - d. All notices under the Funding Agreement must be in writing and may be delivered by hand, pre-paid post, or email to the other party, unless a specific mode of delivery is specified by either party (except email). In the case of the Organisation, notices are to be provided to the Accountable Officer in the application form.
 - e. The Funding Agreement may only be varied by a document signed by or on behalf of each party.
 - f. If any provision of the Funding Agreement is held to be illegal or unenforceable, the provision will be severed from the Funding Agreement and the remaining provisions will govern the relationship of the parties.
 - g. Clauses 10, 11, 12, 13, 14, 17, 18, 19 and 20 will survive expiration or termination of the Funding Agreement.
 - h. The use of the word 'includes' in any form, is not a word of limitation.
21. If there is any inconsistency between the various parts of the Funding Agreement, the following order of precedence applies to resolve the inconsistency:
 - a. the Department's approval letter/email
 - b. these Funding Terms and Conditions

- c. the application form; and
- d. the Program Guidelines.

22. The following definitions apply to these conditions:

- a. **'Approved Funding'** means the funding amount specified in the Approval Letter.
- b. **'Approved Project'** means the project approved by the Department as specified in the Approval Letter
- c. **'Department'** means the State of Queensland acting through the Department of Tourism, Innovation and Sport.
- d. **'Approval Letter'** means the letter/email from the Department to the Organisation advising that the funding has been approved and specifying the Approved Project details.
- e. **'Eligible Expenditure'** means those items and expenditure listed as eligible in the Program Guidelines and for the purpose of the Approved Project.
- f. **'Eligible Organisation'** means an organisation that meets the eligibility criteria specified in the Program Guidelines.
- g. **'Funding Agreement'** means the Approval Letter, these Funding Terms and Conditions, the application form, and the Program Guidelines.
- h. **'Ineligible Items or Ineligible Expenditure'** means those items and expenditure listed as ineligible in the Program Guidelines and any items not for the purpose of the Approved Project.
- i. **'Organisation'** means the organisation specified in the application form which has been approved in the Approval Letter to receive funding under the Program.
- j. **'Project Completion Date'** means 30 June 2024.
- k. **'Program'** means the Accessible Tourism Elevate Fund – Access Starter Grants Program.
- l. **'Program Guidelines'** means the Accessible Tourism Elevate Fund – Access Starter Grants Program guidelines available at <https://www.dtis.qld.gov.au/tourism/funds/accessible-tourism-elevate-fund/access-starter-grant>.