



# Landcare Australia Grants

## Terms & Conditions

### Application

1. By submitting an application, the Applicant agrees to be bound by these terms and conditions. These terms and conditions are to be read in conjunction with the relevant grant guidelines before applications are submitted.
2. Applications must be submitted via the Landcare Australia Communities Portal.
3. Applications submitted after the closing time will not be considered.
4. Landcare Australia and its corporate funding partners reserve the right to refuse any application.
5. Applications will be assessed against the eligibility and / or assessment criteria outlined in the grant guidelines.

### Privacy

6. Information requested in the application form will only be used for reviewing, assessing and awarding grants. Conversely, if the application is successful, Condition 20 applies. All information provided will be maintained according to the strict privacy laws under which Landcare Australia operates.
7. If an application is unsuccessful, it will be stored on the Landcare Australia database for 18 months and may be considered for alternative funding opportunities.

### Funding

8. Project funding is provided on a one-off basis.
9. Project funding will not be released until the funding agreement (Letter of Offer) is accepted by the grant recipient.
10. Completion of the project, including activities and expenditure of funds, must be in accordance with the successful project application, unless otherwise agreed in writing by Landcare Australia.
11. Any funds not spent according to the project application, including unspent funds, must be returned to Landcare Australia. If a project is cancelled after the grant recipient receives payment, all remaining grant funds must be return to Landcare Australia.
12. Landcare Australia reserves the right to review projects, request further information and suspend any or all payments at any time.
13. Receipt of funding may have taxation implications, applicants should seek independent taxation and financial advice from a suitably qualified professional before submitting their application. Where applicable, GST payable on the Grant is to be remitted to the ATO by the recipient.

### Reporting

14. Grant recipients must abide by reporting requirements as outlined in the grant guidelines and funding agreement (Letter of Offer). Reporting templates will be made available to the grant recipient and must be returned to Landcare Australia by the due dates specified.



15. Grant recipients must submit high-resolution photos (minimum 1MB) and/or video footage of the project as part of their project reporting.
16. Prior to submitting photographs to Landcare Australia, grant recipients must obtain written permission of those photographed, or the parents and / or guardians of those children photographed.
17. Upon request, grant recipients must provide receipts or other relevant evidence of where expenditure of grant money has been allocated.
18. Landcare Australia may follow up on the progress of the project after submission of the final report.
19. If grant recipients fail to submit reporting to Landcare Australia, any outstanding grant funds will be withheld and applications for future grant rounds will not be considered.

### **Promotion**

20. All information about successful projects, including the application, progress updates, final report, quotations, photos, maps, and videos may be used by Landcare Australia and its corporate funding partners in national promotions, including as part of feature projects on websites, media relations campaigns, publications, case studies and all social media.
21. Grant recipients must acknowledge the funding from the grant program on all published or promotional material arising from their project.

### **Safety**

22. Grant recipients are responsible for the health and safety risks of the project and must take all reasonable steps to ensure a safe and secure project site, without risks to health and safety.
23. Grant recipients must comply, and use reasonable endeavours to ensure that any subcontractors comply, with the provisions of all relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, state, territory or local authority including those arising under the laws in respect of Work Health and Safety.

### **Release**

24. Unless specified otherwise, grant recipients are responsible for ensuring any required planning approvals, licences, consents and permits are in place prior to project commencement.
25. Landcare Australia is not liable for the payment of any tax or any other obligations incurred by the successful applicant as a result of accepting the Grant. The successful applicant must seek appropriate financial advice prior to accepting the Grant.
26. The grant recipient must keep and maintain adequate insurance (including public liability insurance) for the activities carried out in relation to this program, or projects funded by this program, against any claims for loss or damage to property and/or injury or death to persons.
27. In accepting a Grant, the successful applicant agrees to waive, release and discharge Landcare Australia, its officers, associates and partner organisations from any and all liability, including but not limited to any liability arising from the negligence or fault of the entities or persons released for death, disability, personal injury, property damage, property theft, or actions of any kind that may occur as part of the Grant, including during or after any travel is undertaken as part of the Grant.