

DELIVERING COMMUNITY SERVICES IN PARTNERSHIP

LIST OF GRANT CONDITIONS

(List of grant conditions applicable to smaller and less complex grants valued below \$10,000)

1. The grant is to be used solely for the specified purpose approved by the Grantor during the funding period.
2. Any part of the grant monies that are not used in accordance with Condition 1 must be repaid to the Grantor unless written approval is obtained from the Grantor.
3. If the Organisation ceases carrying out the activities for which the grant was made or if the Grantor terminates the arrangement on account of the Organisation's breach or breaches of these Conditions then:
 - (a) the balance of the grant monies unspent must be repaid to the Grantor; and
 - (b) any property acquired with the grant monies must be transferred to another not-for-profit organisation with similar objects and purposes to the Grantee organisation, provided prior approval has been given by the Grantor.
4. An Organisation provided with grant monies does not entitle them to receive any further grant monies.
5. The Grantor will not be held responsible for the success of the approved purpose for which the grant is applied for or for any losses or additional costs incurred that are associated with the approved purpose.
6. Organisations must comply with all Local, State and Commonwealth laws applicable to the approved purpose.
7. If an Organisation wished to change the approved purpose or seek an extension of the funding period, the Organisation must obtain the Grantor's prior written approval.
8. If an Organisation commits a breach of any of these terms and conditions, the Grantor can terminate the arrangement at any time and without giving the Organisation any prior notice.
9. The Organisation must provide all documents or information relating to the grant or the approved purpose within ten (10) business days of receiving the request from the Grantor.
10. Organisations must meet any payment conditions and/or reporting requirements as specified by the Grantor.
11. Organisations must allow the Auditor General for the State of Western Australia, or an authorised representative, to have access to and examine an Organisations records and information concerning the grant.
12. The total grant payment provided by the Grantor includes an amount to cover any liability for GST, if applicable.

13. (a) For the purpose of clause 12:
- (i) “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) “GST Act” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and include all associated legislation and regulations;
 - (iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisations with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
- (i) the Grantor will issue a RCTI in respect of GST Payable on the supply of the Project and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) The Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of the Agreement (‘the Term’);
 - (iii) The Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term; and
 - (iv) The Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from the understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under the Agreement.