

This agreement outlines the terms, conditions and responsibilities in relation to the provision of funding from the GCF.

## Definitions

1. In these Conditions:

“**ACA**” means the Australian Cricketers’ Association Inc. (ABN 81 104 703 910) of Level 1, 2 Ross Place, South Melbourne VIC 3205.

“**Application**” has the meaning given in clause 4.

“**Business Day**” means a day on which banks are open for general banking business in Melbourne, Victoria (Australia) and not being a Saturday or a Sunday.

“**CA**” means Cricket Australia (ABN 53 006 089 130) of 60 Jolimont Street, East Melbourne VIC 3002

“**Club**” or “**you**” means the community cricket club which is the subject of the Application, and that is eligible to apply for a Grant from the GCF in accordance with clause 5.

“**Grant**” means funds to be allocated to a club from the GCF by the Joint Committee.

“**Grant Criteria**” means the criteria set out in clause 25.

“**GCF**” means the Grassroots Cricket Fund.

“**Joint Committee**” means the committee formed by CA and the ACA in accordance with the confidential Memorandum of Understanding between CA and the ACA.

“**Payment Request**” has the meaning given in clause 29.

“**Premier Club**” means a club which competes at the highest level of club competition in Australia, as set out in each annual National Premier Cricket Handbook released by Cricket Australia.

“**State/Territory Association**” means:

- a. ACT Cricket Association Inc (ABN 61 741 344 332);
- b. New South Wales Cricket Association (ABN 27 000 011 987);
- c. Northern Territory Cricket Association Inc. (ABN 21 938 643 056);
- d. Queensland Cricket Association Ltd (ACN 010 289 237);
- e. South Australian Cricket Association Inc. (ABN 94 694 912 780);
- f. Tasmanian Cricket Association (ABN 34 009 476 993);
- g. Victorian Cricket Association (ABN 28 004 128 812); and/or
- h. Western Australian Cricket Association (ABN 44 026 744 769).

## Background

2. CA and the ACA are working together to implement and undertake the GCF in line with the confidential Memorandum of Understanding between CA and the ACA.
3. The purpose of the GCF is to provide funding to community cricket clubs for facilities and equipment used in cricket.
4. By completing the online application form, you have applied to the Joint Committee for funding in relation to your cricket Club under the GCF (the “**Application**”) and agree that you are authorised to accept the terms of this agreement, which will be binding on the Club.

### **Eligibility Criteria**

5. To be eligible to apply for a Grant, a club must be:
  - a. affiliated with CA or one of the State/Territory Associations; and
  - b. located in Australia, properly constituted and registered as an incorporated body.
6. Upon request from the Joint Committee, you must provide a copy of your Club's constitution to the Joint Committee.

### **Facilities Grant**

7. The facilities grants are provided to assist cricket clubs with upgrading, repairing or otherwise improving cricket club facilities to assist them in the delivery of cricket services to their local community.
8. Separate to this agreement, additional funds of no more than \$1,000,000 will be contributed to the Australian Cricket Infrastructure Fund out of the GCF. Clubs may apply for such additional funds through the Australian Cricket Infrastructure Fund.

### **Equipment Grant**

9. Grants provided through the equipment stream of the GCF will be an amount of no more than \$2,500 per application, exclusive of GST.
10. The equipment grants are provided to assist community cricket clubs with purchasing cricket equipment to assist them in the delivery of cricket services to their local community.
11. The 104 Premier Clubs are ineligible to apply for the grant.
12. Priority will be given to those clubs who did not receive funding under the first funding round of the Grassroots Cricket Fund (held between 14 February 2019 and 31 March 2019).

### **Warranties and Undertakings**

13. You warrant that and agree to the following:
  - a. everything in your Application is true and correct as at the date of your Application;
  - b. you will comply with all laws and regulations in relation to your Application and your Club;
  - c. you will immediately notify the Joint Committee of any breach of this agreement or any occurrence that may impact your Application, including but not limited to changes, delays, amendment or cancellation;
  - d. you will not disparage or bring into disrepute CA, the ACA, the Joint Committee or the GCF at any time;
  - e. you will comply with any additional terms and conditions of any third party supplier who provides cricket equipment which is funded by the grant;
  - f. any and all correspondence, discussions or information between the Joint Committee and you in relation to your Application, this agreement, the GCF or the Grant, are strictly confidential and you must not disclose such details to anyone, other than if lawfully compelled to do so or as approved in writing by the Joint Committee or CA. The Joint Committee and/or CA are entitled to seek an injunction, without notice, to prevent breach or further breaches of this clause;
  - g. you will acknowledge the support of the Joint Committee, the ACA and/or CA in such manner as reasonably advised by the Joint Committee from time to time;
  - h. that the nominated banking details provided must be in the name of or under the control of the Club;
  - i. that the representative claiming the Grant on behalf of the Club must be a duly authorised delegate of the Club;

- j. no conflict of interest exists or is reasonably foreseeable in relation to the Application, and any actual or potential conflict of interest that arises during the term of this agreement will be notified by you to the Joint Committee as soon as possible. Such notifications should provide details of the actual or potential conflict of interest; and
  - k. you will keep proper and adequate books and records in accordance with best practice accounting standards (such records to be made available on request by CA (acting reasonably)).
14. You must use the Grant (including any interest earned on the Grant) only for the purposes stated in your Application.

### Process

- 15. Applications open at 12:00 pm on 9 September 2019 and close at 11:59pm on 29 September 2019 (**Closing Date**). If funding has not been exhausted by the Closing Date, the Joint Committee has the ability at its discretion to extend the application period.
- 16. Grants will be processed on a first in first served basis. If funds are exhausted prior to the Closing Date, the Joint Committee has the authority to close the applications prior to such Closing Date.
- 17. The Joint Committee may close the GCF at any time at its sole discretion and without notice, after which Applications will not be accepted.
- 18. Applications must be made by an authorised representative of the Club and submitted through the CA online grant portal. Grants will not be considered if submitted via other channels.
- 19. Once submitted, no changes to an Application will be permitted. An Application may be withdrawn by you or your Club upon written notice to the Joint Committee.
- 20. Incomplete Applications will be deemed invalid. Applications will also be deemed invalid if they breach this agreement as determined by the Joint Committee in its sole discretion or any other content guidelines notified by the Joint Committee during the entry process for the Grant.
- 21. Only one Grant application may be submitted per Club to each of the equipment stream and facilities stream.
- 22. While subject to change at the absolute discretion of the Joint Committee, the total national commitment under the GCF will not exceed \$2,000,000 in respect of Applications made during the period described in clause 15.
- 23. Grants will be allocated to Clubs by the Joint Committee, in its absolute discretion, on a merit and needs based assessment of the Application taking account of the Grant Criteria.
- 24. The amount of funds allocated to each Club will be determined by the Joint Committee in its absolute discretion.
- 25. The Joint Committee does not warrant or guarantee that you will receive a Grant or that Grants will be equally or proportionally allocated across states and territories.
- 26. Grant funding decisions made by the Joint Committee are final. Appeals will not be considered, correspondence will not be entered into and feedback will not be provided to you or your Club.
- 27. The Joint Committee or CA will notify you as soon as practicable of the outcome of your application, and in any case, 30 Business Days after the Closing Date.

### Funding

- 28. CA will manage the payment of all Grants to the Clubs.
- 29. If you receive notice from the Joint Committee or CA that your Application has been successful, the Grant will be paid to your Club subject to CA and the Joint Committee receive a written tax invoice from the Club for the full value of the Grant ("**Payment Request**").

30. The Grant will be transferred by CA into your Club's nominated bank account within 60 days following receipt of the Payment Request. CA is not responsible or liable to the Club where the Grant is not received into the Club's nominated bank account within this time period.
31. CA is under no obligation to re-transfer funds where the Club has not provided up to date or accurate bank account details, and the transferred funds were not received by the Club.

#### **Media**

32. You consent, on behalf of your Club and its members, to CA, the ACA and the Joint Committee using your Club's and your name, likeness, image and/or voice in the event you are successful (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the GCF.
33. You will not make any public announcement, press release, launch, promotion or advertisement about your Application, the Grant, the GCF, the Joint Committee or this agreement without the express written consent of CA or the Joint Committee, which may be withheld in CA or the Joint Committee's (as applicable) sole and absolute discretion.

#### **Records and Reporting**

34. You must retain copies of all documents associated with your use of the Grant (including, without limitation, tax receipts) for 12 months after receiving the Grant, to allow for verification by the Joint Committee and/or CA if required.
35. Within 2 months of receiving the Grant, you must report to the Joint Committee and CA in writing with respect to how the Grant has been spent. The report must include:
  - a. a summary of how the Grant has been or will be used; and
  - b. photographs of the purchased equipment or the improved facilities (if applicable) using the Grant.

#### **GST**

36. If GST is payable on any supply made by you under this agreement, CA must pay you an additional amount equivalent to the GST at the time the payment to you is due, subject always to CA being in receipt of a valid tax invoice from you.

#### **Indemnity and Limitation of Liability**

37. You agree that the Club will not make any claim against the Joint Committee, the ACA or CA in relation to the Application by your Club, the Grant process or any Grant to the Club. This agreement does not contain any representation upon which any Club or any other person is entitled to rely at any point in time in order to bring any claim, action or proceedings against the Joint Committee, the ACA or CA (whether for misrepresentation or otherwise).
38. The Club indemnifies CA and ACA in relation to any claims or loss suffered by the Joint Committee, the ACA or CA due to:
  - a. the negligence of the Club in connection with this Agreement; and
  - b. any breach of this Agreement by the Club.
39. The Joint Committee, the ACA and/or CA and their agencies and representatives associated with the GCF will not be liable for any loss, damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) in connection with or relating to the GCF, an Application or the awarding of a Grant except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

#### **Termination**

40. The Joint Committee and/or CA may terminate this agreement with immediate effect without any liability to the Joint Committee, the ACA and CA if:

- a. you breach this agreement and that breach is either:
    - i. incapable of being remedied, such as a breach of confidentiality; or
    - ii. if capable of remedy, is not remedied by you within 10 days of the Joint Committee's notification to you of the breach.
  - b. there is a material change in the nature of your Club;
  - c. your ability to use the Grant for the purposes stated in your Application becomes uncertain or impossible; or
  - d. the Joint Committee, the ACA and/or CA considers or reasonably suspects that you or any of your officers, employees or members:
    - i. are guilty of any misconduct, misbehavior or gross inefficiency in relation to this agreement; or
    - ii. have or will misappropriate the Grant.
41. If this agreement is terminated for any reason, the Joint Committee may require you to repay the Grant at its sole discretion.
42. Should your intended purpose for the Grant not proceed, the scope of your intended purpose is altered or the Grant is not used for the purposes approved by the Joint Committee, the Joint Committee reserves the right to require all or part of the funding be refunded or returned at the discretion of the Joint Committee.
43. If you:
- a. complete the objectives stated in your Application but do not spend the entire Grant; or
  - b. are unable to spend the full amount of the Grant prior to 15 January 2020.

then CA or the Joint Committee may require repayment of the unspent amount. You must repay the unspent amount within 14 days of any such request from CA or the Joint Committee.

### Privacy

44. If you have selected the option to receive information and offers from CA, you understand and agree that CA also collects your personal information, including on behalf of State/Territory Associations, including the Big Bash League teams (together, "**Australian Cricket**") to communicate with you, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy) or by emailing [privacy@cricket.com.au](mailto:privacy@cricket.com.au)), and that the personal information you provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how you may access and seek to correct your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if you opt in to receive those offers. You can request to access, update or correct any personal information Australian Cricket holds about you by writing to CA's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to [privacy@cricket.com.au](mailto:privacy@cricket.com.au).

### General Terms

45. You may not assign this agreement without the prior written consent of the Joint Committee.
46. This agreement represents the parties' entire agreement in relation to any Grant provided under it and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

47. This agreement may only be varied with the prior written consent of the Joint Committee. The Joint Committee may vary the terms of this agreement at any time, without notice.