Cairns Regional COUNCIL

ENQUIRIES: Laree Verra
PHONE: 4044 3330
YOUR REF:
OUR REF: #2474408v1

12 February 2010

Ms Emma Thirkell
Tropical Green Building Network (under auspices of CAFNEC)
PO Box 952
CAIRNS QLD 4870

Dear Ms Thirkell

COMMUNITY ORGANISATION SUSTAINABILITY GRANT PROGRAMME

Thank you for your application titled "Employment of a part time project officer" submitted under Council's Community Organisation Sustainability Grant Programme for 2009/2010. It is our pleasure to advise you that your application has been successful, with Council approving a grant of $7,700 in 2010, $16,262.40 in 2011 and 2012 (inc GST).

The grant is subject to the conditions in the attached Funding Agreement and funds must be spent and acquitted according to these conditions. Please note that grant recipients will have to repay funds spent outside the conditions and terms of the funding agreement.

Following is a summary of information that will need to be provided prior to a cheque being issued, **no later than 26 February 2010**.

1. Submitting information that was not included in your application:
    - Cairns Regional Council Accounts Payable Supplier Information and Authority Form. Please return with your other grant documents, do not return to Accounts Payable.

2. Sign and return both copies of the Funding Agreement to Council. Please ensure that you have read and understood all aspects of the Funding Agreement.

3. Return an invoice for the grant amount. Please ensure that your ABN is stated on the invoice, (you may use your own invoice or the attached pro-forma). Please note that if your organisation is registered for GST, the amount will be plus GST.

4. Sign and return both copies of the Resource and Performance Agreement.

Also included in the attached information pack is an Acquittal Kit which contains everything you will need to know about acquitting the funds you receive from Council. It is imperative that you read all of the information carefully in your Acquittal Kit, and contact Council if you have any queries. This contains the following:

- Guidelines for Grant Acquittal.
- Acquittal Report.
- Project Report.
- Financial Report.

A CD containing Council's new logos for use in acknowledging Council will be supplied under separate cover, use of this logo is required as part of the acquittal process.

Council would like to invite members of your committee to a cheque presentation and morning tea for all successful grant recipients:

Time:	9.00am
Date:	Tuesday 16 March 2010
Location:	Council's Spence Street Office Civic Reception Rooms, ground floor Spence Street Chambers

Please RSVP with the name of the organisation representative/s to Debbie Sparkes on 4044 3291 or community_development@cairns.qld.gov.au by Friday 12 March 2010.

Please note that cheques will only be issued to organisations that have provided Council with all information listed in Items 1, 2, 3 and 4 above. A cheque will be sent to your organisation if it is not ready by Tuesday 16 March 2010. Please remember to have all information to Council by **no later than 26 February 2010**.

Council wishes you success with the progression of your project, and encourages you to contact Laree Verra, Team Leader Community Development on 4044 3330 if you have any questions.

Yours faithfully

JENNIFER HUNTER
Manager Sport Recreation and Community Development

Encs.

#194010

Tax Invoice

(For use by recipients who are GST Registered)

Recipient of Grant: **Tropical Green Building Network (under auspices of CAFNEC)**

Address: **PO Box 952**
CAIRNS QLD 4870

ABN: **14 308 789 146**

Invoice issued to : **Cairns Regional Council**
PO Box 359
Cairns Qld 4870
ABN: 24 310 025 910

Description of Supply	**Amount**
Value of Grant for 2010, supply for project titled: **"Employment of a part time Project Officer"**	**$7,000.00**
GST 10%	$700.00
TOTAL PRICE INCLUDING GST	$7,700.00

Signature of Grantee: ______________________________

Date: ______________________________

FUNDING AGREEMENT

By the terms of this agreement **CAIRNS REGIONAL COUNCIL** agrees to provide an amount of:

$7,000 in 2010, $14,784 in 2011 and 2012 **excluding GST**

to

Tropical Green Building Network (under auspices of CAFNEC)

to fund the project designated as

Employment of a part time project officer

and detailed in the approved **Community Organisation Sustainability Grant** application of that title.

Funding is to be provided on the basis that the grantee will comply with general conditions of the Grant detailed below:

a. The grant funds are provided in accordance with the grant guidelines and in no way do they constitute a gift.

b. The grant will not exceed the monetary limit set down in the guidelines.

c. The project must commence **within three months** of receiving funding from the Council and must be completed as designated in your project summary and within **the Resource and Performance Agreement period**, unless prior written approval has been given from Council.

d. The applicant must acknowledge the sponsorship of the Cairns Regional Council on all printed material, in media advertisements and releases etc. and on signage at events.

e. The applicant warrants the accuracy of all of the details as to the applicant and the project contained in the application.

f. The applicant must hold and maintain an appropriate level of public liability insurance.

g. The applicant must obtain the prior written consent of Council before making any changes to key people involved, time frames, activities or funding.

h. The applicant must complete and deliver a final acquittal report within **twelve weeks** of the project's completion. This report must include:
   i) a financial statement including evidence of expenditure (e.g. receipts etc.).
   ii) information on project outcomes.

iii) supporting documentation such as photographs, copies of print media coverage, a dated list of any television and radio interviews, publications and other relevant information.

i. Failure on the part of the applicant to comply with the conditions may render the grant void and the Council may seek to recover those funds from the applicant.

j. Any unspent grant funds will be returned to Council.

k. The applicant must comply with taxation requirements in terms of employment.

l. Such other conditions as imposed by the Council in awarding the grant.

m. The applicant must provide Council with an approved Invoice when returning the Funding Agreement, before they are entitled to receive the Grant Cheque.

n. The Funding Agreement recognises that Intellectual Property associated with the project remains with the grant recipient.

Special Conditions:

FAILURE BY THE GRANTEE TO COMPLY WITH THE CONDITIONS OF THE FUNDING AGREEMENT MAY RENDER THE GRANT VOID AND COUNCIL MAY SEEK TO RECOVER FUNDS DISBURSED TO THE GRANT.

IF YOU ARE AN INDIVIDUAL OR A BUSINESS WITH AN ABN AND YOU ARE GST REGISTERED, YOUR GRANT WILL BE INCREASED BY 10% TO INCLUDE GST. CHEQUES WILL BE ISSUED TO THE GRANTEE FOLLOWING THE RECEIPT OF THE SIGNED FUNDING AGREEMENT AND TAX INVOICE (see m. above).

I have read and understood my obligations in respect of the grant applied for and received and agree to comply with the above conditions.

Grantee	Witness
Date	Date

Chief Executive Officer
(Cairns Regional Council)

Date

2010/11/12
Resource and Performance Agreement

Between

Cairns Regional Council
And
Tropical Green Building Network (under auspices of CAFNEC)

1. **Cairns Regional Council**
PO Box 359
CAIRNS QLD 4870

AND

Tropical Green Building Network (under auspices of CAFNEC)
PO Box 952
CAIRNS QLD 4870

2. Purpose of Agreement

This document represents a mutual agreement between Cairns Regional Council and the Tropical Green Building Network (under auspices of CAFNEC), herewith referred to as Tropical Green Building Network (under auspices of CAFNEC), establishing the nature, extent, quality and cost of core Tropical Green Building Network (under auspices of CAFNEC) services. The function of this Agreement is to establish the level of funding provided by Council, and the minimum performance and reporting to be provided by Tropical Green Building Network (under auspices of CAFNEC).

3. Period of Agreement

This Agreement is for the life of the incumbent Cairns Regional Council and extends for the period 2010/11/12.

4. Outcomes Sought by Cairns Regional Council

Council seeks to work in partnership with the Tropical Green Building Network (under auspices of CAFNEC) to facilitate the promotion and exhibition of Council's various services, achievements, aims, objectives and community roles during the course of this annual activity.

5. Conditions of the Agreement

Council will make funds available for the amount of $7,000 in 2010, $14,784 in 2011 and 2012 (GST exclusive amount, if you are GST registered this amount will be plus GST) by way of an investment in a community project known as the Employment of a part time project officer for 2010/11/12 for the duration of the life of the incumbent Council, subject to annual review.

- The sponsorship will be paid upon receipt of an invoice containing the ABN number, and is not subject to CPI increases.
- Council will consider providing in-kind assistance to be determined by Council as part of the annual budget review process each year for the duration of the life of the incumbent Council, subject to annual review.
- Tropical Green Building Network (under auspices of CAFNEC) will use its best endeavours to maximise the exposure of Cairns Regional Council's sponsorship of this event.
- Council at all times will be acknowledged as the Major Sponsor of the Tropical Green Building Network (under auspices of CAFNEC).
- The Cairns Regional Council logo to appear on all press/television advertisements and promotions.

- Inclusion of the Council logo in the official program and mention of Council's support in the editorial content.
- Active participation by Council in the official opening ceremony.
- Regular Cairns Regional Council promotional messages over PA during the event, if applicable.

6. Reporting/evaluation

- Tropical Green Building Network (under auspices of CAFNEC) will submit an annual audited statement of accounts by November of each year.
- Tropical Green Building Network (under auspices of CAFNEC) will reflect the extent of Council's support in its annual report or equivalent reporting document.

7. Acknowledgement of Cairns Regional Council Support

Tropical Green Building Network (under auspices of CAFNEC) acknowledges that the financial support it receives from Council is funded by rates revenue.

8. Variation of Agreement

A variation of this Agreement will only be made in writing between Cairns Regional Council and Tropical Green Building Network (under auspices of CAFNEC).

9. Confidentiality of Information

Cairns Regional Council acknowledges that information provided to Council by Tropical Green Building Network (under auspices of CAFNEC) may be of a commercial-in-confidence nature and as such Council will treat all documentation as confidential. All documents held by Council are subject to the Freedom of Information Act 1982. In the event that Council receives a Freedom of Information request relating to the Tropical Green Building Network (under auspices of CAFNEC), Council will consult with the Tropical Green Building Network (under auspices of CAFNEC) to determine whether documentation should be exempted from the Act on the grounds of commercial-in-confidence consideration.

The parties executed this Agreement on the .... day of 2010

SIGNED FOR AN ON BEHALF of
CAIRNS REGIONAL COUNCIL
was hereunto affixed in the presence of:)

.... **Mayor**

.... **Chief Executive Officer**

SIGNED FOR AN ON BEHALF of
TROPICAL GREEN BUILDING NETWORK (UNDER AUSPICES OF CAFNEC)
was hereunto affixed in accordance)
with its Constitution in the presence of:)

.... **President**

.... **Secretary/Manager**

CAIRNS REGIONAL COUNCIL

CAIRNS REGIONAL COUNCIL

ABN 24 310 025 910

PO Box 359, Cairns, Q 4870 - Ph (07) 40 443204 Fax: (07) 40 443828

ACCOUNTS PAYABLE - SUPPLIER INFORMATION & AUTHORITY FORM

If you are an existing supplier, and wish to amend part of the information we hold, please complete only those sections that require an update.
If you are a new supplier, please complete all sections of this form. **ALL SUPPLIERS MUST SIGN THE AUTHORITY SECTION AT THE END OF THIS FORM**

GENERAL INFORMATION

Are you a > New Supplier ☐ Existing Supplier ☐

Supplier Name ________ Supplier No (office use) ________
(please show your trading name to appear on orders/payments etc)

mail address > ________

ABN ________ Are you registered for GST? Yes/No ________
(please note - if you do not have an ABN, we may be required to withhold tax from payments)

YOUR CONTACT INFORMATION

Please show below details of persons in your organisation we should contact in relation to payments and purchase orders

	Your Accounts Receivable Contact		Your Purchasing Contact
Name		Name	
E-mail		E-mail	
Phone		Phone	
Fax		Fax	

PAYMENT SECTION

Choice of Payment Method - please tick to indicate whether you wish to be paid by EFT or Cheque

EFT ☐ Please complete bank details **Cheque** ☐ go to order section

Bank Account Details

Account Name			
Bank		Branch	
BSB		Account #	

Remittance Advices If you requested to be paid by EFT, show your preference for receipt of remittance advices

E-mail		E-mail address	
Fax		Fax number	
Mail			

PAYMENT TERMS

Payment Terms Council's normal terms are "payment 30 days from date of invoice". If you have different trading terms, please contact the Team Leader of Accounts Payable on 40 44 3204 to discuss your requirements. Your terms ________ Days from invoice date

Settlement Discounts If you offer settlement discounts (not trade discounts) please forward details when you return this form

PURCHASING SECTION

Purchase Orders Your preference for receipt of purchase orders

E-mail		e-mail address	
Fax		fax number	
Mail			

Terms & Conditions - do you have standard Terms & Conditions ________ Yes/No (if Yes, please return with this form)

Location for return of Goods ________

CONDITIONS FOR EFT PARTICIPATION

1) Cairns Regional Council is under no obligation to verify the accuracy of the bank details provided.
2) Cairns Regional Council will take no responsibility for any delays in payments or errors due to factors outside reasonable control of Cairns Regional Council, including but not limited to delays or errors in the banking system or errors in the account details supplied.
3) Cairns Regional Council reserves the right to, at any time, terminate or suspend this direct credit payment system and to make payment by other means which we may determine from time to time.
4) The *Supplier* agrees to return to Cairns Regional Council, on demand any payments credited to the supplier in error, and Cairns Regional Council reserves the right to off-set the amount of any overpayment made in error against any existing or future debit of liability owing by Cairns Regional Council.
5) Any future changes in bank particulars are to be notified immediately to Cairns Regional Council in writing to the above address.

SUPPLIER AUTHORITY

sig.________________ date________ sig.________________ date________

Print Name Print Name

Title ________________ Title ________________

I/we declare that 1) the information on this form is correct 2) this authority is signed in accordance with our current bank authorities, and/or current company policies 3) We have read the terms & conditions supplied to us by Cairns Regional Council and accept these Terms & Conditions

Office Use Only

SUPPLIER SET-UP Audit Report Checking - Tick to confirm that this form has been checked against audit reports

1	New Supplier	
2	Supplier Changes	
3	New Sites	
4	Site Changes	

BANK DETAIL REPORTS

5A	New Bank A/cs		
5B	Updated Bank A/cs		

CAIRNS REGIONAL COUNCIL

STANDARD TERMS AND CONDITIONS

1 CONSTRUCTION OF CONTRACT

1.1 A reference to a party to the Contract includes:

(a) in the case of a natural person, that person and his/her personal representatives and assigns (transferees); and

(b) in the case of a corporation, the corporation, its successors and assigns (transferees).

1.2 Where a party is composed of 2 or more persons, each item of agreement by the party binds:

(a) all of those persons collectively; and

(b) each of them as an individual.

1.3 A reference to:

(a) the singular includes the plural, and vice versa;

(b) a gender includes each other gender;

(c) a person includes a corporation, a firm, and a voluntary association;

(d) an Act includes an Act that amends, consolidates or replaces the Act;

(e) a section or other provision of an Act includes a section or provision that amends, consolidates or replaces the section or provision;

(f) money is a reference to Australian dollars and cents;

(g) a time of day is a reference to Australian Eastern Standard Time;

(h) a document includes, but is not limited to, any drawing, specification, material, record or other means by which information can be stored or reproduced.

1.4 Clause headings exist for convenience only and are to be disregarded when interpreting the Contract.

1.5 All information delivered as part of the Goods and/or Services supplied under the Contract must be written in English. Where any document is a translation into English, the translation must be accurate.

1.6 If a provision of the Contract is void, voidable, illegal or unenforceable, the provision will be deemed deleted from the Contract.

2 DEFINITIONS

2.1 In the Contract, except where the context otherwise requires:

'Act' means an Act passed by the Commonwealth Parliament or the Queensland Parliament and includes subordinate legislation under an Act.

'Authorised Officer' see Clause 26.1.

'Clause' means a clause of the Contract.

'Contract':

(a) means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between Council and the Supplier; and

(b) if the Specification is partially or completely verbal – includes the verbal component of the Specification.

'Contract Material' means New Contract Material and Existing Contract Material.

'Contract Price' means:

(a) where payment is to be made on a lump sum basis, the sum which is stated in the Contract to be payable to the Supplier for the supply of the Goods and/or Services by the Supplier and the performance of the obligations of the Supplier under the Contract; and

(b) where payment is to be made on a schedule of rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the schedule of rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the schedule of rates; and

(c) where payment is to be made on a lump sum and a schedule of rates basis, the aggregate of the sums referred to in paragraphs (a) and (b),

but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

'Council' means Cairns Regional Council ABN 24 310 025 910 of 119-145 Spence Street, Cairns, Queensland 4870.

'Defective Goods and/or Services' see Clause 8.1.

'Dispute Notice' see Clause 17.2.

'Existing Contract Material' means any material that exists at the commencement of the Contract and which is provided in connection with the Contract.

'Force Majeure' means anything outside the control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, and acts (including laws, regulations, disapprovals or failures to approve) of any statutory authority.

'Goods and/or Services" means the goods, services, tasks, work and requisites the subject of the Contract which are more particularly described in the Specification including all variations to the goods, services, tasks, work and requisites provided for by the Contract or such of them as shall be described in the Purchase Order.

'GST' means the goods and services tax under the GST Act.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* and includes other GST related legislation.

'Intellectual Property Rights' means all copyright, patents and all rights in relation to inventions, trademarks and designs or any rights to registration of such rights, whether created before, on or after the date of the Contract.

'Moral Rights' means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968*, and rights of a similar nature anywhere in the world whether existing before commencement of the Contract or which may come into existence on or after the date of the Contract.

'New Contract Material' means any material provided in connection with the Contract that is created, written or otherwise brought into existence by or on behalf of the Supplier in the course of performing the Contract.

'Offer':

(a) means the offer submitted to Council by the Supplier to provide the Goods and/or Services and, if applicable, as amended in writing by any post offer negotiations; and

(b) if the Supplier's offer is partly or completely verbal – includes the verbal component of the offer.

'Purchase Order' means the purchase order for the Goods and/or Services placed by Council with the Supplier under the terms of the Contract.

'Specification':

(a) means the specification for the Goods and/or Services delivered by Council to the Supplier; and

(b) if the Specification is partly or completely verbal – includes the verbal component of the Specification; and

(c) if Council delivers a written request for quotation to the Supplier – includes the written component of the request for quotation that specifies or describes the Goods and/or Services.

'Standard Terms and Conditions' means these Standard Terms and Conditions.

'Supplier' means the party whose Offer to supply the Goods and/or Services is accepted by Council (by Purchase Order).

3 EVIDENCE OF CONTRACT

3.1 The Contract between Council and the Supplier is constituted by the following documents:

(a) Purchase Order;

(b) Specification;

(c) Standard Terms and Conditions;

(d) Offer; and

(e) correspondence passing between Council and the Supplier clarifying any aspect of the Offer, the Specification or the Purchase Order.

3.2 Where there arises any inconsistency or ambiguity between provisions in the different documents which constitute the Contract, the order of precedence to resolve the inconsistency or ambiguity shall be from document (a) to (e) in Clause 3.1.

4 SUPPLY OF GOODS AND/OR SERVICES BY PURCHASE ORDER

4.1 Where a Purchase Order is placed with the Supplier, the Supplier must supply Goods and/or Services:

(a) in accordance with the terms and conditions of the Purchase Order; and

(b) that comply with the Specification.

5 QUALITY OF GOODS AND/OR SERVICES

5.1 Unless the Specification states otherwise, all Goods and/or Services supplied must be in accordance with Australian Standards where such exist. Where an Australian Standard does not exist the relevant ISO Standard shall apply.

5.2 If no sample or standard is stated in the Specification, the Goods and/or Services must be of the highest standard and carried out promptly with all due skill, care and diligence.

5.3 The Supplier must:

(a) engage and retain personnel who are able to competently provide the Goods and/or Services; and

(b) ensure that all personnel engaged in the supply of the Goods and/or Services have all skills and qualifications necessary to supply the Goods and/or Services.

6 SUPPLY OF GOODS AND/OR SERVICES

6.1 The Supplier must supply the Goods and/or Services punctually. However, if a time for supply of the Goods and/or Services is stated in the Purchase Order, the Specification or the Contract, the Goods and/or Services must be supplied within the time stated in the Purchase Order, the Specification or the Contract, as the case may be.

6.2 Time shall be of the essence in all cases.

6.3 Upon it becoming evident to the Supplier that supply of the Goods and/or Services is likely to be delayed, the Supplier must promptly notify Council in writing. Such notification shall not release the Supplier from its obligation to supply the Goods and/or Services by the due date or from any other obligation under the Contract, unless Council agrees in writing. The Supplier shall not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with any delay.

6.4 The Supplier shall not be entitled to any extension of time for supply of the Goods and/or Services except with the prior written consent of Council. Council may in its sole discretion:

(a) grant its consent; or

(b) refuse its consent.

6.5 Unless otherwise provided in the Contract, the Supplier must pay all packaging, freight, insurance, and other charges whatsoever, in connection with the delivery of Goods and/or Services and the return of Goods wrongly supplied and all packaging.

6.6 Delivery and receipt of Goods and/or Services shall not of itself constitute acceptance of the Goods and/or Services by Council, with acceptance being subject to the approval of the Authorised Officer.

6.7 Where it is a term of the Contract that Goods and/or Services must be installed or commissioned, Council shall not be deemed to have accepted the Goods and/or Services unless the Goods and/or Services are satisfactorily installed or commissioned within the period stipulated in the Contract or, if no period is stipulated, within a reasonable period.

6.8 Council may conduct any examination or testing of the Goods and/or Services. If the testing shows that the Goods and/or Services do not comply with the Specification, the Purchase Order or the Contract or are otherwise defective, the cost of the testing shall be a debt due and payable by the Supplier to Council.

6.9 The risk of any damage, deterioration, theft or loss of the Goods and/or Services after delivery but prior to acceptance shall remain with the Supplier except where the damage, deterioration, theft or loss results from a negligent act or omission of Council or any agent or employee of Council.

6.10 If the Goods or any part of the Goods is a hazardous substance, the Supplier must:

(a) prepare a MSDS for the substance; and

(b) give a copy of the MSDS to Council when first supplying the substance to Council; and

(c) otherwise comply with the obligations of the Supplier as a supplier of a hazardous substance in the *Workplace Health and Safety Act 1995*.

6.11 In Clause 6.10, "hazardous substance" and "MSDS" have the meaning given in the

Workplace Health and Safety Regulation 2008.

7 INSURANCE

7.1 The Specification identifies the insurance cover that the Supplier must have and maintain for the purposes of this Contract. In particular, the Supplier must have and maintain:

(a) insurance under the *Workers Compensation and Rehabilitation Act 2003* to cover workers, eligible persons, self employed contractors, directors, trustees and partners; and

(b) if the Specification requires the Supplier to have and maintain public liability insurance — public liability insurance in an amount not less than $10,000,000.00 in respect of any one occurrence and for an unlimited number of claims; and

(c) if the Specification requires the Supplier to have and maintain product liability insurance — product liability insurance in an amount not less than $10,000,000.00 in respect of any one occurrence and for an unlimited number of claims; and

(d) if the Specification requires the Supplier to have and maintain professional indemnity insurance — professional indemnity insurance in an amount not less than $10,000,000.00 in respect of any one occurrence and for an unlimited number of claims.

7.2 The Supplier must, upon receipt of a written request at any time from Council, produce evidence that the insurances required by this Clause 7 have been effected and maintained.

7.3 Each public liability insurance policy must either insure Council and the Supplier severally, for their respective entitlements and interests under the Contract, and for this purpose accept that the insured comprises at least Council and the Supplier as if a separate insurance policy were issued to each of them (but not so as thereby to increase the sum insured) or be endorsed to note the interest of Council under the Contract.

7.4 Each public liability insurance policy must contain a cross liability provision waiving the insurer's right of subrogation at least against Council save in relation to damage intentionally caused by Council.

7.5 Each insurance policy must:

(a) limit the insurer's entitlement to avoid the policy to be available only against whichever of the insured has actually breached its obligation of disclosure or an obligation under the policy; and

(b) cover the Supplier's liability upon the obligations it has assumed and the indemnities it has given in the Contract; and

(c) contain no exclusions, endorsements or alterations not approved in writing by Council (that approval not to be unreasonably withheld); and

(d) otherwise contain provisions acceptable to, or required by Council (but Council may not require unreasonably the inclusion, retention, modification or exclusion of a provision); and

(e) remain current at all times during the supply of the Goods and/or Services.

7.6 If the Supplier is obliged to have and maintain professional indemnity insurance, the policy of insurance must cover the Supplier and its servants and agents for liability under the Contract for the amount specified in Clause 7.1. The Supplier must maintain the professional indemnity insurance on terms and conditions no less favourable to Council than those approved under this Clause 7, for the duration of the supply of the Goods and/or Services and, after expiry or termination of the Contract upon request in writing.

7.7 If an insurance policy obtained by the Supplier provides for a deductible, the Supplier indemnifies Council against any cost attributable to the deductible.

7.8 The Supplier must promptly pay all premiums, stamp duty, GST and other money entailed in maintaining any insurance required under this Clause 7.

7.9 The Supplier must give Council upon request a copy of the relevant policy document and the insurer's receipt for the last premium paid or a certificate of currency with respect to each of the insurance policies the Supplier is required to maintain under this Clause 7.

7.10 The Supplier must inform Council in writing of any claim or of the occurrence of any event that may give rise to a claim under any policy of insurance effected pursuant to this Clause 7 within 7 days thereof and must ensure that Council is kept fully informed of subsequent actions and developments concerning the event or claim.

7.11 This Clause 7 shall survive termination or expiration of the Contract.

8 DEFECTIVE GOODS AND/OR SERVICES

8.1 Where, at any time during the supply of the Goods and/or Services or any part of the Goods and/or Services pursuant to the Purchase Order, or after the supply of the Goods and/or Services pursuant to the Purchase Order, an Authorised Officer determines, acting reasonably, that the Goods and/or Services or a part of the Goods and/or Services do not comply with the Specification, the Purchase Order or the Contract ("Defective Goods and/or Services"), Council may give written notice to the Supplier of the lack of compliance, and require the Supplier to promptly supply or supply again the Goods and/or Services or such part of the Goods and/or Services as do not comply.

8.2 Council may, without derogating from any other right it may have on account of such unsatisfactory or defective supply, defer payment of that part of an invoice as relates to the Defective Goods and/or Services until the Authorised Officer has certified that the resupplied Goods and/or Services comply with the Specification, the Purchase Order or the Contract, as the case may be.

8.3 If the Supplier fails to comply with a requirement of a notice given under Clause 8.1, Council reserves the right to arrange for the supply of the Goods and/or Services from another supplier.

8.4 All costs and expenses incurred by Council in exercising the rights of Council under Clause 8.3 in excess of the Contract Price, shall be a debt due and payable by the Supplier to Council.

9 OBLIGATIONS OF SUPPLIER

9.1 The Supplier must supply all personnel and equipment necessary for the proper supply or performance of the Goods and/or Services.

9.2 The Supplier warrants that it has the necessary skills and expertise to be able to competently supply the Goods and/or Services.

9.3 If any Contract Material is produced or reproduced in an electronic format, the Supplier must deliver it to Council in a format approved in writing by Council.

9.4 If any Contract Material is produced or reproduced in an electronic format or stored electronically, the Supplier must not store it on a foreign computer without keeping the current version of the Contract Material on separate media (approved in writing by Council) and delivering it to Council at intervals approved in writing by Council.

9.5 The Supplier must not produce, reproduce or store Contract Material in such a way that it is mixed with, attached to or indistinguishable without the use of a computer from, material that is not the subject of the Contract.

9.6 For the purposes of this Clause 9, "foreign computer" means a hard disk or other similar device affixed to a computer that is not the property of Council.

10 VARIATION OF GOODS AND/OR SERVICES

10.1 Council may, by written notice given to the Supplier, require the Supplier to vary the Goods and/or Services in nature, scope or timing.

10.2 Without limiting the generality of Clause 10.1, Council may direct the Supplier to:

(a) increase, decrease or omit any part of the Goods and/or Services; or

(b) change the character or content of any part of the Goods and/or Services; or

(c) change the direction or dimensions of any part of the Goods and/or Services; or

(d) perform additional work.

10.3 Where Council requires a variation to the Goods and/or Services, the parties must negotiate in good faith a variation of the Contract Price and the time for completion of supply of the Goods and/or Services and failing agreement, either party may invoke the dispute resolution procedure in Clause 17.

10.4 The Supplier must not commence work on the variation to the Goods and/or Services unless and until the variation is agreed in writing by Council and the Supplier.

11 INVOICING

11.1 The Supplier must submit an invoice to the Authorised Officer promptly after completion of the supply and delivery of the Goods and/or Services unless otherwise specified in the Specification. Council will not have any obligation to pay the Supplier for Goods and/or Services until the Authorised Officer has been given a correctly rendered invoice.

11.2 A correctly rendered invoice must:

(a) identify the Goods and/or Services the subject of the invoice; and

(b) specify the Purchase Order number allocated to the Contract by Council (or any other number as Council may specify in writing to the Supplier for the purposes of the Contract)(if any); and

(c) where Services are charged on a time basis, be supported by records of time spent by individual persons on the Services, verified by the Authorised Officer; and

(d) specify details of the Purchase Order; and

(e) specify details of the Contract Price requested by Council; and

(f) provide sufficient detail to enable the Authorised Officer to assess progress against targets (if any) set out in the Purchase Order or the Specification; and

(g) specify the Australian Business Number of the Supplier; and

(h) specify the address for payment of the Supplier; and

(i) specify the date of supply of the Goods and/or Services identified in the invoice; and

(j) specify the Supplier's invoice number and invoice date; and

(k) specify the Contract Price payable by Council and particulars of any GST payable in respect of the Contract Price; and

(l) otherwise comply with the requirements of a tax invoice for the purposes of the GST Act.

11.3 Upon receipt of an invoice, the Authorised Officer may require the Supplier to provide additional information to assist the Authorised Officer to determine whether or not an amount is payable.

12 PAYMENT

12.1 Subject to the Authorised Officer's certification that:

(a) the Goods and/or Services supplied by the Supplier comply with the relevant Purchase Order, the Specification and the Contract; and

(b) the Goods and/or Services supplied by the Supplier are complete; and

(c) the Supplier's invoice is in accordance with the Contract,

Council must pay the amount due to the Supplier within 30 days of receipt of an invoice (or such other period as may be mutually agreed in writing between the parties) or, if additional information is required by the Authorised Officer, within 30 days (or such other period as may be mutually agreed in writing between the parties) after receipt of the additional information.

12.2 Payment of money to the Supplier does not constitute an admission by Council that Goods and/or Services have been supplied in accordance with the Contract.

12.3 Upon payment for the Goods and/or Services, property in that part of the Goods and/or Services comprising the Goods shall pass to Council.

12.4 Payment shall include credit by way of set off.

12.5 Failure by Council to pay the amount payable by the due time will not be grounds to invalidate or avoid the Contract.

12.6 The Supplier shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price unless otherwise provided in the Contract.

13 TEMPORARY SUSPENSION OF SUPPLY

13.1 Council may give written notice to the Supplier requiring the Supplier to suspend the progress of the whole or any part of the supply of the Goods and/or Services for a period specified in the notice within a reasonable time after receipt of the notice, if the suspension is required by Council because of any change in the nature, scope or timing of the Goods and/or Services.

13.2 Council may, by giving written notice to the Supplier, require the Supplier to recommence all or any part of the supply of the Goods and/or Services suspended by written notice given under Clause 13.1.

13.3 Where the Supplier is required to suspend the supply of the Goods and/or Services pursuant to Clause 13.1:

(a) Council and the Supplier must negotiate in good faith as to reasonable compensation payable to the Supplier; and

(b) any previously agreed date for completion of the supply of the Goods and/or Services will be postponed by a period equal to the duration of the suspension.

13.4 Council must reimburse the Supplier for any additional reasonable costs incurred by the Supplier which are directly attributable to the suspension of the supply of the Goods and/or Services. If Council and the Supplier do not agree on the amount of reasonable compensation within a reasonable period, either party may invoke the dispute resolution procedure in Clause 17.

14 VARIATION OF PRICE

14.1 The Contract Price is firm and not subject to rise or fall.

15 GOODS AND SERVICES TAX

15.1 Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

15.2 The Contract Price includes Council's liability for GST on the supply of the Goods and/or Services. Council is not obliged to pay any additional amount to the Supplier on account of GST on the supply of the Goods and/or Services.

15.3 The Supplier must ensure that all invoices rendered to Council under the Contract are in a format that identifies any GST paid, and which permits Council to claim an input tax credit. However, this Clause 15.3 does not apply if the supply of the Goods and/or Services is not a taxable supply.

16 TERMINATION

16.1 If the Supplier:

(a) breaches any Clause of the Contract; or

(b) suspends payment of its debts or is unable to pay its debts; or

(c) has execution levied on any of the assets of the Supplier and the execution is not satisfied within 28 days; or

(d) enters into an arrangement, reconstruction or compromise with its creditors or any of them; or

(e) has a receiver appointed for all or any part of the assets of the Supplier; or

(f) has an application made or order filed for the Supplier's administration, voluntary or compulsory liquidation, winding-up, dissolution or bankruptcy; or

(g) ceases to carry on business,

the Supplier will be in breach of the Contract and Council may give to the Supplier a written notice to remedy the breach.

16.2 If within 14 days of receiving a notice under Clause 16.1 the Supplier does not remedy the breach, Council may immediately terminate the Contract by giving written notice to the Supplier.

16.3 In addition, or as an alternative to termination of the Contract in accordance with Clause 16.2, Council may, in circumstances which would otherwise entitle Council to terminate the Contract in accordance with Clause 16.2:

(a) let such contracts as Council decides are necessary to perform that part of the obligations of the Supplier under the Contract as are yet to be performed or any of them; and

(b) suspend or cease all payments otherwise due to the Supplier.

16.4 This Clause 16 shall survive termination or expiration of the Contract.

16.5 Upon termination of the Contract pursuant to Clause 16.2, all money which has been paid and all money to be paid for Goods and/or Services supplied to the date of the termination will be in full and final satisfaction of all claims by the Supplier under the Contract.

17 DISPUTE RESOLUTION

17.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.

17.2 If a dispute arises between the parties regarding the Contract, a party may give written notice of the dispute to the other party (a "Dispute Notice"). A Dispute Notice must adequately identify and provide details of the dispute.

17.3 A Dispute Notice must be referred to a panel consisting of a representative of the Supplier who is authorised to settle the dispute and the Authorised Officer.

17.4 Within 7 days of the giving of the Dispute Notice, the panel must confer at least once to attempt to resolve the dispute or to agree on resolving the dispute by other means.

17.5 If the dispute has not been resolved within 28 days of the giving of the Dispute Notice, the dispute must be referred to arbitration.

17.6 Arbitration shall be effected by an arbitrator who shall be nominated by the Authorised Officer. The arbitration must be conducted in accordance with the provisions of the *Commercial Arbitration Act 1990*.

17.7 Nothing in this Clause shall prejudice the right of a party to institute proceedings to enforce payment due under the Contract or to seek injunctive or urgent declaratory relief in respect of a dispute under this Clause 17 or any matter arising under the Contract.

18 CLAUSES TO SURVIVE EXPIRATION OR TERMINATION

18.1 The following Clauses survive the expiration or termination of the Contract:

(a) Clause 19 – Intellectual Property Rights; and

(b) Clause 20 – Release and Indemnity; and

(c) Clause 21 – Confidentiality.

19 INTELLECTUAL PROPERTY RIGHTS

19.1 The Supplier warrants that the supply of the Goods and/or Services by the Supplier to Council under the Contract will not infringe the Intellectual Property Rights of any third party.

19.2 The Supplier must indemnify Council against any claim by a third party in relation to infringement of the Intellectual Property Rights of the third party of or incidental to the supply of the Goods and/or Services by the Supplier to Council under the Contract.

19.3 In respect of the supply of the Goods and/or Services by the Supplier under the Contract, the Supplier must at all times indemnify and keep indemnified Council from and against any loss or liability (including reasonable legal costs and expenses) incurred by Council arising from any claim, demand, suit, action or proceeding (including a claim for a breach of a person's Intellectual Property Rights) by any person against Council where the loss or liability arose out of, or in connection with, or in respect of, the supply of the Goods and/or Services by the Supplier under the Contract.

19.4 The indemnities in Clause 19.3 will be granted irrespective of whether legal proceedings are instituted and the means, manner or nature of any settlement, compromise or determination. Council may recover a payment from the Supplier under this indemnity before it makes the payment in respect of which the indemnity is given.

19.5 Unless otherwise specified in the Contract, title to and Intellectual Property Rights in all New Contract Material provided to Council, including each and every stage of design and production of it, will upon its creation vest in Council.

19.6 The Contract does not affect Intellectual Property Rights in Existing Contract Material, but the Supplier grants, and will ensure that relevant third parties grant, to Council, a paid up non-exclusive, non-transferable licence:

(a) to use, reproduce, communicate to the public and adapt for its own use; and

(b) to perform any other act with respect to copyright; and

(c) to manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,

the Existing Contract Material but only as part of the Contract Material (and any further development of that material).

19.7 Where specified in the Specification, right and title to the Intellectual Property Rights in the Contract Material so specified will vest in the Supplier and the Supplier grants to Council, a non-exclusive, transferable, irrevocable and paid-up licence to use, reproduce, communicate to the public and adapt the Contract Material on the terms and conditions specified in the Specification.

19.8 Where the Supplier is an individual, the Supplier consents to any acts or omissions of Council in the exercise of rights or assignments granted under this Clause that might otherwise constitute an infringement of the Moral Rights of the Supplier.

19.9 Without limiting Clause 19.8, the Supplier consents, in relation to the Contract Material:

(a) to being attributed as author of works comprised in the Contract Material in a form and manner acceptable to Council; and

(b) to the specific acts or omissions set out in the Contract.

19.10 Prior to an individual commencing work in respect of the Contract Material on behalf of the Supplier, the Supplier must obtain from that individual, in writing, and provide to Council, upon request:

(a) all consents, permissions and assignments to enable Council to exercise in full, without cost to Council and without impediment, the rights granted under this Clause 19; and

(b) without limiting paragraph (a), a consent to any act or omission (including the specific acts or omissions set out in the Contract) which would otherwise infringe the Moral Rights of that individual. If requested by Council, such consent must be in a form specified by Council.

20 RELEASE AND INDEMNITY

20.1 The Supplier will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by Council or any officer, servant or agent of Council arising from the unlawful or negligent acts or omissions of the Supplier, its employees, subcontractors or agents, in the course of the supply (or attempted or purported supply) of Goods and/or Services under the Contract.

20.2 The Supplier releases and indemnifies Council and all officers, servants and agents of Council from and against all actions whatsoever and howsoever arising which may be brought or made against any of them by any person, including the Supplier, arising from:

(a) any wilful or negligent act or omission of the Supplier or any person for whose conduct the Supplier is liable; and

(b) any unlawful or negligent act or omission of the visitors, invitees or licensees of the Supplier; and

(c) death, injury, loss or damage suffered by the Supplier, its employees, subcontractors or agents, or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the negligence or other wrongful act or omission of Council or any officer, servant or agent of Council.

20.3 In the event of any claim or action being made or brought against Council, Council may retain any money due to the Supplier in respect of Goods and/or Services supplied under the Contract for the purpose of settling or defending the claim or action. If the money retained is not sufficient for the purpose of settling or defending the claim or action, the balance outstanding in respect of the claim or action may be recovered from the Supplier as a debt due and payable to Council.

21 CONFIDENTIALITY

21.1 The Supplier must, and must ensure that its employees, agents and approved subcontractors, keep confidential any information obtained in the course of performing the Contract.

21.2 However, the Supplier may disclose any information:

(a) which it is legally required or entitled to disclose; or

(b) to its legal and accounting advisers for the purposes of obtaining advice in relation to the Contract or any matter arising from the Contract.

22 ASSIGNMENT

22.1 The Supplier must not assign or subcontract any of the rights or obligations of the Supplier under the Contract (either for the supply of the Goods and/or Services or otherwise) without the prior written consent of Council. Any consent given by Council:

(a) may be conditional; and

(b) will not relieve the Supplier from any of its liabilities or obligations under the Contract.

22.2 The Supplier is liable to Council for the acts and omissions of subcontractors and employees and agents of subcontractors as if they were the acts or omissions of the Supplier.

23 NEGATION OF EMPLOYMENT AGENCY ETC

23.1 The Supplier must not represent itself or allow itself to be represented as being an employee or agent of Council.

23.2 The Supplier will not, by virtue of the Contract, be or become an employee or agent of Council.

23.3 Nothing in the Contract is to be taken or construed as creating the relationship of a partnership, joint venture or principal and agent, between any of the parties to the Contract.

24 NOTICES

24.1 Notices under the Contract may be delivered by pre-paid postage or certified mail, by hand or by facsimile transmission. Notices are deemed given 5 days after deposit in the mail with postage pre-paid or certified, when delivered by hand, or if sent by facsimile transmission, upon completion as evidenced by a facsimile transmission record. Where a notice is given by facsimile the original document must be posted on the same day as the transmission is sent. The addresses for service of notices are:

(a) for Council – PO Box 359, Cairns, Queensland 4870, facsimile number (07) 4044 3022;

(b) for the Supplier – the address for service and facsimile number (if any) of the Supplier specified in the Purchase Order.

24.2 A party may change its address for service of notices by giving written notice to every other party to the Contract.

25 FORCE MAJEURE

25.1 A party will not be entitled to exercise its rights or remedies upon the default of another party to the Contract (whether at common law or pursuant to the Contract) if that default:

(a) is caused by Force Majeure; or

(b) continues for less than 3 days.

25.2 Without limitation, where the event of Force Majeure continues for a period of more than

14 days, Council may terminate the Contract by giving written notice to the Supplier.

26 AUTHORISED OFFICER

26.1 Council may, in the Purchase Order, or by giving written notice to the Supplier, appoint a representative (the "Authorised Officer") who shall be responsible for administering the Contract on behalf of Council. Council may change the identity of the Authorised Officer from time to time. The appointment of an Authorised Officer does not prevent Council from exercising any of its rights under the Contract.

27 MISCELLANEOUS

27.1 The Supplier must comply with all relevant laws and the requirements of any relevant statutory authority in supplying the Goods and/or Services.

27.2 The Contract is governed by and construed in accordance with the laws of the State of Queensland, and the parties submit to the jurisdiction of the Courts of that State and all Courts competent to hear appeals therefrom.

27.3 No agreement or understanding that varies or amends the Contract will bind any party unless and until agreed to in writing by all parties.

27.4 None of the conditions of the Contract will be waived or deemed waived, except by notice in writing signed by the party waiving the right.

27.5 The Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in the Contract.

27.6 The parties to the Contract are independent contractors and nothing in the Contract will appoint the Supplier as an agent or employee of Council.

GRANT ACQUITTAL KIT

Cairns Regional COUNCIL

CAIRNS REGIONAL COUNCIL GRANT PROGRAMME ACQUITTAL KIT

INTRODUCTION

The following information outlines the **responsibilities of recipients** in acquitting grant monies under Council's Grant Programme.

This Acquittal Kit provides information relevant to successful applicants **before commencement** of your project, throughout the **duration of the project**, and upon **completion of your project**. This acquittal kit should be used as a reference document for your organisation.

It is important that you read the following information before (a) signing your funding agreement, (b) beginning your project, and (c) commencing your grant acquittal.

ACQUITTALS

Spending of **all grant monies must be accounted for**. A formal report, known as an Acquittal Report, accounting for all monies spent on the project, will be required within **12 weeks** of the conclusion of the project.

The Acquittal Report comprises a **Project Report** and a **Financial Report**. The attached acquittal report form must be completed in order to meet the grant acquittal requirements. You must also supply all requested supporting documentation with your Acquittal Report.

Grant recipients who do not provide an acceptable Acquittal Report may be required to return the grant monies to Council and will be ineligible to apply for further funding until the matter is resolved to the satisfaction of Council's Chief Executive Officer.

FUNDING AGREEMENTS, TAX INVOICES AND INVOICES

Successful applicants are sent two copies of a **FUNDING AGREEMENT**, which must be signed by an **EXECUTIVE MEMBER**, or other person of equal standing from the applicant body, or the individual applicant, as determined eligible by the specific criteria pertaining to the grant category.

This Funding Agreement is a legal document, which binds your organisation to the terms stated within the agreement. Failure of your organisation to satisfy all of the terms in the agreement will result in **grant monies being returned** to Council.

For the Grant to be made available to the applicant, both signed copies of the Funding Agreement **must be** returned to Council, along with an approved **"Tax Invoice"** if GST registered or an approved **"invoice"** if non GST registered.

FINANCIAL MANAGEMENT AND ACCOUNTABILITY

Grant monies must be administered in accordance with the Funding Agreement and spent as outlined in your original grant application.

It is the **responsibility** of the grant recipient to **monitor the grant** and ensure full and clear records of income and expenditure are kept, including receipts, invoices, order forms etc.

- Any **under spending** of grant funds must be returned to Council.

- Funding **cannot be made retrospectively**, therefore, any expenses incurred by the applicant prior to receipt of formal advice from Council will be deemed ineligible at time of acquittal.

- You must supply **invoices** and **receipts** for all costs incurred throughout your project, with this acquittal.

- You must outline how the funds for the **entire project** were spent (i.e. not only those funds supplied by Council) in the Financial Statement included in the acquittal kit.

DOCUMENTATION

Grant recipients must **thoroughly document** the activity or project. The information will be useful for acquitting the grant and demonstrating project outcomes to sponsors and other funding agencies.

Suggested documentation includes:
- Copies of all invoices and receipts ***(you must supply these)***.
- Copies of all programmes, timetables and advertising materials.
- Copies of all correspondence.
- Photograph and/or video of the event or funded item.
- Record of attendance.
- Minutes and notes of any planning and organising meetings.
- Provide tangible ways for participants to give feedback on the event *(i.e surveys)*.

Council may wish to **use products or documentation** resulting from the funded activity, for the **purpose of promoting** Council's Grant Programme or encouraging applications in particular activities. Any such use would be subject to the consent of the group concerned.

ACKNOWLEDGING COUNCIL SUPPORT – SPONSOR RECOGNITION

As stipulated in the Funding Agreement, Council's support for funded projects or activities must be acknowledged. **Documentation** of this recognition e.g. copies of promotional material with the Council logo, **must be included** in this acquittal report.

Suggested ways in which your organisation can acknowledge Council's support include:

- Use of Council logo on all promotional material.
- Erecting of plaque on or near funded item.
- Mention Council's support in press releases.
- Erecting a Council banner at your event.
- Offering "naming rights" to part of the event or project to Council.
- Acknowledging Council's support on your web page.

ADVISING COUNCIL IF CIRCUMSTANCES CHANGE

Should your project change you must **advise Council PRIOR** to making the changes. **Advice in writing** must be sent to the Chief Executive Officer and you should not continue with spending grant monies until a written response has been received.

You **may be required to discuss** the implications of these changed circumstances with Council Officers (nominated by the Chief Executive Officer) as it may have an effect on your grant eligibility or acquittal requirements.

LODGING ACQUITTALS

Council must receive your acquittal report and appropriate documentation no later than **12 weeks** following the **conclusion of your project**. Council considers any delayed acquittals when assessing future grant rounds.

Address all acquittal reports to:

Community, Sport and Cultural Services
Grant Programme Acquittal Report
Cairns Regional Council
PO Box 359
CAIRNS QLD 4870

Hand Delivered acquittals, labelled with the above address, can be delivered to:

The Customer Service Centre
Ground Floor
Cairns Regional Council Administration Centre
Spence Street, Cairns

*Please ensure you include **all requested documentation** with your acquittal report.*

COMPLETING ACQUITTAL REPORT

The following must be adhered to when completing the acquittal report:

1. Acquittals must be completed on the attached acquittal report form.
2. All sections on the acquittal report form must be completed:

   a) You must provide a response to all questions on the form.

   b) You must provide all requested supporting documentation with your acquittal (including invoices and receipts).

   c) If all sections are not completed, you will be requested to submit the report again, and your acquittal will be delayed.
   (Remember, delayed and/or unsatisfactory acquittals are noted for future funding rounds)

COUNCIL ASSISTANCE

Council offers the assistance of its officers in the acquittal of your grant monies.

Should you wish to accept this offer, please contact:

Sport and Recreation on Ph: 4044 3062
Community Development on Ph: 4044 3330
Arts and Cultural on Ph: 4044 3031

COUNCIL GRANT PROGRAMME
ACQUITTAL REPORT

Cairns Regional COUNCIL

APPLICANT DETAILS

Name of Applicant:

Title of Project:

Name of person completing this acquittal:

Signature of person completing this acquittal: Date:

Postal Address: Telephone Contact and/or Email

Project Completion Date: Date Funding Received:

Please indicate which Grant stream this Acquittal reports to:

Sport and Recreation	Community Development	Arts and Cultural	Community Organisation Sustainability	Community Partnership
☐	☐	☐	☐	☐

Total Grant Amount Received:

$

Would you / your organisation be willing to assist other groups in the preparation of their applications?

YES ☐ **NO** ☐

If yes please provide contact details:

PROJECT REPORT

A Project Report must be provided. The following prompts are provided as a guide. If a category does not pertain to your activity, please mark N/A and state reasons. Acquittals for some Grants (e.g. demonstration projects) may require more detail; this will be specified in the funding agreement.

Project Description:
Please provide a description of the project and how it was managed:

Project Assessment:
Please provide an assessment of the project's successes and failures with particular reference to objectives stated in your application e.g. increase participation, improve facility / programme, increase capacity to raise funds.

Community Participation:

If your project was participation based, please detail all community participation in the project/activity: *(a breakdown of ages, target groups or special needs groups is useful).*

Community Benefit:

Please provide a statement outlining the community benefits resulting from the project.

Description of how Council's support was acknowledged:
Describe how Cairns Regional Council support for your project was acknowledged to the community (Please enclose copies of all publicity materials).

Project Documentation:
Please provide a description of how the project was documented (e.g. photographs, videos, correspondence etc) and where this documentation is held. If the project was for asset improvements or equipment purchase then photographs of the funded item(s) should be provided *(If applicable, please provide copies of this documentation)*.

Details of Sponsor Contributions:
Please provide details of contributions received by other sponsors / supporting agencies for your project:

FINANCIAL REPORT

General:

1. A financial statement is required, including identification of how the Council grant was spent.

2. The pro-forma income and expenditure statement is designed to accommodate a variety of support (grant/sponsorship) categories. Some classifications of income and expenditure may therefore not be applicable to your grant. You may include additional income and expenditure headings in your statement, if appropriate.

3. You must supply invoices and receipts with this acquittal report to verify the costs incurred for your project.

Income:

1. Identify and itemise all grants and sponsorship (include Council and other funding).

2. Detail any income generated from the project/activity.

Expenditure:

1. Receipts should be provided for all expenditure items including, but not limited to wages and salaries, contracts and fees, project expenses, promotional and administration costs.

2. Costs for Council funded expenditure items should match costs provided in your original project budget supplied with your application for funding.

3. Project expenses should detail all the miscellaneous and consumable expenses (e.g. electricity, food).

4. Promotional costs include media and other costs (excluding wages) involved in the promotion of activities.

5. Administration costs can include all general administrative costs, e.g. accounting fees, bank charges, cleaning, electricity, equipment hire, insurance, printing, stationery, postage, telephone, travel, freight.

6. Capital expenditure and equipment purchases and costs, should detail where money has been spent on purchasing or improving assets and equipment.

In Kind Contributions:

1. Voluntary labour and donated support should detail the value of the "In Kind" contribution from the members of the recipient organisation (as nominated in your grant application). Itemise the "In Kind" Contributions for your project (include Council In Kind, and contributions from other sources) in the "In Kind" Contribution table.

FINANCIAL REPORT

(Statement of Income and Expenditure)

Grant Recipient: ....

Statement of Income and Expenditure for Period .... to ....

Income	**Budgeted $**	**Actual $**	
Organisation Cash Contribution			
Donated Cash			
CRC Grant			
Other funding Sources *(please list)* • •			
Other Income *(please list)* • •			
Total Income			
Expenditure Items			**$ Funded by CRC**
Please List: • • • • • •			
Total Expenditure			
Surplus/(Deficit)			

In Kind Contributions	**Estimated Units**	**Actual Units (hrs, $)**
Voluntary Labour		
Donated Materials		
Council In Kind Assistance		

Certificate

I certify that the above grant was used for the approved purpose(s). To the best of my knowledge and belief, the Statement of Income and Expenditure covering the above grant is true and fair.

Signed: ____________________ **Date:** __________

Contact Name for Project

Signed: ____________________ **Date:** __________

Executive Officer of organisation/group

Please print name of Contact Person: ______________________________

Please print name of Executive Officer: ______________________________

COMMUNITY ORGANISATION SUSTAINABILITY GRANT HOLDERS ONLY

Resource and Performance Agreement:

Please indicate your compliance with the following Resource and Performance Agreement (the Agreement) requirements. Please note that if a condition does not apply to your project, please comment on the reason.

Condition of the Agreement		Compliant	Non Compliant	Comments on Non Compliance
5.	You have maximised Council's exposure as a sponsor of this project.	☐	☐	
	You always acknowledge Council as the Major Sponsor of this project	☐	☐	
	You are using Council's logo on all press/television advertisements and promotions.	☐	☐	
	You are using Council's logo in your official programme and mention Council's support in the editorial content.	☐	☐	
	You have invited Council to have active participation in your official opening ceremony.	☐	☐	
	You are announcing Council promotional messages over the PA during your event.	☐	☐	
6.	Submit annual audited statement of accounts by November of each (if your grant is for longer than one year, otherwise at the end of your project).	☐	☐	
	You are reflecting the extent of Council's support in your annual or equivalent reporting document.	☐	☐	

Signed: ______________________ **Date:** __________

Contact Name for Project

Signed: ______________________ **Date:** __________

Executive Officer of organisation/group