



NETBALL HQ
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Confident Girls Foundation Bushfire Recovery Fund Terms and Conditions

Netball and community organisations across Australia directly affected by the 2019-2020 bushfire disaster events may be eligible to receive bushfire recovery grants from the Confident Girls Foundation Bushfire Recovery Fund.

These Terms and Conditions together with the Grant Guidelines at **Appendix A** apply to Applicants for the grant. By applying, you agree to be bound by these Terms and Conditions, the Grant Guidelines and the Confident Girls Foundation's Privacy Policy and Privacy Statement (as applicable).

Eligibility

The Foundation will evaluate each application received.

The Foundation may award the funding at its sole discretion by taking into account any number of factors including but not limited to the Eligibility Criteria set out in the Grant Guidelines.

Evidence

The Confident Girls Foundation may ask applicants to submit evidence in support of their applications. Applicants may also be asked to provide further information and documents.

Conditions for Payment

- Grants must be used for costs associated with application.
- Grants must not be used for any of the excluded costs set out in the Grant Guidelines.
- Payment will be made via EFT to the applicant's nominated organisation bank account following receipt of an invoice(s) and execution of Agreement.
- Grants to be fully expended within 12 months of the executed Agreement.

Verification

- The information applicants provide must be true and may be inspected, audited, verified or confirmed at any time in accordance with the Grant Guidelines and these Terms and Conditions.
- The Confident Girls Foundation may request verification/confirmation about your application from you or any other private or public authority, for the purpose of administering the Grant, subject to any applicable legal requirements. Verification/confirmation may include, without limitation, any or all of the following:
 - Requesting and receiving additional information.
 - Confirmation that the Eligibility, Evidence and Conditions for Payment requirements have been met.
- Applicants must retain all tax invoices, official receipts, bank statements, quotations or other similar records for assistance received under the Grants program until one year after the closing day for applications for the eligible disaster.

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To provide opportunities for vulnerable Australian girls to thrive through netball.



PROUD CHARITY PARTNER OF:



- By making an application, you acknowledge that:
 - Providing false or misleading information to a public authority, or hiding facts, may be a fraudulent act under the Crimes Act 1900 and subject to criminal penalties.
 - Any overpayment made as a result of an incorrect, misleading or fraudulent claim is repayable by you and may be recovered.

Closure, Suspension or Variation of the Program

- The Confident Girls Foundation reserves the right, at any time, to:
 - Vary the Grant Guidelines, these Terms and Conditions and the process for application;
 - Suspend the operation of, or close, the application process;
 - Alter or change the opening and closing date for applications;
 - Reduce or extend the application period;
 - Shortlist applicants based on their applications;
 - Accept one or more applications or not accept any application;
 - Accept any application without further negotiation with applicants;
 - Enter into any discussions at its sole direction with an applicant in relation to an application.
- Any changes to the Grant Guidelines, these Terms and Conditions or action taken to suspend or end the Program will be notified on the relevant Confident Girls Foundation's website.

Invitation to participate

This document and all appendices, attachments and documents (including the Grant Guidelines and Frequently Asked Questions) do not represent a legally binding offer from Netball Australia and merely constitute an invitation to submit an application for the Foundation's consideration.

Relationship

There will be no legally binding relationship between the Foundation and any applicant unless and until a formal contract is signed between the Foundation and that Applicant.

Confidentiality

All information contained in this document and all appendices, attachments and documents incorporated by reference (including the Grant Guidelines and Frequently Asked Questions) are confidential and may only be used for the purpose of the applicant submitting an application to the Foundation. All documents involved in this application process remain the property of the Foundation and must be returned to the Foundation or destroyed upon the Foundation's request.

Compliance with Agreement

The successful applicant or applicants will be required to enter into an agreement with the Foundation substantially in the format attached at **Appendix B**. Any Applicant unable or unwilling to agree to any clause or clauses of the Agreement must:

- specify the clause or clauses it is unable to comply with;
- give a brief explanation of why the clause cannot be accepted;

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- (c) provide an alternative for consideration by the Foundation.

Conflict of interest

If at any time prior to entering into an Agreement with the Foundation, a perceived, actual or potential conflict of interest arises for any applicant, other than those already disclosed in an application, that applicant should immediately notify the Foundation in writing.

The Foundation may, in its absolute discretion:

- (a) disregard the application submitted by such an applicant due to a perceived, actual or potential conflict of interest;
- (b) enter into discussions to seek to resolve such conflict of interest; or
- (c) take any other action it considers appropriate.

General

- Applicants grant to the Foundation a non-exclusive right to use and reproduce any information, processes, sketches, calculations, drawings, computer programs or other data embodied or contained in the application, for the purposes of evaluating the application.
- Applicants are responsible for seeking any necessary financial and other advice. The Foundation is not responsible for and will not compensate applicants for any costs (whether direct or indirect) incurred by the applicant in preparing and/or submitting an application.
- No rights under these Terms and Conditions will be waived except by notice in writing signed by both the applicant and the relevant agency.
- The Program and all related documents are governed by the laws of the State of Victoria (location of the Confident Girls Foundation offices).
- Where the Confident Girls Foundation has issued a notice to the email address provided by the applicant, the notification will be deemed to have been received by the applicant immediately upon receipt of electronic transmission confirmation.

For further information, email info@confidentgirls.com.au

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