

2014 Capital Assistance Program

2014 Capital Assistance Program

Application CAP/2014/01: Hon David Maloney

Sport and Recreation Grants Program

Welcome to the Sport and Recreation Services on-line grant application service.

This site will allow you to apply for Capital Assistance Program (CAP) grants for the 2014 Calendar Year.

The primary objective of the CAP is to provide financial assistance to eligible organisations for capital developments (typically for projects to be completed during the relevant calendar year) that will support participation in active lifestyles through the delivery of quality programs and services for the benefit of the Canberra community.

For further information and general eligibility etc, please refer to CAP Guidelines:

www.economicdevelopment.act.gov.au/sport_and_recreation and /or contact the Grants Officer, SRS, phone 6207 2055 / email: David.Maloney@act.gov.au

You may begin anywhere in this application form. Please ensure you save as you go.

If a technology error occurs, SmartyGrants Help Desk is available on (03) 9320 6888 or on service@smartygrants.com.au.

Funding Terms and Conditions

Sport and Recreation Services is collecting information on this form and any other information you provide as part of your application to access whether you are eligible for a grant under the Sport and Recreation Grant Program.

Sport and Recreation Services may give some or all of this information to other ACT Government agencies administering grant programs.

Information relating to but not limited to your application may be used when assessing whether you will be entitled to future grants for which you might apply. If you receive a grant, your performance and acquittal of that grant may also be taken into account by ACT Government agencies in relation to applications for future grants.

By submitting this application, you acknowledge the above and that each individual referred to in the application is aware that the information relating to the organisation may be disclosed and used for these purposes, and/or publication, and consents to that disclosure and use.

Agree to Terms Yes
Tick to Agree

Organisation Details

Organisation Name Volleyball ACT

Key Personnel:

CEO Name

President's Name Mr Les Young

Postal Address PO Box 1186
Dickson ACT 2602

Physical Address 1 Riggall Place
Lyneham ACT 2602

Phone Number 6247 9587

Organisations Email Address david.maloney@act.gov.au

2012-13 Medical Assistance Program

2012-13 Financial Assistance Program

Application Form (2012-13) from David Mackenzie

Web site Address www.volleyballact.com.au

Social Media
eg. Facebook / Twitter (if applicable)

Is your Organisation Incorporated within the ACT Yes

Year Incorporated 1986

ABN 23 055 746 628

Information from the Australian Business Register

ABN
Organisation Name
Status
Type of Organisation
Is registered for GST?
Is a Charity? Type
Is a Deductible Gift Recipient (DGR)?
Tax Concessions
Registered Address

Australian Business Number (ABN)

Financial Reporting Period Calendar Year
eg. Oct to Sept

Membership (break-down):

Males 750
Number of registered participants

Females 750
Number of registered participants

Attachments

The most recent documents must be provided in order to be considered for funding.

1/ Audited Financial Statement

- [VACT Fin Statement.pdf](#) 678.5 kB

2/ Public Liability Insurance Certificate

- [Volleyball 2011-12 Certificate of Currency.pdf](#) 189.3 kB

(Your Organisation must have Public Liability cover of \$10 million minimum for the period of funding)

3/ Strategic Plan

- [VACT Strategic Plan 2010-13.pdf](#) 121.9 kB

Project Details

Project Title Beach Volleyball Facility Development

ACT Regional Assistance Program**ACT Regional Assistance Program**

Application - SRGP/00 from David Matoney

Project Description

Refer SRS Internal Brief BM13/130

Due to lack of access to the two beach volleyball courts at Canberra Olympic Pool (COP), Volleyball ACT (VACT) are restricted to only a limited beach volleyball competition in the summer. In addition, are unable to offer beach volleyball as part of the Good Neighbour Volleyball Tournament, removing a potentially lucrative addition from the event.

The inability to diversify activities to create a legitimate beach volleyball competition and a 'recreational/social offering' has impacted on VACT's ability to grow the sport and associated revenue streams.

50 words

Evidence of Needrefer Brief
100 words**Amount Funding Requesting**\$500,000
(\$) Refer to Page 7 - 'Project Budget'**Project Location / Site****Block Number**

Block 48

Section Number

Section 59

Division / Suburb

Lyneham

Physical AddressRiggall Place
Lyneham ACT 2602**ACTIVE 2020**

ACTIVE 2020 is a long term strategic plan for sport and active recreation in the ACT Region, promoting partnerships to develop the industry and unite the system to connect and promote the economic and social value of sport and active recreation to the community.

ACTIVE 2020 identifies seven fundamental goals as the key strategic priorities upon which the industry will be nurtured and promoted over the period 2011-2020.

Strategic Priorities 1, 6 and 7 are wholly or impart consistent with the scope of the SRGP.

Within one of these priority areas identify the strategic initiative to which your organisation's priority outcome for 2014 best aligns.

You can view the ACTIVE 2020 Plan at Link: <http://towards2020.moonfruit.com/>

Priority - Initiative

7.1 develop a long term strategic facilities and resources plan to support the objectives of the Active 2020 pain including enhanced established ACT sporting precincts

eg: 7.3 identify and address environment challenges and ensure the sport system adopts to environmental changes and is environmentally conscious and responsible.

Initiative

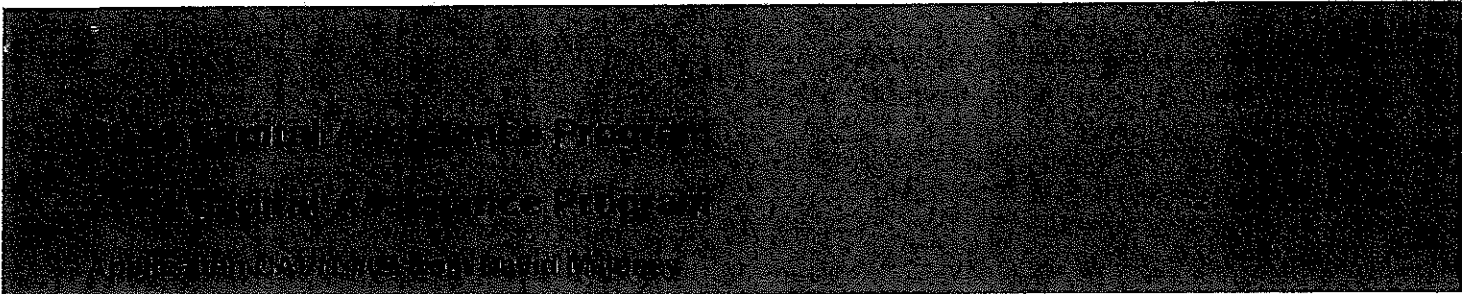
7.1 develop a long term strategic facilities and resources plan to support the objectives of the Active 2020 pain including enhanced established ACT sporting precincts

Provide details of the priority strategic Initiative/activity of your organisation in 2014 that will compliment the Identified ACTIVE 2020

Priority-Initiative (above)

Supporting Document

- Attachment D.docx 13.8 kB
- Beach Facility Proposal - Attachment C.pdf 4.1 MB
- Beach Facility Proposal - Attachment C.pdf 4.1 MB



(If you wish to support this question, please attach here)

Land Ownership

1/ Who is the Owner of the Land where Project is to be located?

Land Owner ACT Government

If Other is selected, please provide details of who owns the land

2/ Does your organisation currently Lease or Sub-lease the Land?

Leased Yes

If Yes, please provide :

Lease Provider's Name Sport and Recreation Services

Lease Expiry Date

3/ Has your Organisation had a Development Application (DA) approved for this project by the ACT Planning and Land Development Authority (ACTPLA)

DA approved - Answer No

If no, then why not? na

If Yes, attach Approval Document *No files have been uploaded*

Project Budget

Budget

You can add additional lines as required.

Income Description	\$	Expenditure Description	\$
SRGP Funding (50% of Income)	\$250,000.00	beach volleyball	\$700,000.00
Your Organisation Contribution	\$200,000.00		\$
2015 SRGP funding	\$250,000.00		\$
	\$		\$
	\$		\$
	\$700,000.00		\$700,000.00

Note:

1/ All amounts should be:

2019 Capital Assistance Program

2019 Capital Assistance Program

Application CAP/2019 from David Maloney

- a) in "full dollar" amounts
- b) "exclusive" of GST
- c) **total Income and Expenditure should match.**

2/ The "Income" side of this table is for the amount of:

- a) amount of funding you are requesting - item "SRGP Funding".
- b) amount you are providing (not including any finance secured).
- c) any other sources of income towards this project.

(It is expected that the total value of b) & c) is equivalent to the amount being requested from the SRGP)

3/ The "Expenditure" side of this table is for the **total cost** of your project that will be **covered by the grant and 50% match funding by your organisation.**

4/ Note that freight / travel expenses *are not* covered for funding and should not to be included in the Budget.

Project Quote(s)

Organisations must submit a **minimum of one** quote for each item of the application that has a clear and identifiable cost. Failure to submit this information may be cause for this application to be rejected.

Quotes attached

- [Beach Facility Proposal - Attachment C.pdf 4.1 MB](#)

Project Support

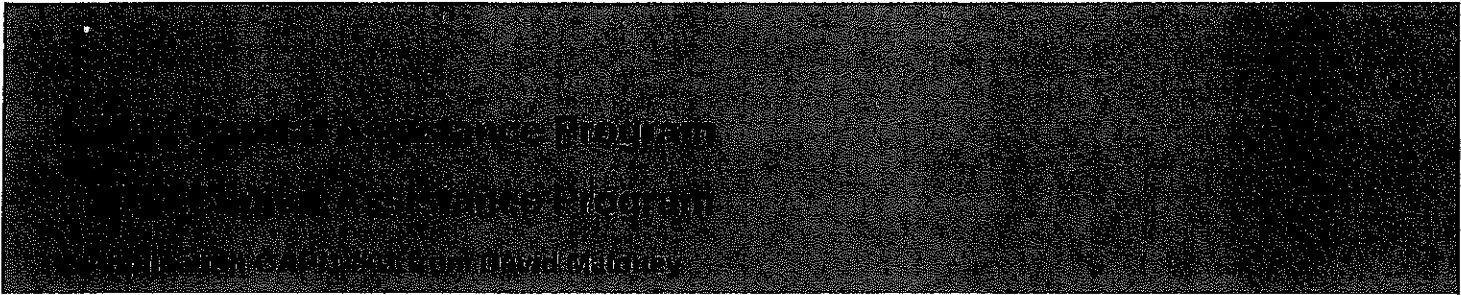
If available, please attach a Project Plan to support your application

Project Plan

- [Beach Facility Proposal - Attachment C.pdf 4.1 MB](#)

Application Declaration

Application Contact Person	Mr Les Young
Contact's Position within Organisation	President
Day-time Phone Number / Mobile Number	6247 9587
Contact's Email Address	david.maloney@act.gov.au



I (above name) declare as principal office bearer of the applicant organisation that all the information provided in the application is true and correct. I am aware that action may be taken for repayment of any grant made where information contained in the application is subsequently found to be false or the grant is not used for its approved purpose.

NOTICE: Please ensure you have included all information required in your application as once submitted it will not be able to be retrieved to edit.

Agree to Funding Terms Yes



ACT
Government
Economic Development

Mr Les Young
President
Volleyball ACT
PO Box 1186
Dickson ACT 2602

Dear Mr Young

2014 SPORT AND RECREATION GRANT PROGRAM

I am pleased to advise that the Minister for Sport and Recreation, Mr Andrew Barr MLA, has approved funding assistance for Volleyball ACT up to **\$500,000** for the Beach Volleyball Facility Development.

A condition of this funding is the establishment of a Project Consultative Committee to oversee the development and monitor the project as established within the Funding Deed.

Payment of the above funding will be made in two instalments, the first of \$250,000 in 2013 with final instalment up to \$250,000 on or after 1 July 2014 and on receipt of a tax invoice by Sport and Recreation Services (SRS).

Please note application (CAP/14/01) for the 2013 payment for the amount of **\$250,000**.

Please find enclosed a Funding Deed for the grant. This is required to be signed and returned to SRS together with the Payment Authorisation Form upon which payment will be arranged.

Tax Invoice – this is required for organisations who are registered for GST in order to have the grant grossed up by 10%. The Invoice should advise the GST component, the total amount payable, the application number and a brief description of the grant.

Tax Invoice to be made out to:

Economic Development Directorate
Sport and Recreation Services
PO Box 147
Civic Square ACT 2608

If you require further information or have any queries with the grant offer and your obligations under the Funding Deed, please contact Simon Dolejsi, SRS, on 6207 2077.

Yours sincerely

Jenny Priest
Director
Sport and Recreation Services

July 2013



ACT
Government
Economic Development

BRIEF

SUBJECT: Lyneham Beach Volleyball Facility – First Instalment

To: Director, Sport and Recreation Services

From: Assistant Manager, Client Services and Programs

Date: 19 July 2013

Purpose

To seek your signature on the attached Funding Deed (Attachment A) with Volleyball ACT (VACT) for the construction of a beach volleyball facility at Lyneham. The Deed calls for the first payment instalment of \$250,000 be provided to VACT from 1 July 2013.

Background

On 24 February 2013, the Minister approved the pre-commitment of up to \$500,000 from the 2014 (\$250,000) and 2015 (up to \$250,000) Sport and Recreation Grants Program (SRGP) funding pool to VACT for construction of the Lyneham Beach Volleyball Facility. The brief requesting this pre-commitment can be found at Attachment B and provides detailed background on the need for such a facility in the ACT.

Issues

Funding Model for Construction

Cardno estimates cost of construction to be \$900,000. Based on this figure, SRS will progress the development of this facility in partnership with VACT without specific Territory budget appropriation. The Deed provides a two-year funding commitment from the SRGP and is complemented by support from the Facility Improvement Program (FIP) in 2014/15 to install lighting. Additionally, VACT has sourced finance and will contribute \$200,000 towards the project.

Funding Deed

The key components of the Funding Deed include:

- The formation of a Consultation Committee to oversee construction consisting of:
 - Manager, Client Services and Programs (or delegate);
 - Assistant Manager, Client Services and Programs;
 - President, VACT; and
 - Project Manager, Cardno.
- The development of a detailed cost plan for the project as part of the detailed design stage.

- The opening of a separate bank account for the project and requirement that any interest generated from ACT Government funding be utilised only for this project.

The Deed identifies the location for the facility (behind the ACT Netball Centre). This site has been surveyed with block boundaries identified (Lyneham Block 48, Section 59). The Deposited Plan has been registered by SRS with the Office of Regulatory Services. The granting of an Executive Lease to SRS has been approved and will follow shortly.

In addition, Schedule 3 of the Deed identifies the minimum venue requirements. In advance of the detailed design phase, these minimum requirements have been left quite broad, rather than seeking to stipulate more detailed inclusions.

Next Steps

VACT have agreed to engage Cardno to undertake the detailed design work, DA submission, tender documentation and superintendence.

Running concurrently with this process will be the execution of a sub-lease agreement on the facility with VACT. SRS will work with the Government Solicitors Office to formalise this sub-lease.

Consultation

The Consultation Committee will be responsible for ongoing consultation with key stakeholders during construction. From a design perspective, this will include other potential users such as Capital Football, Touch Football and Ultimate Frisbee.

Financial

Outside of ongoing SLISS payments, the following is a list of existing pre-commitments from the 2014 SRGP:

- Lyneham Beach Volleyball Facility, first instalment - \$250,000
- Inclusive Participation Funding Program - \$55,000
- Multicultural Program - \$25,000
- Physical Activity Foundation - \$25,000
- Sportenery Club of the Month - \$3,000

While construction of this facility is not envisaged to commence until March/April 2014, execution of this Deed now and the associated payment of the first instalment will allow the project to benefit from any accumulated interest. This may ultimately result in a saving to the 2015 SRGP.

Media

There will be positive media opportunities for the Minister during and upon completion of construction.

RECOMMENDATION

That you:

- Note the contents of this brief; and

NOTED/PLEASE DISCUSS

- Agree to sign the attached ^{letter} ~~funding deed~~ (Attachment A).

AGREED/NOT AGREED/PLEASE DISCUSS

Simon Dolejsi, Assistant Manager, Client Services and Programs

Jenny Priest

19/7/13



ACT
Government
Economic Development

Mr Les Young
President
Volleyball ACT
PO Box 1186
Dickson ACT 2602

Dear Mr Young

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Yours sincerely

Jenny Priest
Director
Sport and Recreation Services

19 July 2013



ACT
Government

Economic Development

Sport and Recreation Grants Program

2014 Community Sport and Recreation Development Program Deed

Recipient: Volleyball ACT

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THIS DEED is dated 1 January 2014

PARTIES:

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C'wth) represented by **SPORT AND RECREATION SERVICES (SRS), ECONOMIC DEVELOPMENT DIRECTORATE**

AND

Volleyball ACT, ABN: 23 055 746 628 of PO Box 1186 Dickson ACT 2602 (Recipient)

BACKGROUND:

- A. SRS is responsible for delivery of the Territory's sport and recreation policy and programs.
 - B. The Asset Repair and Maintenance Scheme Program primary objective is to provide assistance to eligible organisations for facility repair and maintenance that will support participation in active lifestyles through the delivery of quality facilities for the benefit of the Canberra community.
 - C. SRS has agreed to provide the Grant to the Recipient under the Asset Repair and Maintenance Scheme - Sport and Recreation Grant Program.
 - D. SRS has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.
-

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

Acquittal of Grant Funding Form	means the form attached at Schedule 2 ;
Asset Management Plan	means a plan for managing the infrastructure and other assets to deliver an agreed standard of services (refer clause 2.4);
Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in Item 5, Schedule 1 , or as notified in writing from time to time by one party to the other;
Funded Activity	means the activity set out in Item 3 of Schedule 1 ;
Grant	means the amount specified in Item 2 of Schedule 1 ;
Grant Material	means all reports, documents, information or other records created, written or otherwise brought into

existence by the Recipient as part of, or for the purpose of administering the Grant arrangement (whether in draft or final form), stored by any means;

- Grant Period** means the period specified in **Item 1 of Schedule 1**;
- GST** has the same meaning as it has in the GST Act;
- GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (C'wlth);
- Insolvency Event.** (15) in respect of a natural person means:
- (o) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the Bankruptcy Act 1966 (C'wlth); or
 - (p) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- (16) in respect of all other entities means:
- (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the Corporations Act 2001 (C'wlth) occur in respect of the entity; or
 - (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (i) insolvency;
 - (ii) winding up; or
 - (iii) appointment of a controller (as that term is defined in the Corporations Act 2001 (C'wlth)) in respect of part or all of the property,
- of the entity.

For the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) Corporations Act 2001 (C'wlth) are to be read as if applying to all incorporated entities.

- Invoice** means an invoice that:
- (1) is a valid tax invoice (if GST is payable in respect of any taxable supply made under this Deed);
 - (2) clearly sets out the amount that is due for payment, is correctly calculated and is in

respect of the Funded Activity;

- (3) sets out details of the Funded Activity undertaken or to be undertaken, and sets out or is accompanied by any other details or reports required under this Deed; and
- (4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Contact Officer;

Matched Funding means the amount equivalent to the Grant and which is paid by the Recipient for the purposes of the Funded Activity;

Program means the Asset Repair and Maintenance Scheme - Sport and Recreation Grant Program;

Special Condition means any provision set out in **Schedule 1**;

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by **section 7** of the *Australian Capital Territory (Self-Government) Act 1988* (C'wlth).

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include any other gender; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;
- (5) schedules and attachments form part of this Deed, however clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

Subject to the Recipient's compliance with this Deed and sufficient funds being available for the Program, SRS will pay to the Recipient the Grant following the receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Recipient's Obligations

The Recipient must:

- (1) contribute Matched Funding for the purpose of the Funded Activity unless otherwise specified in **Item 8, Schedule 1**;
- (2) expend the Grant and Matched Funding only for the purpose of the Funded Activity;
- (3) undertake the Funded Activity diligently and otherwise in accordance with this Deed;
- (4) if the Recipient fails to expend the Grant and Matched Funding as required in **clause 2.2**:
 - (a) hold the unexpended amount of the Grant in trust for SRS; and
 - (b) on written request by SRS, repay SRS the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and
- (5) provide to SRS the reports set out in **Item 4 Schedule 1**.

2.3 Reduction of Grant

- (1) SRS may reduce the amount payable under **clause 2.1**:
 - (a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and
 - (b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.
- (2) SRS may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to SRS is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

3. Grant Period

This Deed is for the Grant Period unless terminated under the provisions of this Deed.

4. Policy

The Recipient must demonstrate compliance with the policies specified in **Item 7 Schedule 1**, if any, if requested to do so in writing by SRS.

5. Goods and Services Tax (GST)

If the Recipient is registered under the GST Act, SRS will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the SRS that are taxable supplies under the GST Act.

6. Intellectual Property Rights

6.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

6.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

6.3 Meaning of "use"

For the purpose of **clause 6**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

7. Insurance

The Recipient must effect and maintain for the Grant Period all insurance coverage that a prudent person carrying on the operations of the Recipient would effect, and all insurance coverage required to be effected by it by law, including the insurance specified in **Item 5 Schedule 1**, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's and must provide evidence of that insurance if requested by SRS.

8. Indemnity/Liability

The Recipient indemnifies SRS, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that SRS caused the relevant loss, damage or injury

9. Suspension of Grant

9.1 Suspected breach

Without limiting its rights, SRS has reasonable grounds to suspect that the Recipient is in breach of this Deed, SRS may suspend payment of the Grant while it investigates the suspected breach.

10. Termination

10.1 Breach

SRS may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is the subject of an Insolvency Event;
- (2) fails to undertake the Funded Activity diligently and in a manner, having regard to any timeframes specified in this Deed;
- (3) is in breach of a provision of this Deed, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by SRS; or

(b) is not capable of being remedied.

10.2 Termination or reduction of funding for any reason

SRS may, at any time by written notice to the Recipient, terminate this Deed or reduce funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 10**; or
- (2) in the event of reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

10.3 No prejudice

Nothing in this **clause 12** prejudices any other rights or remedies of SRS in respect of any breach of this Deed.

11. Refund of Grant

11.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed under **clause 10**, the Recipient must:

- (1) within 30 days provide the SRS with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay that part of the Grant that has not been acquitted as required in **Item 4 of Schedule 1**.

11.2 Meaning of Unacquitted funds

For the purpose of **clause 11.1**, the Grant is not acquitted if it:

- (1) has not been spent;
- (2) has not been contractually committed to be spent; or
- (3) has been spent in breach of this Deed.

12. Acknowledgement

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the SRS in any public event, media release, social media, website or media coverage; and
- (2) include an acknowledgement in the form set out in **Attachment A** in all documents, brochures, books, articles, social media, newsletters, websites, other artistic works or literary works or advertising.

13. General

13.1 Entire agreement

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

13.2 Variation

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period, including variation to:

- (1) the Funded Activity work programs;
- (2) the Funded Activity objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant of the Funded Activity; and
- (4) the Grant Period.

13.3 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer.

A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:
 - (v) the other party's acknowledgment of receipt by any means,
 - (w) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
 - (x) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

13.4 Conflict of Interest

The Recipient:

- (1) warrants to SRS that at the date of entering into this Deed no conflict of interest exists or is likely to arise in the performance of the Funded Activity or its obligations under this Deed; and
- (2) must, if during the Grant Period, a conflict or risk of conflict arises:
 - (a) notify SRS immediately in writing of that conflict or risk; and
 - (b) comply with any requirement of SRS to eliminate or otherwise deal with that conflict or risk.

13.5 No Employment, Agency or Partnership

- (1) Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors, as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

13.6 Assignment and Novation

- (1) The Recipient must not assign the whole or any part of this Deed or otherwise deal with its rights and obligations under this Deed without the prior written consent of SRS. In giving its consent, SRS may impose any conditions it considers appropriate.
- (2) The Recipient must notify SRS before entering into negotiations with any other person regarding any arrangement that might require novation of this Deed.
- (3) Any consent of SRS to novate this Deed must be in writing in the form of a Deed of Novation acceptable to SRS.

13.7 No Waiver

Failure or omission by SRS at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that SRS may have in respect of that provision.

13.8 Applicable Law

This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

13.9 Special Conditions

In the event of inconsistency between any Special Condition and any other provision of this Deed, then, to the extent of any inconsistency, the Special Condition will prevail.

13.10 Survival of Clauses

Clauses 6, 8 and 11 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1**GRANT DETAILS**

- Item 1. Grant Period** From 1 January 2014 until 31 December 2014
- Item 2. Grant** (1) Grant: **CSRDP/14/13** Amount: **\$15,000**
 The Grant is payable as a lump sum on or after the date of this Deed and within 30 days of receipt of an Invoice;
 (2) ~~Except if otherwise stated in this Deed, the Grant is exclusive of GST and all other taxes, duties and charges.~~
- Item 3. Funded Activity** **Marketing & Engagement of Beach Volleyball Facility**
- Item 4. Reporting and Acquittal** Not later than **31 March 2015** the Recipient must provide to SRS:
 (1) a completed Acquittal of Grant Funding Form substantially in the form of **Schedule 2**;
 (2) a copy of the relevant financial statement certified by a registered accountant that clearly identifies the income and expenditure of the Grant supported by invoices, receipts and bank statements, in accordance with the Matched Funding requirement, if applicable;
 or
 (3) a document signed by a registered accountant that clearly identifies the receipt and expenditure of the Grant supported by invoices, receipts and bank statements, in accordance with the Matched Funding requirement, if applicable.
- Item 5. Other insurance requirements** (1) Public Liability Insurance: \$10 million
 (2) Other Insurance: Not used
- Item 6. Contact Officer** *For SRS:*
 Grants Officer
 Sport and Recreation Services
 PO Box 147
 Civic Square ACT 2608
 Ph: 6207 2055
For the Recipient:
Mr Andrew Crozier - Chief Executive Officer
Volleyball ACT
PO Box 1186
Dickson ACT 2602
Ph: 62479587
Email: manager@volleyballact.com.au
- Item 7. Policy** Not applicable
- Item 8. Special Conditions**

SCHEDULE 2

2014 ACQUITTAL FORM

This section is to be kept by the Organisation and returned to Sport and Recreation Services upon the finalisation of all the necessary acquittal documentation. Failure to do so will jeopardise future funding.

Applicant Organisation: Volleyball ACT

Application Number: CSRDP/14/13

Grant: \$15,000

ABN: 23 055 746 628

Funded Activity: Marketing & Engagement of Beach Volleyball Facility

Termination Date: 31 December 2014

Acquittal Date: 31 March 2015

Special Conditions:

- Acquittal Requirements:**
- 22. Acquittal documentation **MUST** include proof of **MATCHED FUNDING** (dollar for dollar) by the Organisation unless otherwise specified in the "Special Conditions" above.
 - 23. The amount expended by the Organisation, including matched funding if applicable, **MUST** be exclusive of GST.
 - 24. Organisations **MUST** comply with the Acknowledgement Guidelines for the Sport and Recreation Grant Program.

Organisations must be able to clearly demonstrate that the grant has been expended in accordance with the Terms and Conditions of the 2014 Funding Deed and the General Conditions/Special Conditions of the grant.

For Community Development Assistance Programs and Acquisition of Equipment;

- A copy of the relevant financial statement certified by a registered accountant that **CLEARLY** identifies the income and expenditure of the grant supported by invoices, receipts and bank statements, in accordance with the matching funding requirement, if applicable.
- OR
- A document signed by a registered accountant that **CLEARLY** identifies the receipt and expenditure of the grant supported by invoices, receipts and bank statements, in accordance with the matching funding requirement, if applicable.

I certify that the grant was expended for the above purpose, prior to the termination date, and in accordance with the Terms and Conditions of the 2014 Funding Deed and the General Conditions/Special Conditions of the grant.

To be **SIGNED** by a principal office holder only:

Name:												
Position held in Organisation:												
Contact telephone:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>											
Signed:												
Date:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%; text-align: center;">/</td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%; text-align: center;">/</td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>			/			/					
		/			/							

This signed Acquittal Form and the financial documentation to acquit this grant is to be forwarded to the following address:

Grants Officer
 Sport and Recreation Services
 Economic Development Directorate
 PO Box 147
 Civic Square ACT 2608

For further information or enquiries please call 6207 2055

Attachment A

ACKNOWLEDGEMENT IN PUBLICITY AND PROMOTION

ACT Government funding requires appropriate acknowledgement of support. This support is to be recognised on signs, stationary and electronic means through the Brand Canberra initiative that was revealed on 28 November 2013.

Brand Canberra is the culmination of a long process that involved many individuals and organisations in Canberra. We hope you embrace it, because if you do, you'll help create the momentum that will take us forward and that will bring benefits to every Canberran.

Brands are not logos or taglines, Brand represent a whole set of ideas formed by every experience people have with an organisation, a product, a service – a city. The objective of the Brand is to get people to think about Canberra in a positive and powerful way.

To discover more about Brand Canberra on our website www.brandcanberra.com.au and you can access the Brand Canberra technical guidelines and logo suite.

Please download the Acknowledgement Guidelines from the Economic Development Directorate website: www.economicdevelopment.act.gov.au/sport_and_recreation

DEED DECLARATION

APPLICATION NUMBER: CSRDP/14/13

EXECUTED AS A DEED ON 10/2/14 2014

SIGNED for and on behalf of Volleyball ACT ABN: 23 055 746 628 in the presence of:

Signature of Recipient or authorised officer* *delete whichever is not applicable (see note below)

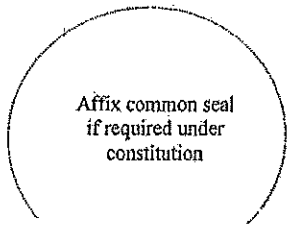
Andrew Croice CEO

Signature of witness

Adam Bradbury Print name

Signature of second authorised officer* *see note below

A.T.B. Young PRES Print name and position



SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

Signature of Territory Delegate

Dave Jeffery Print name

Signature of witness

Daniel Maloney Print name

Note: Date:

Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Individual:

Must be signed by the individual Recipient and witnessed.

Incorporated Association:

Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, two authorised officers must sign.

Company:

Must be signed in accordance with section 127 of the Corporations Act 2001 (C'wth), for example, by two directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.



PO Box 1186
Dickson, ACT, 2602
Phone: 6247 9587 Fax: 6249 6216

INVOICE ==

Tax Invoice No: 703

Date: 10/2/14

**Name: Economic Development Directorate
Sport and Recreation Services
PO Box 147, Civic Square, ACT, 2608**

Qty	Description	Unit Price	Total
1	CSRDP/14/13 Marketing & Engagement of Beach Volleyball		\$15,000
	GST Included	TOTAL	\$16,500

Please forward payment within 14 days via:

Cheque:

Made out to Volleyball ACT
Posted to: PO Box 1186, Dickson, ACT, 2602

Direct Deposit:

(Please quote Invoice number and invoice reference)

Credit Card:

Phone (02) 6247 9587 to arrange payment with Visa, Mastercard or Amex
(Please note an additional 2% surcharge applies)

Thank you for your payment

**Volleyball ACT
ABN: 23 055 746 628**

Payment Authorisation (to be completed by the Recipient)

BANK DETAILS OF ORGANISATION

Bank Name	COMMERCIAL BANK
Organisation Bank Account Name	AI
Bank Account Number	
Bank BSB Number	

GOVERNING CONDITIONS

1. Sport and Recreation Services (SRS) is under no obligation to verify the bank account details provided. Any changes to the details provided must be notified to SRS in writing.
2. Payment will be deemed to have been made when SRS has instructed its bank to debit your nominated account. SRS will not be responsible for delays in payment errors due to factors outside reasonable control SRS including, but not limited to, delays or errors in the banking system or errors in the bank account details applied.
3. SRS reserves the right at any time to terminate or suspend this direct credit payment system and to pay by cheque or in any other manner, which the ACT Government may determine from time to time.
4. The Recipient agrees to repay SRS on demand any payments credited to the Recipient in error and SRS reserves the right to offset the amount of any

overpayment credited to the Recipient in error against any future debt or liability owing by SRS to the recipient.

AUTHORISATION CONTACT PERSON

Contact Name	Andrew Crozer
Contact Telephone	0262479587
Email address	MANAGER@VOLLEYBALLACT.COM.AU
Position / Title	Chief Executive Officer

DECLARATION

I declare that all the information provided relating to the bank account details of the Organisation is true and correct

Signed	
Date	10/02/2014

Statement by a Supplier

Complete this section **ONLY** if your Organisation does not have an Australian Business Number (ABN).

Reason for not quoting an Australian Business Number (ABN) to an enterprise.

Name of supplier:	
Address of supplier:	

Under the Pay As You Go legislation and guidelines produced by the Australian Taxation Office I provide you with a written statement that, for the supply I am making and further supplies of this type that I make to you:

Tick [✓] the appropriate box:

- The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby.
- The supply is made to you in my capacity as an individual, and the supply is wholly of a private or domestic nature for me.
- I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.
- The whole of the payment that I (or the supplier that I represent) will receive for the supply is exempt from income tax.
- I (or the partnership that I represent) have no reasonable expectation of profit or gain from the activity undertaken and consider that I (or the partnership that I represent) do not meet the definition of enterprise for tax purposes.

Therefore, I am not quoting you an ABN. You should not withhold an amount from the payment you make to me for the supply. I agree to advise you in writing if circumstances change to the extent that this statement becomes invalid.

Name of authorised person (if not the supplier):	
Signature of supplier or authorised person:	
Daytime contact phone number:	
Date:	1/1

It is an offence to make a false or misleading statement.

The person/entity to whom this statement is made should retain the statement for 5 years.

This signed Form is to be forwarded together with an Invoice/Tax Invoice to:

Grants Officer
Sport and Recreation Services
PO Box 147
Civic Square ACT 2608

Paul 25/2/2014
9025080



ACT Public Service

ACCOUNTS PAYABLE INVOICE COVER SHEET

Printed copies of this text are not controlled. Always check the Shared Services customer portal <http://sharedservices/> to ensure this information is current.

Directorate <small>(please select from the drop down menu)</small>	ECONOMIC Directorate
--	-----------------------------

Payee: ACT Volleyball Special Requests/ Reference Number: For URGENT Payment	<table border="1" style="width:100%"> <tr> <td>Collect Cheque*</td> <td><input type="radio"/> Yes</td> <td><input type="radio"/> No</td> </tr> <tr> <td>Staff Reimbursement: <small>EFT only - bank account details must be provided below.</small></td> <td><input type="radio"/> Yes</td> <td><input type="radio"/> No</td> </tr> <tr> <td>RCTI (Recipient Created Tax Invoice)</td> <td><input type="radio"/> Yes</td> <td><input type="radio"/> No</td> </tr> <tr> <td>GST Registered</td> <td><input checked="" type="radio"/> Yes</td> <td><input type="radio"/> No</td> </tr> <tr> <td>Withholding Tax</td> <td><input type="radio"/> Yes</td> <td><input type="radio"/> No</td> </tr> </table> <p><small>* Please note all collect cheques are to be collected from Shared Services, Eclipse House, Civic.</small></p>	Collect Cheque*	<input type="radio"/> Yes	<input type="radio"/> No	Staff Reimbursement: <small>EFT only - bank account details must be provided below.</small>	<input type="radio"/> Yes	<input type="radio"/> No	RCTI (Recipient Created Tax Invoice)	<input type="radio"/> Yes	<input type="radio"/> No	GST Registered	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Withholding Tax	<input type="radio"/> Yes	<input type="radio"/> No
Collect Cheque*	<input type="radio"/> Yes	<input type="radio"/> No														
Staff Reimbursement: <small>EFT only - bank account details must be provided below.</small>	<input type="radio"/> Yes	<input type="radio"/> No														
RCTI (Recipient Created Tax Invoice)	<input type="radio"/> Yes	<input type="radio"/> No														
GST Registered	<input checked="" type="radio"/> Yes	<input type="radio"/> No														
Withholding Tax	<input type="radio"/> Yes	<input type="radio"/> No														

Payee Bank Account Details for EFT Payments	Purchase Order Related Invoices:
Bank Account Name: F	Purchase Order Number:
BSB Number: C	Receipt Number:
Account Number: C	Project/Task Number:
Payee Postal Address: F C	Contact Name for Purchase Orders:

Invoice Detail: (All fields are mandatory) Please attach **ORIGINAL** invoices - copies are not accepted.
 Applicable GST Codes: 10% AP (10%); Free AP (F); Input Tax AP (IT); Exempt (Ex); Capital 10% (Cap10%); Free CAP (CapF); Input CAP (ITCap); Outside AP (OS); No ABN Withhold (NABN)

Entity	Cost Centre	Account Code	Int. Trad.	Project	Agency Use	GST Tax Type	Total \$ (excl. GST)	GST Amount \$	Total \$ (incl. GST)	Description
141	14263	740102	99	54244	6316	10% AP	\$45,000.00	\$4,500.00	\$49,500.00	Funding SROP-T/14/09
									\$0.00	
									\$0.00	
									\$0.00	
									\$0.00	
									\$0.00	
									\$0.00	
									\$0.00	
									\$0.00	
									\$0.00	
Total \$ GST									Total Amount \$ (incl. GST)	
							\$4,500.00		\$49,500.00	

Remittance Advice Description:
 Funding SROP-T/14/09

By signing this form the signatories warrant the Directorate has received the above mentioned goods and/or services (excluding prepayments and deposits).

Prepared by:
 Name: David Maloney Phone: 72055
 Signature: Date: 10/2/2014

Authorising Officer (financial delegate):
 Name: David Jeffrey Position: Deputy Director
 Signature: Date: 11/2/14



PO Box 1186
 Dickson, ACT, 2602
 Phone: 6247 9587 Fax: 6249 6216

INVOICE ==

Tax Invoice No: 702

Date: 10/2/14

**Name: Economic Development Directorate
 Sport and Recreation Services
 PO Box 147, Civic Square, ACT, 2608**

Qty	Description	Unit Price	Total
1	SROP-T/14/09 Triennial Operational Assistance-- Volleyball ACT		\$45,000
	GST Included	TOTAL	\$49,500

Please forward payment within 14 days via:

Cheque:

Made out to Volleyball ACT
 Posted to: PO Box 1186, Dickson, ACT, 2602

Direct Deposit:

(Please note)

Credit Card:

Phone (02) 6247 9587 to arrange payment with Visa, Mastercard or Amex
 (Please note an additional 2% surcharge applies)

Thank you for your payment

**Volleyball ACT
 ABN: 23 055 746 628**

Payment Authorisation (to be completed by the Recipient)

BANK DETAILS OF ORGANISATION

Bank Name	Commonwealth Bank		
Organisation Bank Account Name	A		
Bank Account Number			
Bank BSB Number			

GOVERNING CONDITIONS

1. Sport and Recreation Services (SRS) is under no obligation to verify the bank account details provided. Any changes to the details provided must be notified to SRS in writing.
2. Payment will be deemed to have been made when SRS has instructed its bank to credit your nominated account. SRS will not be responsible for delays in payment or errors due to factors outside reasonable control SRS including, but not limited to, delays or errors in the banking system or errors in the bank account details supplied.
3. SRS reserves the right at any time to terminate or suspend this direct credit payment system and to pay by cheque or in any other manner, which the ACT Government may determine from time to time.
4. The Recipient agrees to repay SRS on demand any payments credited to the Recipient in error and SRS reserves the right to offset the amount of any

overpayment credited to the Recipient in error against any future debt or liability owing by SRS to the recipient.

AUTHORISATION CONTACT PERSON

Contact Name	Andrew Crozer		
Contact Telephone	0	2	62479587
Email address	MANAGER@VOLLEYBALLACT.COM.AU		
Position / Title	Chief Executive Officer		

DECLARATION

I declare that all the information provided relating to the bank account details of the Organisation is true and correct.

Signed	
Date	10/02/2014

Statement by a Supplier

Complete this section **ONLY** if your Organisation does not have an Australian Business Number (ABN).

Reason for not quoting an Australian Business Number (ABN) to an enterprise.

Name of supplier:	
Address of supplier:	

Under the Pay As You Go legislation and guidelines produced by the Australian Taxation Office I provide you with a written statement that, for the supply I am making and further supplies of this type that I make to you:

Tick [✓] the appropriate box:

- The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby.
- The supply is made to you in my capacity as an individual, and the supply is wholly of a private or domestic nature for me.
- I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.
- The whole of the payment that I (or the supplier that I represent) will receive for the supply is exempt from income tax.
- I (or the partnership that I represent) have no reasonable expectation of profit or gain from the activity undertaken and consider that I (or the partnership that I represent) do not meet the definition of enterprise for tax purposes.

Therefore, I am not quoting you an ABN. You should not withhold an amount from the payment you make to me for the supply. I agree to advise you in writing if circumstances change to the extent that this statement becomes invalid.

Name of authorised person (if not the supplier):	
Signature of supplier or authorised person:	
Daytime contact phone number:	
Date:	/ /

It is an offence to make a false or misleading statement.

The person/entity to whom this statement is made should retain the statement for 5 years.

This signed Form is to be forwarded together with an Invoice/Tax Invoice to:

Grants Officer
Sport and Recreation Services
PO Box 147
Civic Square ACT 2608



ACT

Government

Economic Development

Sport and Recreation

Grant

Signed Copy

sent to

Capital

am Deed

Les

*5/11/13
to Drew*

1/8/2013

Recipient: Volleyball ACT



ACT
Government

Economic Development

Sport and Recreation Grants Program

2014 Capital Assistance Program Deed

Recipient: Volleyball ACT

(Revised Deed – May 2014)

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THIS DEED is dated 01 July 2013

PARTIES:

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (C'wlth)* represented by **SPORT AND RECREATION SERVICES (SRS), ECONOMIC DEVELOPMENT DIRECTORATE**

AND

Volleyball ACT, ABN: 23 055 746 628 of PO Box 1186 Dickson ACT 2602 (Recipient)

BACKGROUND:

- A. Volleyball ACT is the body responsible for the leadership, management, development and promotion of the sport of volleyball at all levels in the ACT.
 - B. The Territory wishes to provide funding to the Volleyball ACT (the Recipient) for the purpose of developing the Facility (**Block 48 / Section 59 Lyneham**) for the purpose of beach volleyball activities.
 - C. SRS holds an Executive Lease on **Block 48 / Section 59** and will enter into an agreement with Volleyball ACT to sub-lease the premises.
 - D. SRS has agreed to make and the Recipient agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.
-

IT IS AGREED AS FOLLOWS:

Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires:

ABN	has the same meaning as in the <i>A New Tax System (Australian Business Number) Act 1999 (C'wlth)</i> ;
Account	means the banking account opened in accordance with clause 5.1 (1) ;
Asset Management Plan	means a plan for managing the infrastructure and other assets to deliver an agreed standard of services;
Consultation Committee	means the funded activity Consultative Committee established under clause 3.1 ;
Contract Officer	means, in relation to each party, the representatives whose names and contact details are specified in Item 5, Schedule 1 , or as notified in writing from time to time by one party to the other;
Cost Plan	means a plan and cash flow estimate for the delivery of the Funded Activity as approved under Item 3 Schedule 1 , including any variation to it;
Facility	Means the Beach Volleyball Complex to be developed by Volleyball ACT on Block 48, Section 59, Lyneham ;

Funded Activity	means the activity set out in Item 3 of Schedule 1 ;
Grant	means the amount specified in Item 2 of Schedule 1 ;
Grant Material	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out, the Funded Activity, including all reports (whether in draft or final form), documents, equipment, information and data stored by any means;
Grant Period	means the period specified in Item 1 of Schedule 1 ;
GST	has the same meaning as it has in the GST Act;
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999 (C'with)</i> ;
Invoice	means an invoice that: <ul style="list-style-type: none"> (1) is a valid tax invoice (if GST is payable in respect of any taxable supply made under this Deed); (2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity; (3) sets out details of the Funded Activity undertaken or to be undertaken, and sets out or is accompanied by any other details or reports required under this Deed; and (4) is rendered at the times specified in Item 2 Schedule 1 (if any) and addressed to the SRS Contact Officer;
Matched Funding	means the amount equivalent to the Grant and which is paid by the Recipient for the purposes of the Funded Activity, or unless an amount determined by the Territory;
Program	means the Capital Assistance Program - Sport and Recreation Grant Program;
Special Condition	means any provision set out in clause 37 ;
SRS	means Sport and Recreation Services, Economic Development Directorate;
Term	means the period specified in Item 1 Schedule 1 ;
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988 (C'with)</i>.

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;

- (3) words importing a gender include any other gender; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;
- (5) schedules and attachments form part of this Deed, however clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

1. Grant Period

This Deed is for the Grant Period unless terminated under the provisions of this Deed.

2. Payment and Use of Grant

2.1 Territory obligations

- (1) Subject to the Recipient's compliance with this Deed, the Territory will pay to the Recipient the Grant following the receipt of:
 - (a) an Invoice or tax invoice and otherwise in accordance with **Item 2 Schedule 1**;
 - (b) written details of the Account;
 - (c) proof of currency of the insurance policies required under **clause 10.1**.
- (2) The second instalment of the grant (**Item 2 1(b) Schedule 1**) shall be determined by the Consultative Committee in conjunction with the approved Cost Plan.
- (3) The Territory will provide advice and information to the Recipient of any relevant changes in government policy, programs and funding conditions that may affect the operation of this Deed.

2.2 Recipient's Obligations

The Recipient must:

- (1) contribute Matched Funding for the purpose of the Funded Activity unless otherwise specified in **clause 3.7 (Item 7 Schedule 1)**;
- (2) expend the Grant and Matched Funding only for the purpose of the Funded Activity diligently and otherwise in accordance with this Deed;
- (3) complete the Funded Activity by the end of the Term;
- (4) if the Recipient fails to expend the Grant and Matched Funding as required in **clause 2.2**:
 - a) hold the unexpended amount of the Grant in trust for SRS; and
 - b) on written request by SRS, repay the Territory the amount of the Grant which was not expended; unless otherwise agreed in writing by the parties; and
- (5) provide to SRS the reports set out in **Item 4 Schedule 1**.

2.3 Conditions precedent to payment of Grant

- (1) It is a condition precedent to the payment of the Grant under **clause 2.1** that sufficient moneys have been appropriated for that purpose by the Legislative Assembly for that year.
- (2) SRS may reduce the amount payable under **clause 2.1**:
 - (a) by an amount equal to any unacquitted funds paid to the Recipient under this Deed; and
 - (b) by an amount equal to any unacquitted funds paid to the Recipient under any agreement between the parties, whether that agreement relates to the Program or otherwise.
- (3) SRS may withhold payment of the Grant until an amount equal to any outstanding debt owed by the Recipient to SRS is paid by the Recipient, whether that debt was incurred under a program funding agreement or otherwise.

2.4 Deferral of payment

The Territory may, without limiting any other right it may have, defer payment of the Grant, or any part of it, to the Recipient until the Recipient has complied with its obligations under this Deed to the reasonable satisfaction of the Territory.

3. Management of Grant and Funded Activity

3.1 Establishment of Consultation Committee

The Recipient must establish a Consultation Committee for the purpose of consultation and liaison about the development of the Funded Activity and the expenditure of the Grant.

3.2 Membership of Consultation Committee

The Consultation Committee must be comprised of no less than 5 members, being:

- (1) the Manager, Client Services and Programs (CSP) SRS (or delegate);
- (2) Assistant Manager CSP;
- (3) the President, Volleyball ACT;
- (4) the General Manager, Volleyball ACT;
- (5) the Project Manager for the Funded Activity appointed under clause 3.3 below;
- (6) such other members as the Parties may agree from time to time.

3.3 Project Manager

The Recipient must appoint a Manager (**Project Manager**) to oversee the conduct of the Funded Activity.

3.4 Functions of the Consultation Committee

The Consultation Committee has the following functions:

- (1) To approve expenditure of the Grant in accordance with the Cost Plan. No part of the Grant may be expended without the Consultation Committee's unanimous approval under clause 3.4(6).
- (2) To ensure consultation with current and potential users of the Facility regarding their needs and design specifications to ensure that the Funded Activity achieves the minimum standards as outlined in Item 2, Schedule 3.
- (3) To agree on the design and construction plans for the Funded Activity prior to the commencement of any work and agree to any variations that may be required from time to time.
- (4) To develop the Cost Plan prior to commencement of any work.
- (5) To monitor and review the progress of the Funded Activity, in particular the expenditure of the Grant.
- (6) To authorise expenditure of the Grant from the Account.
- (7) To monitor progress of the Funded Activity and seek to ensure synergies between the Funded Activity and any other works concurrently undertaken by the Territory in the Precinct.
- (8) To provide the Territory with reports in accordance with Item 4 Schedule 1, including a statement of expenditure of the Grant at the completion of the Funded Activity.

3.5 Consultation Committee meetings

- (1) The Recipient must use its best endeavours to ensure the Consultation Committee meets no less than once each calendar month during the Term or at such other frequency as may be agreed by the parties.
- (2) Business may be carried out at a Consultation Committee meeting only if at least the Manager, CSP, SRS (or delegate) and any 2 other Consultation Committee members are present.

- (3) At each Consultation Committee meeting, the Project Manager must:
 - (a) present to the Consultation Committee a written report on the progress of the Funded Activity against the milestones set out in the Cost Plan; and
 - (b) seek endorsement from the Consultation Committee in accordance with **clause 3.4(6)** for the next stage of expenditure as detailed in the Cost Plan.
- (4) The report presented under **clause 3.5(3)(a)** must contain that information reasonably required by the Consultation Committee from time to time.

3.6 Conduct of Parties

The parties must in good faith, participate in and do all things necessary to ensure the effective functioning of the Consultation Committee.

4. Use of the Property and its Facilities

4.1 Crown Lease

The Recipient must only use the Property and its facilities consistently with the Crown Lease purpose clause.

4.2 Consent to transfer

- (1) The Recipient cannot without the Territory's consent sublet the Property.
- (2) To avoid doubt, no consent by the Territory under **clause 4.2(1)** will affect or restrict any consent process under the *Planning and Development Act 2008*.

4.3 Requirements regarding consent

In obtaining the Territory's consent under **clause 4.2(1)**, the Recipient must:

- (1) provide the Territory with all information reasonably required by the Territory; and
- (2) cause or procure any assignee, transferee or sublessee to enter into an agreement that contains provisions to the same effect as this **clause 4**.

4.4 Maintenance of the Facility

The Recipient must at all times:

- (1) maintain the Facility in good repair, order and condition to the satisfaction of the Territory;
- (2) keep the Facility clean and tidy and free from all vermin, insects, pests and noxious weeds; and
- (3) maintain a current Asset Management Plan.

5. Bank Account

5.1 Account

The Recipient must:

- (1) open (and maintain for the Term) a **separate bank account** that is in a form approved by the Territory;
- (2) deposit and hold the Grant, and any accumulated interest, in the Account;
- (3) not cause or allow any funds other than the Grant to be deposited into the Account;
- (4) promptly notify the Territory of:
 - (a) the details of the Account; and
 - (b) any change to the Account; and
- (5) within its accounting system, account for the Grant separately from any other funds of the Recipient.

5.2 Territory must assist

The Territory must do all things reasonably necessary to assist the Recipient in opening the Account.

5.3 Precondition to payment of Grant

To avoid doubt, the Territory will not pay the Grant under clause 2.1 until the Recipient opens the Account.

6. Accounts and Records**6.1 Obligation to keep**

The Recipient must:

- (1) keep complete accounts and records relating to the matters set out in this Deed at all times to the reasonable satisfaction of the Territory;
- (2) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable law;
- (3) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant;
 - (b) other money received and spent on the Funded Activity;
 - (c) the progress of the Funded Activity; and
 - (d) any other records in respect of the Funded Activity that the Territory may reasonably require from time to time; and
- (4) without limiting clause 6.1(3), the Recipient must provide to the Territory such written reports relating to the progress and expenditure of the Grant in the manner and at the times specified in Item 4 Schedule 1.

6.2 Access

The Territory may, at reasonable times and on giving reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity, to audit the Recipient's compliance with this Deed

6.3 Assistance

The Recipient must provide the Territory access to facilities and assistance as may be reasonably necessary to enable the Territory to conduct the audit under clause 6.2.

6.4 Copies

In conducting an audit under this clause 6, the Territory may at its own cost take copies of any records which it reasonably considers relevant.

6.5 Auditor-General

Any of the Territory's rights under clause 6 may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Term

This Deed will continue for the Term unless extended by written agreement of the parties or terminated under the provisions of this Deed.

8. Good and Services Tax (GST)

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of the supplies to the Territory that are taxable supplies under the GST Act.

9. Acknowledgement of Funding

9.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage related to the Funded Activity; and
- (2) include an acknowledgement in the form set out in **Item 8 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

9.2 Further acknowledgements

Without limiting **clause 9.1**, the Recipient must at its own cost, acknowledge support of the Territory in:

- (1) signage at the Facility in a format approved by SRS;
- (2) a commemorative plaque to be unveiled by the Minister at the Property on completion of the Funded Activity; and
- (3) any other form of acknowledgement that the Territory may reasonably request.

9.3 Territory's approval

The Recipient must obtain the prior written approval of the Territory of each form of acknowledgement under **clause 9.2**.

9.4 Recipient to provide copies

The Recipient must:

- (1) if requested by the Territory, provide a draft of the material referred to in **clauses 9.1 and 9.2** at least 10 days prior to publishing or printing;
- (2) provide to the Territory a copy of the material referred to in **clause 9.1** as soon as practicable after the material is published; and
- (3) with a reasonable period of notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

10. Insurance and Indemnity

10.1 Recipient's insurance

The Recipient must effect and maintain for the Term:

- (1) workers' compensation insurance to the extent required by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 5 Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 5 Schedule 1**; and
- (4) all insurance coverage required to be effected by it by law,

with an insurer having a Standard and Poor's or Best's rating of A- or better and will produce evidence of such insurance as required by the Territory.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents in respect of all claims, costs and expenses and for all loss, damage and injury or death to persons or property caused by the Recipient, its employees or agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

11 Plans and Approvals

11.1 Plans and approvals

The Recipient must promptly apply for, procure, pay for and do all things reasonably necessary to obtain all certificates, licences, consents, permits, development and all other approvals:

- (1) necessary for the lawful carrying out of the Funded Activity; or
- (2) relating to the completion, occupation or use of the Facility.

11.2 Provide copies to Territory

The Recipient must, if requested by the Territory, provide the Territory with copies of all plans and specifications, development approvals, consents and certificates relevant to the Funded Activity.

12. Notification of Certain Events

12.1 Notification of significant events

The Recipient must immediately notify the Territory if any of the following events occur:

- (1) the Recipient's address changes;
- (2) there is any change to the Recipient's principal office holders or principal employees;
- (3) if the use to which the Grant is to be put differs in any material respect from the Funded Activity;
- (4) there is a proposed internal restructuring of the Recipient organisation;
- (5) if the Recipient commits an act of insolvency or comes under any form of insolvency administration; or
- (6) any other matter arises which is likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed, including if the Recipient:
 - (a) ceases to be empowered to carry out; or
 - (b) is, or becomes, incapable of complying with, its obligations under this Deed.

12.2 Notification of other events

The Recipient must:

- (1) use its best endeavours to negotiate with Volleyball Australia, and through it the Federation of International Volleyball (FIVB), for suitable events to be held in Canberra whenever hosting bids are sought by these organisations; and
- (2) provide to the Territory each year for a period of two years from the date of completion of the Funded Activity, a report on the national and international events held at the Property, any major events held and a financial report on the facility operations reporting income and expenditure. The report will be in a form and contain such information as the Territory reasonably requires.

13 Termination

13.1 Breach

The Territory may terminate this Deed at any time by written notice to the Recipient if:

- (1) the Recipient is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) the Recipient fails to:
 - (a) commence timely construction of the Funded Activity by 1 July 2014;

- (b) meet any timeframes specified in this Deed; or
- (c) undertake the Funded Activity diligently.
- (3) the Recipient breaches this Deed where that breach:
 - (a) if capable of remedy is not remedied by the Recipient within the period specified in a written notice by the Territory; or
 - (b) is not capable of remedy.
- (4) the Recipient, without the Territory's consent:
 - (a) sells or disposes of the Property; or
 - (b) parts with possession of the Property; or
- (5) the Recipient withdraws or transfers any funds or accumulated interest from the Account without the approval of the Consultation Committee or, otherwise engages in any unauthorised use of the funds in the Account.

13.2 Termination or reduction for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 13**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

13.3 Refund of Grant

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:

- (1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) repay any or all of the Grant that remains unacquitted.

13.4 Meaning of unacquitted funds

For the purposes of **clause 13.3**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

13.5 No prejudice

Nothing in this **clause 13** prejudices any right or remedy of the Territory in respect of any breach of this Deed.

14. Dispute Resolution

14.1 Negotiation of Dispute

If a difference or dispute (**Dispute**) arises in relation to any matter under this Deed, then either party may give written notice to the other that a Dispute exists and give details of the Dispute. The parties agree that, following the issue of such a notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

14.2 Mediation of Dispute

If the Dispute has not been resolved pursuant to **clause 14.1** within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.

14.3 No prejudice

Nothing in this clause will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

15. Variation**15.1 Variation to Deed**

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Term.

15.2 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the Cost Plan; and
- (4) the Term.

16. Territory Information**16.1 Recipient must not disclose Territory Information**

Except as provided in this Deed, the Recipient must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to the Recipient's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Territory.

16.2 Recipient to protect Territory Information

The Recipient must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Deed is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

16.3 Recipient's use of Territory Information

The Recipient must:

- (1) use Territory Information held in connection with this Deed only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (C'with) as if they were provisions of this Deed; and
- (3) not transfer Territory Information held in connection with this Deed outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

16.4 Recipient must notify the Territory

The Recipient must immediately notify the Territory if the Recipient becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

16.5 Acknowledgement of effect of Crimes Act

The Recipient acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Deed (other than to a person to whom the Recipient is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

17. General**17.1 Conflict of Interest**

The Recipient:

- (1) warrants that, at the date of entering into this Deed, no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed; and
- (2) must, if, during the term of the Deed, a conflict or risk of conflict of interest arises, notify the Territory immediately in writing of that conflict or risk and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk of conflict.

17.2 No Employment, Partnership or Agency Relationship

- (1) The Recipient must not represent itself, and will ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.
- (2) Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.

17.3 Entire Agreement

This Deed comprises the entire agreement between the parties in relation to the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

17.4 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights of the Territory to avail itself of the remedies it may have in respect of any such provision.

17.5 Notices

Any notice, or other communication required or otherwise to be given or sent to the Territory or to the Recipient under this Deed must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, upon delivery;
- (2) if sent by prepaid mail, upon the expiration of two days after the date on which it was so sent;
- (3) if sent by facsimile, upon the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, upon the sender's computer recording that the message has been successfully transmitted to the recipient's electronic mail address.

17.6 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent only of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal or unenforceable provision.

17.7 Applicable Law

- (1) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the jurisdiction of the courts of the Territory.

- (2) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

17.8 Force Majeure

- (1) "Force Majeure" means a circumstance beyond the reasonable control of the parties, which results in a party being unable to observe or perform on time an obligation under this Deed. Those circumstances include but are not limited to:
 - (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires or any natural disaster; and
 - (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, and revolution.
- (2) Neither party will be liable for any delay or failure to perform its obligations pursuant to this Deed if that delay is caused by Force Majeure.
- (3) If a delay or failure of a party to perform its obligations is caused or anticipated by Force Majeure, the performance of that party's obligations will be suspended.
- (4) The party concerned must, as soon as possible, after the occurrence of Force Majeure, give notice and full particulars of it to the other party.
- (5) If a delay or failure of a party to perform its obligations because of Force Majeure exceeds sixty days, either party may immediately terminate this Deed by providing notice in writing to the other party.
- (6) If this Deed is terminated pursuant to clause 18.8(5), clause 14.3 will apply.

17.9 Survival of clauses

Clauses 4, 10.2 and 13.3 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1**GRANT DETAILS**

- Item 1. Grant Period (Term)** From 1 July 2013 until 30 December 2014
(see clause 1)
- Item 2. Grant**
- (1) Grant amount approved: *up to \$500,000* (exclusive of GST)
Payable in 2 instalments on or after the following dates, and within 30 days of receipt by SRS of an invoice.
- a) **\$258,531** first instalment on the date of this Deed (CAP/14/01), and
- b) **up to \$241,469** final instalment on the first anniversary of the date of this Deed (amount to be determined by Consultative Committee).
- (2) Except if otherwise stated in this Deed, the Grant is exclusive of GST and all other taxes, duties and charges.
- Item 3. Funded Activity** **Beach Volleyball Facility Development**
- Item 4. Reporting and Acquittal** Not later than **31 March 2015**, the Recipient must provide to SRS:
(see clause 13.4)
- (1) a completed Acquittal of Grant Funding Form substantially in the form of **Schedule 2**;
- (2) a copy of the relevant financial statement certified by a registered accountant that clearly identifies the income and expenditure of the Grant supported by invoices, receipts and bank statements, in accordance with the Matched Funding requirement, if applicable.
- or
- (3) a document signed by a registered accountant that clearly identifies the receipt and expenditure of the Grant supported by invoices, receipts and bank statements, in accordance with the Matched Funding requirement, if applicable.
- Item 5. Other insurance Requirements** (see clause 10)
- (1) Public liability insurance coverage in the amount of not less than \$20 million in respect of each claim.
- (2) Professional indemnity insurance coverage in the amount of not less than \$5 million in respect of each claim and in the annual aggregate.
- (3) Building insurance for the full replacement value of the buildings and improvements on the Property.

Item 6. Contract Officers
(see clause 1.1)

For SRS:

Simon Dolejsi
Assistant Manager, Client Services and Programs
Sport and Recreation Services
PO Box 147
Civic Square ACT 2608

Phone: 6207 2077

For the Recipient:

General Manager
Volleyball ACT (VACT)
PO Box 1188
DICKSON ACT 2602

Ph: 62479587

Item 7. Special Conditions

No 50% Match Funding required.

Volleyball ACT to contribute \$200,000 (GST exclusive) of development cost.

Item 8. Form of Acknowledgement
(See clause 9)

With assistance from the ACT Government (using ACT Government logo where relevant).

SCHEDULE 2

2014 ACQUITTAL FORM

This section is to be kept by the Organisation and returned to Sport and Recreation Services upon the finalisation of all the necessary acquittal documentation. Failure to do so will jeopardise future funding.

Applicant Organisation: Volleyball ACT
Application Number: CAP/14/01
Grant: \$258,531 (first instalment) and up to \$241,469 in 2015
ABN: 23 055 746 628
Funded Activity: Beach Volleyball Facility Development
Termination Date: 30 December 2014
Acquittal Date: 31 March 2015
Special Conditions: 1/ No 50% Match Funding required.
 Volleyball ACT to contribute \$200,000 (GST exclusive) of development cost.
 2/ refer clause 3, 5, and 6

Acquittal Requirements:

1. Acquittal documentation **MUST** include proof of **MATCHED FUNDING** (dollar for dollar) by the Organisation unless otherwise specified in the "Special Conditions" above.
2. The amount expended by the Organisation, including matched funding if applicable, **MUST** be exclusive of GST.
3. Organisations **MUST** comply with the Acknowledgement Guidelines for the Sport and Recreation Grant Program.

Organisations must be able to clearly demonstrate that the grant has been expended in accordance with the Terms and Conditions of the 2014 Funding Deed and the General Conditions/Special Conditions of the grant.

The following outlines the level of documentation required in each of the funding categories. Please tick (✓) the relevant box indicating the method your organisation has utilised to acquit this grant:

For Capital Assistance, Community Development Assistance, Special Initiatives and Acquisition of Equipment;

A copy of the relevant financial statement certified by a registered accountant that CLEARLY identifies the income and expenditure of the grant supported by invoices, receipts and bank statements, in accordance with the matching funding requirement, if applicable.

OR

A document signed by a registered accountant that CLEARLY identifies the receipt and expenditure of the grant supported by invoices, receipts and bank statements, in accordance with the matching funding requirement, if applicable.

I certify that the grant was expended for the above purpose, prior to the termination date, and in accordance with the Terms and Conditions of the 2014 Funding Deed and the General Conditions/Special Conditions of the grant.

To be SIGNED by a principal office holder only:

Name:										
Position held in Organisation:										
Contact telephone:										
Signed:										
Date:			/		/					

This signed Acquittal Form and the financial documentation to acquit this grant is to be forwarded to the following address:

Grants Officer
Sport and Recreation Services
Economic Development Directorate
PO Box 147
Civic Square ACT 2608

For further information or enquiries please call 6207 2055.

Attachment A

ACKNOWLEDGEMENT IN PUBLICITY AND PROMOTION

ACT Government funding requires appropriate acknowledgement of support. This support is to be recognised on signs, stationary and electronic means through the Brand Canberra initiative that was revealed on 28 November 2013.

Brand Canberra is the culmination of a long process that involved many individuals and organisations in Canberra. We hope you embrace it, because if you do, you'll help create the momentum that will take us forward and that will bring benefits to every Canberra.

Brands are not logos or taglines, Brand represent a whole set of ideas formed by every experience people have with an organisation, a product, a service – a city. The objective of the Brand is to get people to think about Canberra in a positive and powerful way.

To discover more about Brand Canberra on our website www.brandcanberra.com.au and you can access the Brand Canberra technical guidelines and logo suite.

Please download the Acknowledgement Guidelines from the Economic Development Directorate website: [www.economicdevelopment.act.gov.au/sport and recreation](http://www.economicdevelopment.act.gov.au/sport_and_recreation)

SCHEDULE 3

FUNDED ACTIVITY

Item 1 Funded Activity

The Recipient must develop the Facility in accordance with this Deed and the Cost Plan.

Item 2 Minimum standards

The Recipient must ensure that the development of the Facility includes at a minimum the following:

- (1) six beach volleyball courts;
- (2) suitable spectator amenities;
- (3) appropriate landscape treatments.

APPLICATION NUMBER: CAP/14/01

SIGNED AS A DEED ON 2014

SIGNED for and on behalf of
Volleyball ACT
ABN: 23 055 746 628 in the presence of:

)
)
) Signature of Recipient or authorised
officer*
*delete whichever is not applicable (see note below)

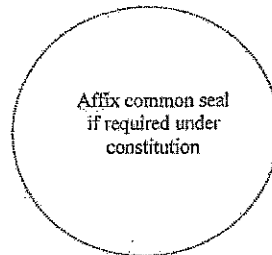
.....
Signature of witness

.....
Print name and position

.....
Print name

.....
Signature of second authorised officer*
*see note below

.....
Print name and position



SIGNED for and on behalf of the AUSTRALIAN)
CAPITAL TERRITORY in the presence of:)

)
) Signature of Territory Delegate

.....
Print name

.....
Signature of witness

.....
Print name

Note:

- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Individual: Must be signed by the individual Recipient and witnessed.
- Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, two authorised officers must sign.
- Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (C'with), for example, by two directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.