

Attachment 2 - Grant Terms & Conditions

Definition

In this Grant Agreement:

- (i) "Minister" means the Minister named in the Letter of Offer or if no Minister is named, the legal representative of the Crown in right of the State of South Australia named in the Letter of Offer;
- (ii) "Plus GST" means plus any GST to the extent that there is a Taxable Supply under this Grant Agreement.

Purpose of the Grant

You must use the Grant only for the Purpose specified in Attachment 1.

Repayment of Grant

If, at the end of the Funding Period, you have not expended all of the Grant, then you must notify the Minister of the unexpended amount and must repay that amount to the Minister within 14 days after the end of the Funding Period, unless the Minister agrees otherwise.

If you fail to comply with this Grant Agreement at any time, the Minister may:

- require you to repay either the whole or a portion of the Grant (whether expended or not) within 14 days of a written demand from the Minister;
- withhold funds not already paid;
- withhold future grants from you; and/or
- terminate this Grant Agreement.

Provision of Information

The Minister will need to be satisfied you are using the Grant for the Purpose and you are complying with this Grant Agreement, and will need to be able to make an informed assessment of your ongoing financial position and of the overall effectiveness of the Grant.

To enable this, you must provide any information requested by the Minister or its auditors or financial advisers (including documents, records, management accounts, financial statements, annual reports, and the information and reports listed under the section entitled 'Reports and Information' in Attachment 1).

In addition, you must provide timely advice to the Minister of:

- any significant changes to the nature and/or scope of the activities conducted by you; or
- any change to the authorised scope of the Purpose or the Outcomes.

Financial Statements and Auditing of Financial Accounts

Unless otherwise required by the Minister, you must prepare financial statements at the end of each financial year during the Funding Period of the Grant, or if the Grant is for a period of less than one year, at the end of the Funding Period.

You must ensure the financial statements are prepared in accordance with Australian Accounting Standards, are signed by an appropriate authorised senior officer of your organisation and are submitted to the Minister.

You agree the Minister may direct that your financial accounts be audited at your cost, and the Minister may specify the minimum qualifications which must be held by the person appointed to conduct the audit.

Inspection

You must allow any officer or person authorised by the Minister to enter your premises to inspect your operations (including equipment, premises, accounting records, documents and information) and interview your employees on matters pertaining to your operation and your reporting obligations under this Grant Agreement.

Rules and Legislation

You must comply with all legislation applicable to the Grant and the Purpose and with any constitution or rules which govern your operations.

Special Conditions

You must comply with the Special Conditions (if any) specified in Attachment 1.

Insurance

Unless specified as "not required" in Attachment 1, you must take out and maintain for the Funding Period a policy of public liability insurance for not less than the amount specified in Attachment 1.

You must provide a copy of the certificate of insurance for the insurance policy if required by the Minister.

Acknowledgements

You acknowledge the Grant represents a one-off contribution by the Minister towards the Purpose, and you agree any request for subsequent funding will require a new application to the Minister. The Minister is under no obligation to agree to pay any subsequent funding to you.

You acknowledge the Minister will not be liable to reimburse you for any losses or cost over runs that may result from the operation of this Grant Agreement or the carrying out of the Purpose.

Grant is personal to you

You agree the Grant is personal to you, and you must not assign, transfer or encumber any of your rights or obligations under this Grant Agreement.

Intellectual Property

You grant the Minister and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Purpose.

NOTES:**Insurance**

In order to obtain a Commercial Tour Operator (CTO) Licence from DEW, you must have Public Liability Insurance to the value of \$10 million. Please note that that standard \$1 million Public Liability Insurance does not include bushwalking activities.

If you are required to obtain Public Liability Insurance to the value of \$10 million to undertake your activity (providing you don't have existing PL insurance), you can apply for funding for the full amount of Public Liability Insurance.

If you are required to **upgrade** your **existing** standard Public Liability Insurance from \$1 million to \$10 million to enable you to obtain a CTO Licence to undertake your activity, you can seek funding for the **difference** between your existing insurance and \$10 million Public Liability insurance to include bushwalking and activities on National Parks.