

TERMS AND CONDITIONS

Tennis Queensland funds and administers the Fund in accordance with following terms and conditions:

Definitions

- **Affiliate** means an entity who has completed the current affiliation renewal with Tennis Queensland, including payment being received.
- **Application Documentation** means these terms and conditions, the Guidelines and the Application Form.
- **Application Form** means the form of the same name for the Fund that is submitted by the Applicant.
- **Approved Purpose** means or purpose of completing the project detailed in the Application Documentation, and as permitted by the Application Documentation
- **Fund** means the Emergency Disaster Relief Fund.
- **Guidelines** means the Tennis Queensland Emergency Disaster Relief Fund Guidelines.
- **Non-facility affiliate** means an Affiliate who does not hold a tenure at a venue.
- **Recipient** means a successful grant recipient under the Fund.
- **Significant damage** means structural or operational damage that prevents normal operations, poses safety risks, and requires extensive repairs, rebuilding, or financial assistance to resume activities.
- **Tennis Queensland** means Royal Queensland Lawn Tennis Association Ltd ACN 009 713 544.

Applications

- 2.1 Applicants:
 - (a) must complete the Application Form in accordance with the Guidelines;
 - (b) warrant that all information given, and each statement made to Tennis Queensland by the Applicant or its agents is true, correct and not misleading in any way; and
 - (c) are bound by these terms and conditions and the Guidelines.
- 2.2 Tennis Queensland:
 - (a) may decide that an Application is invalid and withdraw it from consideration (including where the Application does not comply with these terms and conditions or the Guidelines);
 - (b) reserves the right, at any time, to verify the validity of information contained in the Application Forms and to disqualify any applicant that submits an Application Form that is not accurate, truthful or that does not otherwise comply with these terms and conditions;
 - (c) has the ultimate decision as to who grants will be awarded to, and the amount of the grant. As the number of responses may be substantial, not every Application Form that meets the selection criteria will necessarily receive a grant.

Application documentation

- 3.1 The Application Documentation:
 - (a) forms the terms of agreement for the distribution of the grant; and
 - (b) is governed by the laws applying in the State of Queensland.

Successful Grant Recipients

- 4.1 The Recipient:

- (a) must only use any funds distributed by Tennis Queensland that form part of the grant for the Approved Purpose.
 - (b) must undertake the Approved Purpose in a timely, diligent, reasonable and economical manner, and exercise reasonable skill and care.
 - (c) acknowledges the importance of maintaining the good name and reputation of the Fund and Tennis Queensland; and
 - (d) agrees to comply with Tennis Queensland's reasonable directions and policies including but not limited to the Tennis Australia National Policies: <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>.
- 4.2 If the Recipient fails to comply with the Application Documentation, Tennis Queensland may, in its absolute discretion, revoke its decision to award the grant to the Recipient, and the Recipient will forfeit the grant.

Information, intellectual property and privacy

- 5.1 All completed Application Forms become the property of Tennis Queensland.
- 5.2 Applicants and Recipients consent to:
 - (a) Tennis Queensland disclosing the information provided in the Application Form for the purposes of administering the Fund and incidental purposes;
 - (b) being contacted by Tennis Queensland for the purpose of validation of information contained in the completed Application Form and due diligence;
 - (c) Tennis Queensland taking images, video or sound recordings of any activity funded by the Fund, and that any such photographs or video footage may be used by Tennis Queensland for use in promotional, advertising or marketing materials, without any further notice or payment to the Recipient
- 5.3 The use of Tennis Queensland logo or Tennis Australia logo (if applicable) and/or any reference to any other Fund intellectual property by the Recipient is subject to approval by Tennis Queensland prior to use.
- 5.4 The Recipient may be requested to provide general assistance with promotional or marketing campaigns being run by Tennis Queensland in relation to the Fund, and the Recipient will comply with such reasonable requests.

Tax invoices and payment

Recipients must comply with any reasonable requirements in respect of invoicing or completion of forms as requested by Tennis Queensland. Tennis Queensland will not make any grant payment to a Recipient until the Recipient has complied with such request.

- 6.1 Applicants should check the nature of any supply made by Tennis Queensland with their taxation adviser. Notwithstanding, any grant from the Grants Program is a 'gift' and gifts under income tax legislation do not attract GST. A receipt may be requested by Tennis Queensland to confirm arrival of the grant.

Audits and reporting

- 7.1 Recipients must provide to Tennis Queensland the reports and other documents specified in the Application Documentation.
- 7.2 Tennis Queensland may from time to time review, monitor or audit any matter or thing related to the Fund, the performance by the Recipient of its obligations under the Application Documentation, the carrying out of the Approved Purpose or the receipt, use or expenditure of the grant. The Recipient must in connection with any such review, monitoring or audit by Tennis Queensland comply with any reasonable directions of Tennis Queensland.

Changes to grants and repayment

- 8.1 If, at any time, the Approved Purpose no longer exists or the project is no longer able to be achieved in the manner described in the completed Application Form, the Recipient must advise Tennis Queensland to discuss alternate options.
- 8.2 Tennis Queensland may:
- (a) vary the amount of a grant under the Fund at any time.
 - (b) require the Recipient to repay any unexpended funds forming part of the grant. The Recipient must repay to Tennis Queensland on demand in writing:
 - (i) Any part of the grant that is not required by the Recipient to carry out the Approved Purpose; and
 - (ii) Any part of the grant that is used by the Recipient for a purpose that is not the Approved Purpose.
 - (c) request the Recipient to provide public acknowledgement of the grant funding.

Liability

- 9.1 Except for the direct negligence of Tennis Queensland, it is not liable for any loss, liability, damage or personal injury suffered or sustained in connection with the Fund.
- 9.2 To the extent permitted by law, the Recipient agrees to indemnify, and keep indemnified, Tennis Australia, Tennis Queensland and their officers, employees and agents against any loss, liability, injury or death incurred by Tennis Australia or Tennis Queensland (including any loss or damage to their property, or loss or expense incurred by them in dealing with any claim against them) howsoever arising from or in connection with any acts, omissions and/or negligence of the Recipient, its employees or its agents in relation to the Fund.

Insurance

- 10.1 The Recipient must:
- (a) Notify their insurer provider that they are using the Fund to cover certain costs relating to the Significant Event;
 - (b) Not claim the same expense from both the Fund and their insurer.
 - (c) Keep and maintain adequate insurance (including public liability insurance) for the activities carried out in relation to this Fund, or projects the subject of this Fund, against any claims for loss or damage to property and/or injury or death to persons.

General

- 11.1 Tennis Queensland:
- (a) Can suspend or terminate the Fund at any time without notice.
 - (b) amend or vary these terms at its discretion, and in such instances, revised conditions will be circulated to each Recipient.
- 11.2 The Recipient acknowledges that the terms of any grant under the Fund is confidential and will not disclose any information unless required by law, disclosure is to its professional advisers or Tennis Queensland has consented to such disclosure.
- 11.3 Any term in these terms and conditions that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms enforceable.
- 11.4 Nothing contained in this document nor anything done by Tennis Queensland and the Recipient, shall create a joint venture, partnership, employment or agency relationship between Tennis Queensland and the Recipient.