

OVERVIEW

Intent/Purpose

A key priority of Cairns Regional Council's [Strategy for Culture and the Arts 2022](#) is to provide infrastructure, skills and resources that support and stimulate the creative and cultural life of our community. The Arts and Cultural Infrastructure Grant therefore aims to provide financial assistance to arts and cultural organisations that wish to pursue building or material enhancements to their premises.

Specifically, the purpose of the grant is to:

- enhance the organisation's capacity to provide ongoing services through improved building works;
- improve the viability, productivity and wellbeing of groups who primarily engage in arts and cultural activities; and
- increase community participation in arts and cultural activities.

For the purposes of this grant, arts and cultural organisations means an entity that controls and operates a building or premises in which it programs a wide range of arts and/or cultural events and activities for the purpose of:

- enabling Cairns residents and groups to present local community, arts and cultural events and activities; and
- providing popular entertainment and culturally enriching events and experiences for residents and visitors to the region.

Assistance Type

Assistance will be in the form of either:

- a cash payment to the organisation, or
- advice on alternative means of securing appropriate funds.

The minimum amount per application is \$1,000; the maximum amount per application is \$50,000.

Council will favour applicants that:

- depending on the organisation's monetary capacity, financially contribute to the project costs; and
- strategically align with Council's corporate goals for culture and the arts, particularly in regard to collaborative projects that deliver an identified need for space-sharing and storage solutions.

Logistics

The Arts and Cultural Infrastructure Grant will be advertised once per year with a dedicated annual opening and closing date.

Assessment and Approval Responsibilities

The applications will be assessed by a panel of council officers. The delegation for decisions will be the full Council.

PERMITS AND APPROVALS

Applicants must ensure all relevant permits for the proposed works have been investigated prior to lodging application which includes but is not limited to:

- all State Government Agency approvals;
- planning approvals;
- building Approvals;
- plumbing Approvals;
- licensing and Approvals;
- trade Waste;
- operational works;
- fire compliance; and
- should the building contain asbestos, ensure all necessary precautions are taken and compliance of work with asbestos is met – further information can be obtained from the Queensland Government's asbestos removal and licensing website www.worksafe.qld.gov.au/injury-prevention-safety/asbestos/asbestos-removal-and-licensing ;

Note:

- For planning, plumbing, Licencing and Approvals (health/food/outdoor dining permits), trade waste and operational works queries, please call Councils Customer Service to discuss the proposal with the relevant departments – 1300 69 22 47;
- For building queries, please contact a private certifier. A private certifier may also be able to assist with fire queries otherwise for fire safety, please visit Queensland Fire and Emergency Services website [QFES website](#).

ELIGIBILITY

Eligible Applicants must:

- be applying for assistance for infrastructure within the local government area of Cairns;
- be of a cultural, arts or performing arts nature, or a community group that offers a range of artistic programming for wider community access, not a sporting or other community group;
- have security of tenure over their land, either freehold or with a long-term lease of at least five years;
- provide Council with a relevant detailed project plan, clear and detailed budget and three quotes per item;

- provide documentation to Council of the suitably qualified planners, certifiers and tradespersons who have been consulted to conduct the works;
- be available if required to meet to discuss the funding and conditions;
- provide a copy of all relevant permits required to Council prior to commencing the works; and
- complete the project within 12 months of the signed agreement date with any amendments to be negotiated with Council as soon as the applicant becomes aware of an emergent issue.

Provide Council with:

- evidence that the applicant is a not-for-profit organisation by providing a copy of the certificate of incorporation, evidence that the organisation is a registered charity or copy of the organisation's constitution outlining not-for-profit status;
- previous two-year financial statements;
- a three-year financial forecast;
- current cash balance at the time of the application.

Applicants must not:

- have outstanding Council grants that have not been acquitted satisfactorily;
- have overdue outstanding payments to Council (eg rents, rates, fees, Council guarantor loan repayments etc);
- be a registered political party;
- be a school, University or TAFE College or other form of educational institution; or
- be an individual or private business.

Applications must not be:

- requesting funding or support for a project that has already occurred;
- for projects that are the subject of litigation;
- for general operating costs;
- for projects with a sole religious or political purpose; or
- fully funded by other levels of Government.

APPLICATION APPROVAL PROCESS

The application will be prepared by the applicant using the appropriate Application Form. It is essential that all applicants contact the Cultural Services Unit to discuss their project prior to submitting an application as applications may not be changed once submitted to the Business Support Team.

1. By signing the application, applicants will be agreeing to the Funding Agreement terms and conditions in line with the Community Grants Policy and Arts and Cultural Infrastructure Schedule. Applications must be lodged by the grant submission deadline and allow time for the approval process. The completed application will be submitted by the applicant to the Council email address.
2. Applications will be received and collated by the Business Support Team. After the application is received, the Business Support Team will acknowledge receipt of application.
3. Applications will be reviewed by the Business Support Team to determine eligibility and completeness. The Business Support Team will notify the applicant if it is considered ineligible or appears incomplete.
4. Collated applications will be submitted for assessment to the designated selection panel. Please note: Council may consider the application to be non-conforming if all information is not included and may return the application as non-conforming and not processed.
5. Recommendations will be submitted to the full Council for approval or rejection. The Business Support Team will inform all applicants of the approval or rejection of their application once final approval has been made.
6. The Business Support Team will complete arrangements for successful applications.
7. When requested the successful applicant must provide all necessary documentation otherwise Council may withdraw its support for funding.

GRANT ACQUITTAL REQUIREMENTS

Grant recipients will be required to acquit the assistance received within three months of the completion of the project and will be required to provide:

- proof of expenditure (eg copy of receipts);
- proof of the acknowledgement of Council assistance (eg including Cairns Regional Council logo on website, event program, newsletter or plaque);
- a final inspection certificate or Certificate of Classification from a Private Certifier (if building approval was required);
- a copy of any other relevant approvals, certificates and/or licences;
- building application or certificate of occupancy following completion of construction;
- photographs of the finished project;
- a completed Acquittal Report (provided to you by Council).

CONDITIONS AND REQUIREMENTS

- The Recipient must only use approved funding towards the project as specified in this agreement and in the specific manner set out in section 2 of this application.
- Submit a tax invoice for the agreed amount or agree to a Recipient Created Tax Invoice (RCTI).
- The Recipient must, prior to the commencement date of the project take out or maintain insurance for the Term of the Project for public liability to the value of \$20,000,000 noting Council as an interested party.
- The Recipient must complete the project within the Terms of the agreement and must conduct the project in accordance with the Funding Application.
- It is the responsibility of the Recipient to monitor approved funding and ensure full and clear records of income and expenditure is kept, including receipts, invoices etc.
- The Recipient must acknowledge the support of Council in all relevant promotional and printed material and seek approval from Council officers prior to printing and/or distribution.
- The Recipient must complete and submit an Acquittal Report within three months of completion of the project. An Acquittal Report template will be provided for this purpose and contains performance and financial reports.
- Council reserves the right to query the expenditure of any funding itemised in the Acquittal Report. Recipients who do not provide an acceptable Acquittal Report may be required to return grant monies to Council and will be ineligible to apply for further funding until the matter has been resolved to the satisfaction of Council's Chief Executive Officer.
- The Recipient must seek approval from Council for any variations to the project that may differ from the original application, prior to the change. This must be done in writing and you are required to discuss these changes with Council Officers as it may have an effect on your grant eligibility or acquittal requirements.
- The Recipient must reimburse Council with any unspent Grant funding. Council will issue an invoice to your organisation if applicable at the time of Acquittal Report assessment.
- Other terms, conditions, schedules and approval applications related to a specific project may apply.

APPLICATION SUBMISSION

Send the completed application form and supporting documents (as an attachment) to email address:

Grants@cairns.qld.gov.au

ENQUIRIES

For enquiries, contact the Cultural Services Unit's Arts and Cultural Grants Coordinator:

Phone: (07) 4032 6603

Email: F.McMenamin@cairns.qld.gov.au

For further information of available Council grants please visit the Community Grants page on the Council website <http://www.cairns.qld.gov.au/payments/grants>.

Describe the nature of your building ie workshop, gallery, performance space, venue for hire (max 150 words).

Describe the proposed project, including scope of work to be undertaken and/or procurement of goods and services (max 150 words - Note please attach a more detailed project plan to your application).

Outline the permits or approvals (including associated costs) which are required to be obtained for the proposed project. If there are no permits or approvals required for the project, you must outline the investigations conducted into those requirements and provide evidence of that investigation. (max 150 words)

Describe how the project aligns with the intent of the funding stream (max 150 words).

<p>Has your group previously managed government grants and acquittals? If NO, how do you intend to manage this grant if successful? (max 150 words).</p>	<p>YES</p>	<p>NO</p>
<p>Has your group received funding from this grant program in the past? If YES, please provide date, amount and project description (max 150 words).</p>	<p>YES</p>	<p>NO</p>
<p>Is the project part of a larger, phased work program? If YES, please describe the full program and how this phase fits within the larger program of works, including how you plan to fund the future stages of the project (max 150 words).</p>	<p>YES</p>	<p>NO</p>
<p>Does the project address any safety/structural or access issues? If YES, please explain (max 150 words).</p>	<p>YES</p>	<p>NO</p>

Applicants not registered for GST:	Total project costs Including GST	\$
	Total amount of funds requested from this Grant Program Including GST	\$
Applicants Registered for GST:	Total project costs excluding GST	\$
	Total amount of funds requested from this Grant Program excluding GST	\$

If Cairns Regional Council is unable to fully fund your application, would you be able to use partial funding in preference to no funding at all? YES NO

How would partial funding impact your project? (max 150 words)

Will your proposed project require Council permits, development applications, permissions etc.? YES NO

If YES, please provide details (max 150 words).

PROPERTY INFORMATION

Property Address

Is the property owned by the applicant? YES NO

If the property is not owned by the applicant please provide the name, address and phone number of the registered owner.

Do you have approval in writing from the building owner to undertake this project? YES NO
Note: you are required to attach this to your application.

Is there a secure tenure over the land/premises? Either Freehold or with a long-term lease? (minimum 5-year lease is required) YES NO
Please provide details.

SECTION 3 ASSESSMENT CRITERIA

APPLICATION ASSESSMENT CRITERIA (Please describe how the application meets the assessment criteria in the spaces provided below.)

How many community members use the premises, and which sectors of the community do they belong to? (20% weighting - max 150 words)

How will this project benefit your organisation and its members and/or users of the facility? (20% weighting - max 150 words)

How is your organisation financially contributing to the project? (30% weighting - max 150 words)

Does the project include collaboration with other organisations and deliver space-sharing or storage solutions? (30% weighting - max 150 words)

Please see [Cairns Regional Council's Strategy for Culture and the Arts 2022](#) (1.4.1) available on the Cairns Regional Council website.

SECTION 4 FINANCIALS / BUDGET

In-kind support ie volunteer labour and donated materials costed at award wages and estimated material costs	Approximate value
Total In-Kind	

NOT GST REGISTERED (only complete this section if you are not registered for GST)		
BUDGET 1		Total
Income		
Arts and Cultural Infrastructure Grant – Cairns Regional Council		
Your organisation’s contribution		
Other (please Specify)		
Total income		
Expenditure include the preferred quote number.	Item please indicate by placing a (Y) next to items if they will be paid for by this grant	
Total Expenditure		

GST REGISTERED (only complete this section if you are registered for GST)				
BUDGET 1		Amount (ex GST)	GST	Total
Income (Complete if Applicable)				
Arts and Cultural Infrastructure Grant – Cairns Regional Council				
Cash at bank (allocated for the project)				
Cash Donations / Sponsorship				
Other (please Specify)				
Total income				
Expenditure - include the preferred quote number.	Item please indicate by placing a (Y) next to items if they will be paid for by this grant			
Total Expenditure				

SECTION 5 SUPPORTING DOCUMENTATION

SUPPORTING DOCUMENTATION	
Checklist:	
	Detailed project plan and scope of works including timeline and approval processes
	Letter from registered building/property owner indicating permission to undertake work
	Three Quotes for each item relating to the project
	Two letters of support/financial commitment from key stakeholders or funding partners
	A clear and detailed budget outlining: applicant's financial contribution, any in-kind contributions with clear details of what that entails, balanced income and expenditure including GST (if applicable)
	Previous two-year financial statements; three year forecast; and current cash balance at the time of the application
	Correct contact details for primary and secondary contact person
	Photographs of the area being changed/built if applicable
	Copy of deed of ownership or lease. Not required if a Council leased building
	Copy of documentation of the suitably qualified planners, certifiers and tradespersons who have been consulted to conduct the works
	Copy of Certificate of Incorporation, evidence of registered charity status of organisation and/or a copy of constitution outlining not for profit status
Please list below any other supporting documentation attached to this application:	

SECTION 6 CERTIFICATION

FUNDING AGREEMENT (these are the terms you are entering into should you be awarded Cairns Regional Council Grant funds for your project).	
<p>Agree to the Grant Funding Agreement of the Arts and Cultural Infrastructure Grant. This grant is subject to the following Terms and Conditions and any additional schedules listed specific to this grant stream.</p>	
<p>1. DEFINITIONS AND INTERPRETATION</p>	
<p>1.1 In this Agreement unless inconsistent with the context or subject matter:-</p>	
<p>"Address for Service" means the address of each party appearing in this Agreement or any other address nominated in writing by a party to the other party as its new address for notices or service;</p>	
<p>"Agreement" means this Funding Agreement;</p>	
<p>"Application Data" means the information from the Recipient's application form for the Funding, as contained in section 1, Application Data;</p>	
<p>"Approvals" means any approvals required to be issued by any Authority in connection with the Event or Project and all changes to those Approvals which may need to be agreed to by that Authority;</p>	
<p>"Authority" means any federal, state or local government or regulator which is required to approve all or any aspect of the Event or Project;</p>	
<p>"Business Days" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland;</p>	
<p>"Commencement Date" means the date specified in section 1 - Item 2;</p>	
<p>"Council Logo" means Council's corporate logo or any logo Council substitutes in its place from time to time;</p>	
<p>"Event or Project" means the Event or Project referred to in section 1 - Item 4;</p>	
<p>"Expiry Date" means the date specified in section 1 - Item 2;</p>	
<p>"Force Majeure" means an act, omission or circumstance over which Council could not reasonably have exercised control, including without limitation, cyclone, employee strike, terrorist incident, floods and the like;</p>	
<p>"Funding" means the payment and/or other consideration to be provided by Council to the Recipient under this Agreement, as specified in section 1 - Item 3 and 4;</p>	
<p>"GST", "Supply", "Supplier" and "Tax Invoice" have the same meaning as given to these terms in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>;</p>	
<p>"Insolvency Event" occurs if the Recipient becomes the subject of bankruptcy proceedings, winding up proceedings, is declared bankrupt, has a winding up order made against it, has a receiver and/or manager or administrator appointed or enters into a scheme of arrangement with creditors;</p>	
<p>"Item" means the item number in section 1, Application Data;</p>	
<p>"Laws" means any statute, regulation or ordinance made by any Authority and where appropriate, includes the applicable common law;</p>	
<p>"Term" means the term of this Agreement as specified in section 1 - Item 2, calculated from and including the Commencement Date to and including the Expiry Date.</p>	
<p>1.2 This Agreement is to be construed as follows unless the context requires otherwise:</p>	

- (a) Reference to one gender includes all genders;
- (b) Reference to the singular includes the plural and vice versa;
- (c) Reference to a person includes a corporation or other entity and vice versa;
- (d) Reference to a schedule means a schedule to this Agreement;
- (e) Reference to money is to Australian dollars.

2. FUNDING

- 2.1 Council will provide the Funding to the Recipient, and in consideration, the Recipient will comply with the conditions imposed by Council under this Agreement.
- 2.2 The Recipient must only use the Funding towards the operation of the Event or Project and in the specific manner set out in section 1.
- 2.3 The Recipient must provide a valid tax invoice for the funding where the Organisation is registered for GST.
- 2.4 Where the Recipient's expenditure is less than the amount of Funding allocated for the Event or Project (as per section 1), Council requires the Recipient to reimburse Council with the part of the Funding that is unspent for that activity, within 21 days of event;
- 2.5 Where the Recipient's expenditure for the Funding is more than the amount of Funding allocated for the Project or Event (as per section 1), the Recipient must bear the difference between these amounts; and
- 2.6 Council is not obliged to provide any Funding to the Recipient unless the Recipient has complied with each of its obligations under the Agreement at the time at which payment is sought.

3. EVENT OR PROJECT

- 3.1 The Recipient must complete the Event or Project during the Term and must:-
 - (a) conduct the Event or Project in accordance with the details set out in section 1, Application Data (although the Recipient may make minor changes to the Event or Project without Council's consent if such changes do not alter the level of community benefit that the Event or Project will deliver);
 - (b) use its best endeavours to promote the Event or Project to potential participants within a reasonable time before the Event or Project is held;
 - (c) conduct the Event or Project with professionalism and competence;
 - (d) conduct the Event or Project in compliance with all Laws and in accordance with the requirements of all applicable Authority; and
 - (e) comply with any reasonable requests or directions by Council in respect of the Event or Project.
- 3.2 The Recipient warrants to Council that the contents of the Recipient's Application Data, reports and all other information provided by it to Council is true and correct, and the Recipient must notify Council within 24 hours of any changes to the details of these.

4. REPORTING

- 4.1 The Recipient must maintain and retain for 5 years following the Project accurate records of the income, expenditure and any other details necessary to ascertain the financial performance of the project.
- 4.2 Within 12 weeks of the completion of the Project, the Recipient must complete Council's Arts and Cultural Infrastructure Acquittal Report, on terms satisfactory to Council. This acquittal report to Council is to contain the following in respect of the Event or Project:-
 - (a) a financial statement (including evidence of how Funding was spent (as per section 1);
 - i) Income and expenditure (budgeted versus actuals)
 - ii) Copies of expenditure receipts for items paid for using the Funding (as per section 1)
 - (b) a report quantifying the performance of the Event or Project (both financial and otherwise) against the projections for the Event or Project contained in the Recipient's Application Form; and
 - (c) any other pertinent information in respect of the performance of the Event or Project (including but not limited to notice of any awards or copies of any other promotional information in respect of the event such as: promotional brochures, details of media coverage, date list of television and radio interview and publications regarding the Event or Project).
- 4.3 Council may at any time during the Term reasonably request that the Recipient provide to it other details in respect of the Event or Project and the Recipient must promptly comply with any such request.
- 4.4 Where Council has provided Funding to the Recipient which the Recipient has not outlaid on the Event or Project, the Recipient must refund this amount to Council within 14 days of the completion of the Event or Project.

5. PUBLICITY

- 5.1 In all advertising, signage and other promotional material in respect of the Event or Project, the Recipient must use the statement "[the Event or Project] is sponsored by Cairns Regional Council" and Council's Logo to be conspicuously displayed. The Recipient must adhere to the terms of Council's Corporate Standards Design Guide (as amended by Council from time to time) in complying with this clause.
- 5.2 Council may use the Recipient's reporting information and any other details in respect of the Event or Project for any promotional and other purposes as Council considers appropriate.
- 5.3 The Recipient will promptly provide Council with copies of all promotional brochures, media material, notice of any awards and any other promotional information in respect of the Event or Project as part of Council's Community Assistance Acquittal Reporting (refer clause 5).

6. INSURANCE AND LIABILITIES

- 6.1 The Recipient must, prior to the Commencement Date, take out and maintain insurance for the Term for public liability to the value of \$20,000,000.00 per incidence and otherwise in respect of the Recipient's activities and potential liabilities to Council and third parties under this Agreement and the Recipient must cause Council's interests to be noted on its relevant insurance policies. The Recipient must provide Council with evidence of these insurances prior to the Commencement Date.
- 6.2 The parties acknowledge that Council is self-insured.
- 6.3 Council will not in any way be liable to the Recipient for loss or damage the Recipient suffers in connection with this Agreement.
- 6.4 The Recipient indemnifies Council against all losses, claims or damages Council incurs as a result of the Recipient's Event or Project, negligence or failure to comply with the terms of this Agreement.

7. DEFAULT AND TERMINATION

- 7.1 The obligations set out in clauses 3 (Funding), 4 (Event or Project), 5 (Reporting), 7.1 (Insurance) and 9 (Assignment) are essential terms of this Agreement. The failure to label a clause as being essential does not in itself preclude that clause from being an essential term.
- 7.2 Where a party ("defaulting party") fails to:
 - (a) comply with an essential term of this Agreement; or
 - (b) comply with any other term of this Agreement and fails to remedy that non-compliance within 48 hours of receiving notice from the other party ("non-defaulting party") to do so,
 then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.
- 7.3 Where:
 - (a) Council considers, acting reasonably, that this Agreement is no longer desirable having regard to adverse publicity relating to or associated with the Recipient;
 - (b) the control or beneficial ownership of the Recipient changes; or
 - (c) the Recipient becomes subject to any Insolvency Event during the Term,
 then Council may terminate this Agreement by giving written notice to the defaulting party.
- 7.4 Upon termination of this Agreement, Council will not be required to provide any further Funding to the Recipient and may require the Recipient to refund Council all or part of the Funding (at Council's discretion) within 14 days of Council's request to do so.
- 7.5 The parties' rights under this clause are in addition to that at Law.

8. ASSIGNMENT

This Agreement may not be assigned by the Recipient without Council's written consent, which consent may (at Council's sole discretion) be granted, granted with conditions or withheld.

9. FORCE MAJEURE

- 9.1 If Council is rendered unable, wholly or in part, by Force Majeure to carry out or observe any of its obligations under this Agreement, it shall give to the Recipient prompt written notice providing full details of the Force Majeure.
- 9.2 Subject to sub-clause 10.1, the obligations of the parties under this Agreement, to the extent affected by Force Majeure, will be suspended and no claim by either of the parties against the other party will avail by reason of such Force Majeure provided that Council must, to the extent practicable, take all reasonable steps to remove the Force Majeure as soon as possible. Such reasonable steps will not require Council to settle any reasons for the Force Majeure on unfavourable terms.

10. APPLICABLE LAW

- 10.1 This Agreement is governed by, and is to be construed in accordance with, the law of the State of Queensland, Australia.
- 10.2 The parties agree that the courts of the State of Queensland will have exclusive jurisdiction to hear disputes arising out of or relating to either this Agreement or the formation of this Agreement.

11. NOTICES

A notice will be deemed to be served on a party if it is addressed to that party at its Address for Service (and if the notice is to be served on the Recipient, marked to the attention of the Chief Executive Officer) and it is delivered by hand to that address or sent by registered mail to that address.

12. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties in relation to the Funding.

13. FURTHER ASSURANCES

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements set out in this Agreement.

14. LEGAL FEES

- 14.1 Each party is responsible for its own legal fees in relation to the negotiation, preparation and execution of this Agreement.
- 14.2 Unless specified otherwise, the Recipient must comply with its obligations under this Agreement at its own cost.

15. DUTY

Any duty on this transaction is payable by the Recipient.

16. DISPUTE RESOLUTION

- 16.1 If a dispute arises in connection with this Agreement, then a party may only deal with that dispute in the manner set out in this clause.

- 16.2 A party to a dispute which arises in connection with this Agreement may give to the other party or parties to the dispute a notice specifying the dispute and requiring its resolution under this clause.
- 16.3 Within 14 days after a notice is given under clause 17.2 of this clause (or such longer period as is agreed in writing by the parties to the dispute) each party to the dispute must use its best efforts to resolve the dispute in good faith.
- 16.4 If the dispute is not resolved within 14 days, any party may take legal proceedings to resolve the dispute.
- 16.5 The provisions of this clause do not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.

17. RELATIONSHIP OF PARTIES

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

18. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

19. GOODS AND SERVICES TAX

- 19.1 The amounts payable by Council under this Agreement are inclusive of GST unless otherwise provided. If GST is to be assessed on the provision of goods, services or any other Supply under this Agreement, then the Supplier must provide the Recipient with a Tax Invoice.

20. DISCLOSURE OF information

- 20.1 Other than as provided in this Agreement, the Recipient must not disclose the terms of this Agreement to any third party without Council's written consent.
- 20.2 Council may disclose the terms of this Agreement as it sees fit.
- 20.3 This clause survives the termination of this Agreement.

<<Funding Agreement End>>> (please note by signing the below declaration / authorisation for the application you are also entering into the above funding agreement should you be awarded grant funds).

Recipient Created Tax Invoice (RCTI) – Registered for GST only

I agree to an RCTI: **YES** **NO**

The recipient and the supplier declare that this agreement relates to the above supplies. The recipient will issue tax invoices in respect of these supplies. The supplier will not issue tax invoices in respect of these supplies. The supplier acknowledges that it is registered for GST and that it will notify the recipient if it ceases to be registered. The recipient acknowledges that it is registered for GST and that it will notify the supplier if it ceases to be registered. Acceptance of this recipient created tax invoice (RCTI) constitutes acceptance of the terms of this written agreement. Both parties to this supply agree that they are parties to an RCTI agreement as outlines in GSTR 2000/10. The supplier agrees to notify the recipient if the supplier does not wish to accept the proposed agreement.

DECLARATION/ AUTHORISATION

I/We have read the standard Agreement Terms and Conditions and understand that if a financial incentive is approved, I/we are agreeing to the funding agreement outlined in this form. I/We understand that the approved funding may differ from the original request and in this case will be notified by Council of any variations. I/we acknowledge that if the approved amount is no longer required, I/we will notify Council.

I/We understand that:

- submission of a signed application does not guarantee financial incentive approval for either all or part of the incentive being sought;
- project costs incurred prior to the date the final signed application form is lodged with the Council are not eligible for reimbursement and are incurred at the applicants own risk;
- normally under the terms and conditions of a Council Lease/User or Management Agreement, the written consent as lessor is required prior to the lessee undertaking any improvement works on the premises. If enough information is provided under this application, the tenure arrangement will be reviewed to ensure the proposed works satisfies relevant tenure conditions. Please note that further information may be required or the application may be rejected, based on the terms and conditions of the tenure arrangement;
- this application does not constitute required approvals eg: Development Application, Operational Works Application or Building Works Application;
- all attachments must be included with your submission; as incomplete applications cannot be processed.

I/We, as the undersigned, authorise Cairns Regional Council to undertake any necessary due diligence and hereby certify that all details provided in this application are true and correct and understand the Council's policy on confidentiality, commercial confidence and privacy statement.

I certify that I am authorised by the organisation to prepare and submit this application.

I have read the guidelines relating to the grant and certify that to the best of my knowledge the information provided in this is correct.

I have disclosed full and accurate information of income and expenditure for the project proposed.

I agree to provide Council with any additional information required to assess this application.

I agree to comply with all requirements of the grant funding stream and will return any unspent grant monies.

I will acknowledge the support of Council in all relevant promotional and printed material.

I will agree to ensure that all relevant permits, permissions and statutory and legislative requirements are met as part of the project.

I confirm that the appropriate insurances will be arranged for the project that is described in this application.

Applicant Name

Signature:

Date

Executed by the Recipient, by its Chairperson and Secretary

Director/Secretary

Signature:

Date

Director

Signature:

Date

In the presence of:

Witness Name

Signature:

Date

Cairns Regional Council is collecting your personal information for the purpose of processing your grant application. The collection of this information is authorised under the Local Government Act 2009. Your personal information will not be disclosed to any other person or agency unless you have given your permission or Council is required to by law. Cairns Regional Council and its offices are subject to the Queensland Right to Information Act 2009.

OFFICE USE ONLY:

SIGNED for and on behalf of **CAIRNS REGIONAL COUNCIL** by its duly authorised representative,

Name

Position

Signature:

Date