

# Safe Night Precinct Grant Funding Guidelines

for

- (1) Seed Funding; and
- (2) Operational Funding

Version 7



Queensland  
Government

## Contents

Introduction .....	3
Objective .....	3
What sources of funding are available to precincts? .....	4
Steps to apply for Seed Funding.....	5
Steps to apply for Operational Funding.....	6
How much funding can a board apply for?.....	7
Other funding opportunities .....	7
How often can a board apply? .....	8
Who is eligible? .....	8
Are your requested items eligible for funding submission? .....	9
How to submit your application and supporting documentation .....	10
Are you applying for capital works? .....	11
Assessment of grant applications and decision .....	11
Grant terms and conditions.....	12
Grant payment.....	13
Value for money and ethical decision making .....	13
Grant acquittal .....	14
Requests to change grant or board details .....	15
Requesting or updating information .....	17
Translating and interpreting assistance .....	17
Privacy statement.....	17
Use of information supplied .....	17
Feedback .....	17
Further assistance .....	18
Definitions .....	19
Terms and Conditions .....	20

## **Introduction**

The Queensland Government is committed to reducing late night drug and alcohol-related violence and antisocial behaviour. The safe night precinct (precinct) initiatives and a suite of other initiatives are part of the *Tackling Alcohol-Fuelled Violence* policy. The policy is designed to achieve cultural change around drinking behaviour, promote responsible drinking practices and ensure a safe environment in and around Queensland's licensed venues.

An important component of the strategy is the establishment of precincts across the state. 15 precincts have been prescribed in the Liquor Regulation 2002, taking effect on 1 October 2014. Precinct boards can plan for and manage the safety and amenity of the precinct; raise funds to deliver initiatives; promote harm minimisation; and liaise with and support community organisations providing rest and recovery services.

## **Objective**

To allocate funding to associations incorporated under the *Associations Incorporation Act 1981* prescribed and established to be the precinct boards for areas prescribed as a safe night precinct under the Liquor Regulation 2002.

### **What sources of funding are available to precincts?**

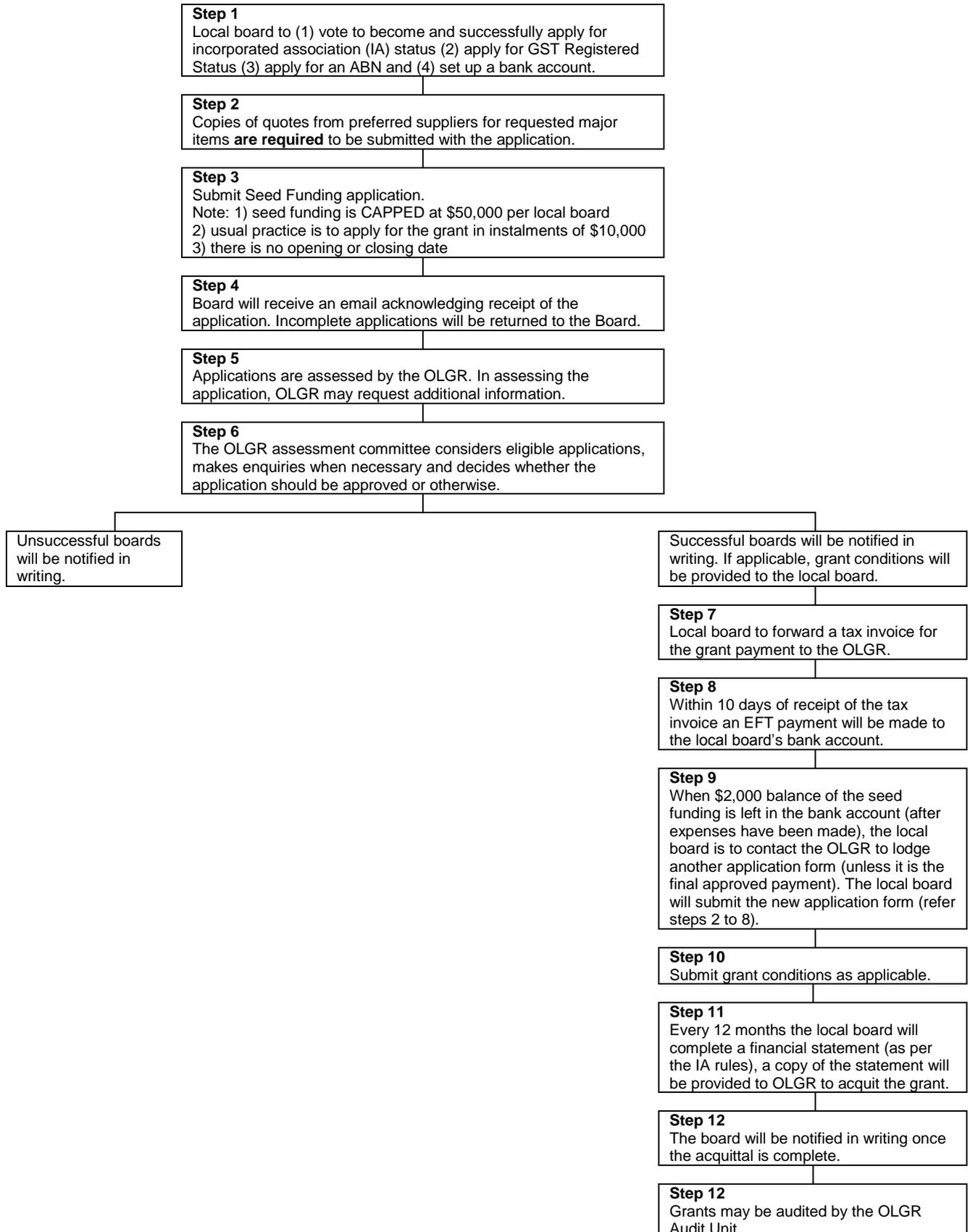
To allow for the establishment of precincts and their ongoing funding of initiatives, the Government has allocated grant funding to two funding pools:

- (1) Seed Funding; and
- (2) Operational Funding.

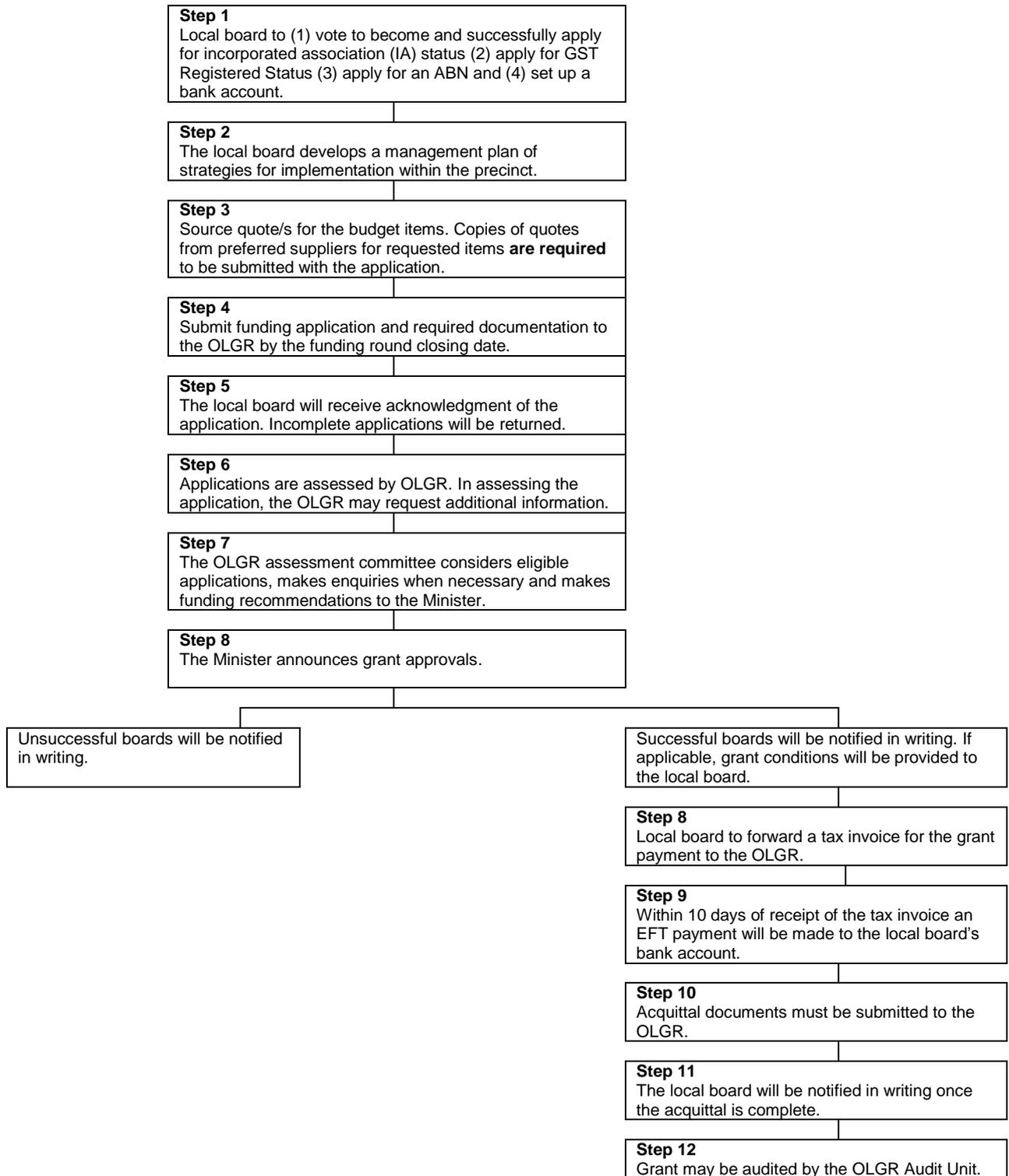
<b>Seed funding (once off) – up to \$50,000 each precinct</b>	<b>Operational funding – up to \$250,000 each precinct annually - \$8 million pool</b>
<p>To achieve the objectives of the strategy the Government has established the Seed Funding grant program. Funding of up to \$50,000 is available for each local board. Applications can be made for:</p> <ul style="list-style-type: none"> <li>• establishment costs of the local board;</li> <li>• facilitator to assist with the development of a management plan; and</li> <li>• governance training to assist with good governance of the local board. Grant funding can be for an individual local board or a shared funding application for representatives of multiple local boards.</li> </ul> <p>While the Office of Liquor and Gaming Regulation (OLGR) understands members of the local board’s management committee have extensive skills, knowledge and experience in their particular area of expertise, it is important to ensure members have an understanding of governance models, frameworks and tools which allow them to pursue the objectives of the local board in an effective and accountable manner.</p>	<p>Operational funding of up to \$250,000 per precinct annually – and a pool of \$8 million has been allocated to assist ongoing precinct initiatives.</p> <p>Grant funding applications are expected to link to the management plan developed by the local board and assist in achieving cultural change around drinking behaviour, promote responsible drinking practices and ensure a safer environment in and around licensed venues. The management plan must be submitted with the application form.</p> <p>The Government Statisticians Office will evaluate the effectiveness of the initiatives.</p>

If the cost of the initiative is more than the approved amount, it is the board’s responsibility to fund the difference.

## Steps to apply for Seed Funding



## Steps to apply for Operational Funding



## How much funding can a board apply for?

Seed funding – up to \$50,000 for each precinct	Operational funding – up to \$250,000 each precinct per financial year - \$8 million grant pool
<p>Applications can be submitted for grant payments of up to \$10,000 (excl GST) - total funding is capped at \$50,000 (excl GST) for each local board over the life of the SNP program.</p> <p>Applications for more than \$10,000 (excl GST) may be considered where evidence is provided to support the claim.</p> <p>When the balance of grant funds reaches approximately \$2,000 the local board should contact the OLGR to arrange a new application form.</p> <p>Local boards who do not utilise the full funding amount on set up costs may submit a request to have remaining funds allocated for other initiatives.</p>	<p>Local boards can apply for a maximum of \$250,000 in any financial year (this amount does not include seed funding).</p> <p>Boards can apply for funding in four funding rounds conducted each financial year.</p> <p>Maximum funding in any one round is \$50,000 (excl GST) although one application for up to \$100,000 (excl GST) may be considered each financial year for larger initiatives.</p> <p>Local boards may submit a joint application where economies of scale can achieve a cost reduction or enhanced outcomes are expected to be achieved. In these instances the limit of the funding will be amalgamated.</p> <p>Where joint applications are made one local board must take responsibility for accounting for the GST associated with the application as well as any legal responsibilities.</p>

## Other funding opportunities

In addition to applying for grants from the strategy funding pools, a local board is also eligible to apply for grant funding from the Gambling Community Benefit Fund administered by the OLGR. Further information on this funding program can be found at the website <http://www.business.qld.gov.au/industry/liquor-gaming>. It should be noted duplicate funding will not be permitted.

Should a local board be approved funding for an initiative from the safe night funding pools, the Gambling Community Benefit Fund grant for the same initiative will be deemed ineligible. The local board may also be eligible to conduct fund raising activities under the *Charitable and Non Profit Gaming Act 1999* (C&NP). Guidelines for fund raising under the C&NP are available from the OLGR website at <http://www.business.qld.gov.au/industry/liquor-gaming>.

Other avenues for local boards to raise revenue can be by applying membership fees and/or joining fees to members of the incorporated association and seeking sponsorship from corporate partners. Once the association is incorporated, there may be opportunities to apply for local government, state and federal government grants. Philanthropic funding applications can also be made to corporate agencies.

## ***How often can a board apply?***

<b>Seed funding – up to \$50,000 for each precinct</b>	<b>Operational funding – \$8 million pool Up to \$250,000 for each precinct per financial year</b>
<p>The initial application can be submitted immediately once the local board has been incorporated and prescribed.</p> <p>Once the balance of the seed funding is reduced to \$2,000 the board can make a new application.</p>	<p>There are four rounds each financial year and an application can be submitted each round.</p> <p>The SNP assessment committee may consider applications for emergent or urgent matters which require consideration outside of the funding rounds. For support, please contact the SNP team immediately. Along with a completed application form, the local board will be required to provide evidence of discussion with local board and public safety consultative committee members e.g. minutes of meeting, where the emergent or urgent matter was discussed and identified as a high priority. The application will be considered as part of the maximum financial year grant allocation of \$250,000.</p> <p>The opening and closing dates will be notified to the President of the local boards and advised on the OLGR webpage <a href="https://www.business.qld.gov.au/industry/liquor-gaming/safe-night-out-strategy/safe-night-precincts">https://www.business.qld.gov.au/industry/liquor-gaming/safe-night-out-strategy/safe-night-precincts</a></p> <p>Operational funding applications are considered separate to the application for seed funding.</p> <p>Operational funding applications are assessed by OLGR as they are received. Assessment will occur on receipt of complete grant applications and will not be delayed until the end of the closing round.</p>

## ***Who is eligible?***

Incorporated associations established as local boards for precincts prescribed in the Liquor Regulation 2002.

The board must have an ABN; be registered for GST; hold a bank account in the name of the incorporated association and have provided OFT with updated information of the President, Secretary and Treasurer's contact details on Form 10A.

Submissions will be considered only after confirmation that obligations relating to acquittal of any previous grants, completion of quarterly reports and the preparation of a management plan for the local board, have been met.

Should SNP boards have questions relating to any of these eligibility conditions, please contact the SNP team on 07 3033 0007 or email [snp@justice.qld.gov.au](mailto:snp@justice.qld.gov.au)

## Are your requested items eligible for funding submission?

### Eligible items

Local boards can apply for any item considered essential for the establishment of a precinct and initiatives that meet the Government's *Tackling Alcohol-Fuelled Violence* policy with the exception of those items that are listed as ineligible items.

The eligible items for the initiative will assist the precinct board in achieving the objectives as listed in S173NJ of the Liquor Act.

#### Examples for seed funding:

- establishment costs of the precinct;
- governance training;
- legal fees;
- cost of development of a management plan;
- rent;
- wages for administrative / secretarial work that is undertaken on the direction of the management committee\*;
- office equipment (photo copiers, computers etc.);
- application fees;
- Office of Fair Trading fees;
- accounting fees;
- audit fees;
- training costs;
- provision of temporary facilities;
- public liability insurance;
- workers compensation insurance; and
- motor vehicles expenses.

#### Examples for operational funding:

- installation of CCTV where ownership is transferred to another entity which agrees to be responsible for monitoring and maintenance/repair;
- lighting;
- marketing/advertising;
- promotion of safety issues;
- taxi rank management;
- education and awareness campaigns;
- strategies to ensure industry staff are safe when travelling to and from work in the early hours;
- only after seed funding has been utilised, the local board can apply for administration costs up to \$10,000 in anyone year\*
- capital works projects where council is unable to provide funding and endorses the initiative and agrees to cover ongoing costs including maintenance and repair of the subject matter \*\*.

Note – grant funding is not available for the:

- remuneration of members of the local board or management committee

\*Note – grant funding is not available for the:

- payment of the salary for the secretary or administrative staff if they are an employee or associate of a licensee, local board or management committee member. If the local board is unsure whether a proposed secretary or administrative staff is considered an associate, please contact the OLGR to discuss.

\*\*Note – capital works ownership

- each application for capital works is considered on a case by case basis by the Minister.

### **Ineligible items**

The following items are ineligible:

- contingency costs
- repayment of debts and loans;
- gifts;
- costs already incurred for a project prior to written approval from the department;
- costs associated with other government agencies for services that are considered part of their usual/normal operational expenses;
- funding of initiatives which are currently undertaken and are available from other sources, e.g. additional policing; and
- costs associated with rest and recovery services, e.g. equipment;
- funding of ID scanners while the Government assesses the most appropriate and cost-effective mechanism to support the enforcement of patron bans.

Note: When employing staff either in the role of administration/secretariat staff or in other employment, the SNP local board should consider the requirements of the task and the skills required. The payment of the employee should be in-line with relevant industry pay rates. By doing this, it will assist in ensuring value for money. A pay calculator can be found at <http://calculate.fairwork.gov.au/findyouraward>

### ***How to submit your application and supporting documentation***

Applications for funding must be lodged and completed using the application form which is available from the OLGR.

<b>Seed Funding – up to \$50,000 for each precinct</b>	<b>Operational Funding - \$8 million pool Up to \$250,000 for each precinct per financial year</b>
<p><u>Budget</u> Seed Funding applications must be accompanied by a proposed annual budget.</p> <p><u>Quotes</u> Local boards obtain quotes for all major budget items. Copies of quotes for the preferred supplier/s are to be submitted.</p> <p><u>Position Description for Administration/ secretarial staff</u> If seeking funding for administration/secretarial staff, the local board must provide a position description, including the hourly rate of pay and estimated hours per week required.</p> <p><u>Bank Statement</u> For the first seed funding application, a copy of the local board's most recent bank</p>	<p><u>Budget</u> Operational Funding applications must be accompanied by a proposed expenditure budget.</p> <p><u>Quotes</u> Local boards must obtain quotes for all requested items. Copies of quotes for the preferred supplier/s are to be submitted.</p> <p><u>Bank Statement</u> A copy of the local board's latest bank statement must be attached to the application if details have been changed since the last application.  If the local board's banking details have changed since the last application, a new copy of the bank statement must be attached to the application.</p> <p><u>SNP Local Board Management Plan</u> A copy of the local board's management plan should be attached to the application.</p> <p><u>Joint Application</u> If submitting a joint application details of each SNP local board must be included.</p>

statement must be attached to the application.

If the local board's banking details have changed since the last application, a new copy of the bank statement must be attached to the application.

Consultation

Evidence of consultation with the Public Safety Consultative Committee e.g. meeting minutes.

Letter of Support

Letter of support from other entities if the initiative relies on another entity's cooperation e.g. applications to fund installation of lighting in public spaces may require Council support.

Other Funding

If part funding is being provided from another source, a copy of the approval must be provided.

All certified applications and supporting documentation must be emailed to [snp@justice.qld.gov.au](mailto:snp@justice.qld.gov.au) or forwarded by post to the address at the bottom of this guideline.

Acknowledgement of the application will be forwarded to the local board upon receipt and contact with OLGR should be made if receipt is not acknowledged within 10 days. Ideally the application should provide an email address for communications between the local board and the OLGR.

***Are you applying for capital works?***

Applications for capital works will be considered for funding. If funding is approved for the project, the local board may be required to provide the grant payment to a named entity (e.g. council) that has agreed to have responsibility for the completion of the project and future maintenance and repair of the project. Evidence of the agreement must be provided with the application form.

***Assessment of grant applications and decision***

Applications will be processed and assessed by a panel of senior officers from the OLGR familiar with the objectives of the strategy. Each application will be checked against funding guidelines to ensure it meets strategy objectives.

When assessing an application, the OLGR will consider and take into account a range of matters including:-

- the initiative meets the objectives of the *Tackling Alcohol-Fuelled Violence* policy;
- the initiative having proven success in reducing alcohol and drug related violence;
- the size of the precinct in both the numbers of premises, physical area and hours of trade;
- some initiatives may have fixed costs where others are proportional to the size or location of the precinct;
- the priorities of the initiatives as advised by the local board;
- effectiveness of initiatives previously implemented where an application is made for continuance of the initiative
- funding is not available from another source\* for the initiative; and
- has the Public Safety Consultative Committee been consulted in relation to the activities the board is seeking funding.

Should the local board identify that funding is available from another source for the initiative and choose not to make use of that funding source, the local board must provide an explanation for that decision.

The OLGR may request substantiation of any information provided on the application form and may contact any parties listed. Any additional information requested by the OLGR should be returned by the requested date to ensure that a decision on the application is made in a timely manner. Failure to supply any requested information may delay a decision being made on the application.

<b>Seed funding – up to \$50,000 for each precinct</b>	<b>Operational funding - \$8 million pool Up to \$250,000 for each precinct per financial year</b>
<p>Once the assessment has been completed, the OLGR will submit the application to the SNP assessment committee. The SNP assessment committee will review the application and determine whether funding will be allocated.</p> <p>The funding approval may be for all of the requested items, part of the requested items, or a contribution towards the requested items.</p>	<p>Once an initial assessment has been completed the application will be forwarded to the SNP assessment committee. The SNP assessment committee will review the application and make a recommendation to the Minister.</p> <p>The funding approval may be for all of the requested items, part of the requested items, or a contribution towards the requested items.</p> <p>At times, the Minister may make the decision to approve an operational funding grant to the local board and request the grant payment be provided to a named entity who will have ownership of the facility/asset.</p>

The board will be notified in writing of an outcome (whether successful, unsuccessful or ineligible).

### ***Grant terms and conditions***

If an application is approved for funding, the grant is subject to the terms and conditions that form part of the *Safe Night Precinct Funding Guidelines*.

A non-negotiable component of all grant allocations is the requirement that SNP management committees include an evaluation of the outcomes of the initiative as part of its acquittal process. Due to the specialised and diverse nature of grants approved, it is impossible to provide a ‘template’ for evaluations. At a minimum the evaluation must be structured to confirm that the initiative has been completed in line with the description provided in section 4 of the ‘Application for Safe Night Precinct board grant funding’ and assess the extent to which it resulted in the benefits outlined in section 5 of the application. As a specific condition of a grant, it may be required that the evaluation include assessments not initially identified by the local board (in section 5 of the application) as being part of the proposed evaluation.

The grant approval letter outlines the requested items and approved amounts per item. Any special conditions will also be outlined in the grant letter of approval. By accepting the grant, the local board agrees to abide by the grant terms and conditions that form part of the *Safe Night Precinct Funding Guidelines*.

If an application is successful, the local board will receive advice notifying the outcome of the application. The advice will be accompanied by an acquittal form from the OLGR which specifies the approved requested items and grant amount for each item.

For any changes to the grant details including amounts of items funded please see ‘Requests to change grant details/board details’ section.

The local board must keep original documents for at least seven years after the grant is acquitted. This requirement mirrors the Queensland Government's General Retention and Disposal Schedule for Administrative Documents QDAN 249 v7 (S4.1.2)

The OLGR conducts regular audits of grants and may request further information to validate information previously provided to OLGR.

### **Grant payment**

Payments for the grant will be made to the local board's bank account approximately 10 working days from receipt of a tax invoice from the precinct board.

<b>Seed funding – up to \$50,000 for each precinct</b>	<b>Operational funding - \$8 million pool Up to \$250,000 for each precinct per financial year</b>
<p>The seed funding grant will be credited to the local board's bank account.</p> <p>It is expected the initial payment will be limited to a maximum of \$10,000. A local board can request additional funds where evidence is substantiated and an application is made.</p> <p>Correspondence will be sent to the local board confirming the payment has been approved.</p>	<p>Operational funding grants will be credited to the local board's bank account for the full amount of the funding approved once the board has submitted a tax invoice to OLGR.</p> <p>Correspondence will be sent to the local board confirming the payment has been approved.</p>

### **Value for money and ethical decision making**

Applications for SNP grant funding must ensure that the intended purchase of goods and services for the proposed initiatives achieves value for money and that an ethical decision making process is central to the funding decision and procurement processes. These principles are particularly important when spending money obtained from the public purse.

Value for money is about thinking about more than just the price alone as the sole indicator of the value of goods and services. Consideration should be given to both cost-related factors (up-front price – can the same goods or services be supplied at a cheaper price by another supplier, whole-of-life costs and transaction costs) and non-cost factors (fitness for purpose, quality, risk exposures, service, support and sustainability). Any purchasing decision should be based on sound logic, research and planning, be well documented and easily comprehensible and comparable to others.

Ethical decision making must be used when making any purchasing decision. As grant funding is publicly funded, any person or association in receipt of public money has the responsibility to show the public, and other stakeholders, purchasing decisions have been made ethically. If Management Committee members are associated with suppliers (or potential suppliers) that Committee member/s must declare their association in the application documents, and not take part in the process of considering or approving any contracts for the supply of those goods or services.

### **Conflict of Interest (COI)**

A COI is where a management committee member may derive (or be perceived to derive) a personal gain through their position on the management committee through a decision made to purchase goods or services from a specific supplier.

A typical example is deciding what company to use to provide printing services for a SNP poster. A member of the management committee may be associated with a local printing company (ownership, partner or family member working there). If such an association occurs, the SNP management committee must seek a number of quotes from suppliers, in addition to the supplier that the management committee member is associated with.

To reduce the likelihood of any COI or perceived COI, the management committee member should not take part in considering or approving contracts for the provision of goods or services if there is any association with the supplier. Any real or perceived COI should be minuted in meeting minutes.

It is appropriate for either the management committee (or the committee member) be excused from any discussions associated with making a decision about a transaction where a real or perceived COI may exist.

### ***Grant acquittal***

All grants provided must be acquitted. Acquittal of grants must be achieved by lodging with the OLGR evidence that grant funds provided were expended for the purpose they were provided.

<b>Seed funding – up to \$50,000 for each precinct</b>	<b>Operational funding - \$8 million pool Up to \$250,000 for each precinct per financial year</b>
<p>The local board must lodge financial statements in compliance with the requirements of the Associations Incorporation Act. The financial statement will include a breakdown of expenses in broad categories.</p> <p>Additional grant conditions may have been provided on the approval letter. If so, these must be acquitted by the due date provided on the acquittal form.</p>	<p>The local board must acquit operational funding grants 6 months after the grant is approved, unless otherwise stated.</p> <p>Acquittal is to be achieved through the lodgement of a completed acquittal form and evaluation of the initiative.</p> <p>That acquittal must be accompanied by proof of grant expenditure via attached copies of valid tax invoices or receipts. It may also be accompanied by a signed statement of receipts and payments covering the period of expenditure.</p> <p>The acquittal is also to be accompanied by an evaluation of the initiative. Due to the specialised and diverse nature of grants approved, it is impossible to provide a ‘template’ for evaluations. At a minimum the evaluation must be structured to confirm that the initiative has been completed in line with the description provided in section 4 of the ‘Application for Safe Night Precinct board grant funding’ and assess the extent to which it resulted in the benefits outlined in section 5 of the application. As a specific condition of a grant, it may be required that the evaluation include assessments not initially identified by the local board (in section 5 of the application) as being part of the proposed evaluation.</p> <p>Exceptions to this requirement will apply where funding is provided for a grant where it is anticipated that expenditure will occur over a longer period. i.e. a</p>

	<p>program that runs over 12 months.</p> <p>The expected acquittal date will be advised in the acquittal form accompanying the approval letter or approved variation letter.</p> <p>Additional grant conditions may have been provided on the approval letter. If so, these must be acquitted by the due date provided on the acquittal form.</p>
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Checks are undertaken to ensure that all information provided in the acquittal can be substantiated and the grant was spent only on approved items and within the specified timeframe. Failure to comply with the provisions of the Associations *Incorporation Act 1981* may result in future applications being deemed ineligible and/or the funding agreement being cancelled and the return of any monies paid.

All tax invoices/receipts submitted must contain the business name, date of transaction, contact details of the supplier and have the ABN listed (where applicable).

All items must be clearly identifiable and where more than one product or service is included these must be listed separately. GST must be listed as a separate component (where applicable). All documents supporting payments must be on commercial terms. Any contract entered into with a supplier/contractor will be on commercial terms to ensure no conflict of interest issues arise between the board, its members and suppliers.

If there is unspent funds of more than \$300 (including GST) between the total amount paid and the total spent on approved items, the Board will be required to pay back the full amount unspent (inclusive of the \$300).

#### Goods and services tax (GST)

GST can affect a Board's grant in two ways:

- on the total grant amount ; and
- on the GST paid on goods or services purchased with the grant.

GST considerations are based on the GST registration status of the local board. For advice about GST please visit the ATO website at [www.ato.gov.au](http://www.ato.gov.au).

### ***Requests to change grant or board details***

#### **Changes to an agreement**

<b>Seed funding – up to \$50,000 for each precinct</b>	<b>Operational funding - \$8 million pool Up to \$250,000 for each precinct per financial year</b>
Seed grants are to be expended in accordance with the approved budget items.	Operational grants are to be expended in accordance with the approved budget items.
At times, the local board may incur expenses that have not been listed as approved budget items by the OLGR, however are consistent with the objectives and intended purpose of the seed funding.	Should the local board be required to change budget items, please contact the SNP team to discuss as the local board may be required to seek written approval prior to the expenditure of budget items.
To allow for these incurred expenses, the local	If the budget items remain the same as those

<p>board may reprioritise budget items within 10% of the approved budget without the approval of OLGR.</p> <p>If the local board is unable to meet the acquittal timeframe, the local board must seek an extension of time. OLGR will provide written advice of the decision.</p>	<p>approved by OLGR, the local board may vary expenditure on individual items by up to \$500 or 15% +/- (whichever is greater) per budget item.</p> <p>If the local board is unable to meet the acquittal timeframe, the local board must seek an extension of time. OLGR will provide written advice of the decision.</p>
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### Changes to board details

If the positions of president, secretary or treasurer become vacant, you will need to appoint a new officer to the role and advise the Office of Fair Trading within a month of the position becoming vacant. Changes must be submitted in writing to OLGR using Form 10A as provided by the Office of Fair Trading.

<http://www.qld.gov.au/law/laws-regulated-industries-and-accountability/queensland-laws-and-regulations/associations-charities-and-non-for-profits/incorporated-associations/running-an-incorporated-association/incorporated-association-management-committee/who-on-committee/>

## ***Requesting or updating information***

The table below outlines who is eligible to request or update information recorded with OLGR.

<b>Type of request</b>	<b>Person able to request</b>
application information/status or updates to an application	Executive of the board as advised to OLGR or contact person or other committee member listed on the application form
funding outcome	Executive registered with OLGR or other committee member listed on the original application form
withdraw an application	Executive registered with OLGR or other committee member listed on the original application form
changes to a grant arrangements	Executive registered with OLGR or other committee member listed on the original application form
grant information	Executive registered with OLGR or other committee member listed on the original application form
grant payment information	Executive registered with OLGR or other committee member listed on the original application form

Any changes made to a grant after the initial advice to the board will be confirmed in writing by OLGR and have the same effect as if it formed part of the original grant approval.

## ***Translating and interpreting assistance***

The Commonwealth Translating and Interpreting Service can help applicants who want to access this information in another language. For the cost of a local call ring 131 450 and ask for an interpreter who can contact OLGR to make an enquiry.

## ***Privacy statement***

The Department of Justice and Attorney-General is collecting personal information on this form to assist in the assessment and management of grant funding. This information may be disclosed to other Departments (for example Department of Premier and Cabinet and Queensland Police Service) for the purposes of notification, marketing and promotional activities. Your information will not be disclosed to any other parties unless authorised or required by law.

## ***Use of information supplied***

Details of successful applications may be provided to Members of Parliament and used in the fund's promotional material including media releases, annual reports, and brochures and on the Business and Industry website.

## ***Feedback***

OLGR is committed to providing a high level of client service. This commitment has been highlighted by the implementation of the OLGR Service Charter. The charter is about our relationship with you. The charter sets out the standards that you can expect from us, how you can help us deliver quality services and how you can tell us what we are doing well or could do better. Full details can be accessed at

[www.justice.qld.gov.au/corporate/about-us/liquor-gaming/priorities/service-charter](http://www.justice.qld.gov.au/corporate/about-us/liquor-gaming/priorities/service-charter).

### ***Further assistance***

Website: <http://www.business.qld.gov.au/industry/liquor-gaming>

Email: [snp@justice.qld.gov.au](mailto:snp@justice.qld.gov.au)

Phone: (07) 30330007

Postal address: Locked Bag 180, CITY EAST QLD 4002

## Definitions

application number	The number provided to the board once the application has been submitted successfully.
associate	Natural person associated or connected or to be associated or connected, in the opinion of the Minister, with a licensee or other person who is a member of a local board, or a local board's management committee or a local board secretary or other officer.
contact person	The person who knows most about the application and agrees to be contacted about the application where required.
capital works	Any applications for construction such as internal and external building work; signage
custom and practice	Used in relation to facility improvements. Boards may explain circumstances if they expect to remain at a location for at least three years from time of application although it has no formal instrument of tenure (building or land). Owner approval must be able to be verified. May be used in conjunction with instruments of tenure.
funding particulars	The details of the funding provided to the applicant contained within the correspondence advising the applicant approval of the application.
instrument of tenure	Written proof of the right to use buildings or land. Acceptable instruments of tenure include but are not restricted to: leases, sub-leases, management rights, occupancy agreements and licences, with three years tenure from the date of grant application.
lease	See instrument of tenure
privately owned land	Land or buildings owned by an individual or a for profit company/corporation.
tax invoice	A document generally issued by the supplier. It shows the price of a supply, states if it includes GST, and may show the amount of GST. It must show other information, including the ABN of the supplier. You must have a tax invoice before you can claim an input tax credit on your activity statement (except for small amounts).

## ***Terms and Conditions***

### **1. Terminology**

- 1.1 Except where specifically defined in these Terms and Conditions, capitalised terms (like 'Funding') correspond to items in the Particulars.
- 1.2 References to:
- (a) '**We**', '**Us**' or '**Our**' mean the State of Queensland acting through the Department or other body, agency or person giving the Funding (including its Chief Executive), as specified in the Particulars or any other department or agency of the Queensland Government responsible for the administration of the Agreement; and
  - (b) '**You**' and related parts of speech mean the Funded Organisation.

### **2. Agreement**

- 2.1 An Agreement ('**Agreement**') will come into existence between You and Us, comprised of the Particulars and these Terms and Conditions, when:
- (a) You accept the Funding provided by Us; or
  - (b) if the Particulars make provision for the parties to sign, when both parties have signed the Particulars.
- 2.2 If the Agreement requires You to comply with, meet or have regard to a document, specification, guideline, policy, standard, framework or scheme:
- (a) We may, from time to time, issue or approve a new version of it;
  - (b) We will notify You about any new version and the date that it is to take effect from;
  - (c) the new version will apply for the purposes of the Agreement from that date, provided that this will not limit or affect any right of action or remedy that has accrued as at that date.

### **3. Funding**

- 3.1 We will provide the Funding to You in the instalments and manner specified in the Particulars.
- 3.2 The Funding is subject to the terms of any Act under which it is provided or to which it is, or becomes, subject ('**Governing Act**'), including any regulation made under a Governing Act.
- 3.3 We may withhold the Funding until You:
- (a) submit any outstanding reports or provide any outstanding information required under the Reporting Requirements; and
  - (b) perform any obligations due to be performed before the payment is to be made.
- 3.4 You must use the Funding only for the Funded Purpose, unless otherwise approved by Us in writing.
- 3.5 We may, at Our discretion, increase the Funding from time to time without a variation to the Agreement, provided that a variation to the Agreement will be required where the Funding is provided for a new or expanded Funded Purpose.
- 3.6 Our obligation to provide the Funding to You will stop at the Agreement Expiry Date or earlier termination of the Agreement.
- 3.7 If, at the Agreement Expiry Date or earlier termination of the Agreement, there is any unspent Funding, We may:
- (a) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose; or
  - (b) require You to refund the unspent Funding, which will constitute a debt due and owing to Us.
- 3.8 You must ensure that the Funding is acknowledged in Your annual report (if You produce an annual report) and promotional materials relating to the Funded Purpose. Any acknowledgement in promotional material about the Funded Purpose must use an acknowledgement logo which You must obtain from Us.

#### **4. Funded Purpose**

- 4.1 If the Funded Purpose is, or includes, delivery of services, You must:
- (a) start delivering the services to the Service Users from the start of the Agreement, or such later date as may be specified in the Special Conditions and continue delivering the services to Service Users for the term of the Agreement;
  - (b) comply with the Service Delivery Requirements;
  - (c) deliver or achieve the Deliverables;
  - (d) ensure that the services are delivered in accordance with the Quality Standards; and
  - (e) achieve and maintain any Certification.
- 4.2 If the Funded Purpose is, or includes, purchasing assets, You must:
- (a) purchase the specified assets;
  - (b) be the legal owner of those assets at all time;
  - (c) keep and, if requested by Us, provide evidence of the purchase, including receipts; and
  - (d) without limiting clause 7.1, effect and maintain insurance covering the asset for its full replacement value.
- 4.3 You must comply with any Special Conditions.
- 4.4 In undertaking the Funded Purpose, You must comply with all relevant:
- (a) laws and regulations, including any Governing Act; and
  - (b) any policies or guidelines, as notified by Us to You from time to time.

#### **5. Reporting**

- 5.1 You must comply with the Reporting Requirements.

#### **6. Intellectual property**

- 6.1 Intellectual property rights in material that You create in undertaking the Funded Purpose ('**New Material**') will vest in You, but You grant Us a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence, including a right to sub-licence to use, communicate, reproduce, publish, adapt and modify:
- (a) the New Material; and
  - (b) Your existing material, but only as part of the New Material and any future use or development of the New Material.

#### **7. Insurance and indemnity**

- 7.1 You must effect and maintain:
- (a) public liability insurance for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of, or in the course of, undertaking the Funded Purpose; and
  - (b) any Other Insurance.
- 7.2 You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any claim, action, proceeding, demand, liability, obligation, cost, loss, damage or expense that may be made or brought by any person against Us in connection with:
- (a) You breaching any term of the Agreement; or
  - (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors.

## 8. GST

- 8.1 The Funding is exclusive of GST. If the supply by You under the Agreement is a taxable supply and You are registered for GST, We will pay You the GST on the taxable supply at the same times as We pay the Funding.
- 8.2 You agree that:
- (a) We may issue You with a Recipient Created Tax Invoice ('**RCTI**') in respect of GST applicable to any payments of the Funding;
  - (b) You will not issue tax invoices in respect of the taxable supplies for which We issue RCTIs; and
  - (c) You will notify Us immediately if You cease to be registered for GST or if You cease to satisfy any of the requirements relating to RCTIs.
- 8.3 You must remit any GST amount(s) that We pay to You to the Australian Taxation Office as required by the GST legislation.
- 8.4 If You are not registered for GST, We will issue You with an advice for payment for each payment of the Funding.
- 8.5 For clauses 8.1 to 8.4, '**GST**' has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

## 9. Privacy and confidentiality

- 9.1 If You collect or have access to 'personal information', as defined in the *Information Privacy Act 2009*, for the purposes of the Agreement, You must comply with Parts 1 and 3 or, if We are a health agency, Parts 2 and 3, of Chapter 2 of that Act as if You were Us.
- 9.2 You must notify Us immediately in the event that You become aware that disclosure of personal information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.
- 9.3 You must not disclose confidential information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.

## 10. Suspending or stopping Funding

- 10.1 We can, by giving You notice, suspend the Funding or terminate the Agreement, if:
- (a) You breach any term of the Agreement;
  - (b) You cease to be eligible for the Funding;
  - (c) You become insolvent; or
  - (d) an unacceptable actual or potential conflict of interest arises in relation to You, Your use of the Funding or Your undertaking of the Funded Purpose.

We will only suspend the Funding or terminate the Agreement under this clause 10.1 after following a show cause process substantially the same as that described in clause 14 of Our '*Service Agreement – Standard Terms*' ('*Standard form service agreement – Standard terms*') available at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ServiceAgreementStandardTerms.pdf> ('**Show Cause Process**').

- 10.2 We can, by giving You notice, immediately suspend the Funding or terminate the Agreement without following the Show Cause Process if:
- (a) We have terminated any other service agreement with You because of an event or occurrence of the same type as specified in clause 10.1; or
  - (b) any steps or proceedings are commenced (and not withdrawn or dismissed within 5 business days) or order made in relation to Your winding up, voluntarily or involuntarily.
- 10.3 We can take action under clauses 10.1 or 10.2 without having to give a compliance notice or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.

- 10.4 We can reduce the Funding or terminate the Agreement, without following the Show Cause Process but by giving You at least 6 months' notice, if We determine that:
- (a) changes to the State budget or any guidelines or policies of the State or Commonwealth government adversely impact on the continued provision of the Funding to You or recipients of similar funding generally;
  - (b) the needs of any Service Users no longer justify the Funding or other persons are in greater need than the Service Users; or
  - (c) where the Funded Purpose is, or includes, provision of services, it is appropriate for Us to re-test the market for the provision of those services.
- 10.5 If, We:
- (a) reduce the Funding under clause 10.4, Our notice will also specify the changed scope of the Funded Purpose (if any) and the Agreement will be deemed to be varied in accordance with the notice; and
  - (b) reduce the Funding or terminate the Agreement under clause 10.4, We will consider paying You reasonable costs, including transitional arrangement costs for any affected Service Users, that You incur as a direct result of Funding being reduced or stopped, subject to You providing Us with written evidence of the costs claimed and Us approving those costs.
- 10.6 Our rights under clauses 10.1 to 10.4 are in addition to any other rights or remedies available to Us, including under any Governing Act.
- 10.7 You can terminate the Agreement by giving Us at least 3 months notice.

## **11. Publication of information**

- 11.1 We can publish or require You to publish any or all of the following details:
- (a) Your name and address, including Your head office, service outlets and other business premises;
  - (b) a description of the Funded Purpose under the Agreement;
  - (c) the commencement of the Agreement or the Agreement Expiry Date;
  - (d) the amount of the Funding;
  - (e) the procurement method used to award the Funding to You; and
  - (f) the total amount of any remuneration, including non-cash benefits, paid to Your chief executive officer or equivalent person.

## **12. Special conditions**

### **1. GST**

- (a) Clause 8 of the funding Terms and Conditions (Short Form) does not apply to the funding.
- (b) You acknowledge and agree that a taxable supply is made by You under the Agreement and You warrant that You are registered for GST.
- (c) The Funding is exclusive of GST. We will pay You GST at the same time that We pay the Funding, or an instalment of the Funding, subject to You providing us with a valid tax invoice. You must remit GST to the Australian Taxation Office as required by the GST legislation.
- (d) If, for any reason, the amount of GST paid by Us differs from the amount of GST paid or payable by You to the Australian Taxation Office, then You must issue a GST adjustment note and the difference must be paid by or to Us as the case may be.

- (e) 'GST' has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

### **13. General**

- 13.1 Nothing in the Agreement limits Our rights or Your obligations under a Governing Act.
- 13.2 The Agreement can only be varied by an agreement in writing signed by both You and Us.
- 13.3 You must not assign any of Your rights or obligations under the Agreement without Our prior written consent.
- 13.4 You must not subcontract any part of Your obligations under the Agreement without Our prior written consent and You will remain responsible to Us for the acts and omissions of any subcontractors.
- 13.5 You acknowledge that We are subject to the *Right to Information Act 2009* and any documents held by Us may be subject to disclosure under that Act.
- 13.6 Clauses 3.6, 3.7, 3.8, 6, 7.2, 9 and 13.6 will survive expiration or termination of the Agreement.
- 13.7 If any part of the Agreement is determined to be invalid, unlawful or unenforceable, then, to the extent permitted by law, that part will be severed and the remaining terms will continue to be valid and enforceable.
- 13.8 A failure by Us to exercise, or a delay by Us in exercising, any right, power or remedy will not operate as a waiver.
- 13.9 Both parties will bear their own costs arising out of the preparation of the Agreement.
- 13.10 If, under clause 2.1(b), The Particulars are to be signed by the parties, the Particulars may be signed in one of more counterparts which, taken together, will constitute one instrument.
- 13.11 The Agreement will be governed by the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.