Letter of Offer – Terms and Conditions

1. Payment and Australian Business Number

1.1 The Funding will be paid into the bank account specified in the Schedule within forty (40) Business Days[1] of the commencement of the Funding Agreement.

1.2 The payment of the Funding to you is dependent upon you providing your Australian Business Number[2] (**'ABN'**) or a statement explaining why you are not required to provide an ABN. If you do not meet these requirements then we will apply withholding tax to any payments made under the Funding Agreement.

2. GST

2.1 If you are registered for GST, you allow us to issue you with a Recipient Created Tax Invoice for any Taxable Supplies you make under this Funding Agreement, You agree that you will not send us a Tax Invoice, and agree that you will notify us in writing of any changes to your GST status that occur during the term of this Funding Agreement.

2.2 The terms '**GST**', '**Recipient Created Tax Invoice**', '**Taxable Supplies**' and '**Tax Invoice**' have any of the meanings used in the GST requirements, including any relevant legislation, regulations, or applicable rulings by the Australian Taxation Office.

3. Privacy

3.1 You agree:

(a) not to do anything which, if done by the Commonwealth, would breach an Information Privacy Principle; and

(b) to comply with any directions from us, to the extent that they are consistent with the Information Privacy Principles or a Commonwealth, State or Territory public interest determination or privacy determination.

3.2 In this clause 3, '**Information Privacy Principle**' has the same meaning as in the *Privacy Act 1988* (Cth).

4. Indemnity

4.1 You agree to indemnify (and keep indemnified) us (including our officers, employees and agents) against any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with this Funding Agreement.

5. Termination

5.1 Although you are not in default, we can terminate this Funding Agreement, or reduce its scope, at any time by giving you written notice.

5.2 We can immediately terminate this Funding Agreement by giving you a written notice if: any of the following occur:

(a) you commit a breach of any of your obligations under this Funding Agreement and we consider that the breach cannot be rectified or you fail to rectify to our satisfaction, and within a reasonable time, a breach which we consider is capable of remedy; or

[1] Business Day means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done

[2] For a list of situations where an ABN is not required, refer to the Australian Taxation Office website. The website also contains a 'Statement by a Supplier' form that you can use to set out the reason for not providing your ABN.

(b) you have come under external administration, you have become bankrupt, insolvent, or we in our sole discretion form the view that you are, or may become, insolvent or are suffering financial difficulty which we consider is affecting or may affect, your ability to perform the Activity or meet your obligations under this Funding Agreement.

6. Accounting for the Expenditure of the Funding

6.1 You give us or our representatives the right to inspect your records relating to the Funding at any time we request to do so up to five (5) years after the Funding Agreement completion date or earlier termination of this Funding Agreement.

6.2 At any time up to five (5) years after the expiry or earlier termination of this Funding Agreement, we may ask you to send us:

(a) original receipts or other documents which account for the expenditure of the Funding; and/or

(b) a written statement certifying that you have used the Funding as directed: and/or

(c) a statutory declaration made in accordance with the Statutory Declarations Act 1959 (Cth) accounting for the expenditure of the Funding.

6.3 You must comply with a request made under clause 6.2 within the timeframe specified in the request otherwise we may require you to repay the Funding within twenty (20) Business Days of us giving you notice to do so.

7. Repaying the Funding

7.1 You must repay the Funding (or the relevant part of it) to us in any of the circumstances set out below:

(a) we overpay you; or
(b) we pay you an amount that you incorrectly claim; or
(c) an amount of the Funding is unspent at the Funding Agreement completion date; or
(d) we pay you an amount that you are unable to spend in accordance with this Funding Agreement; or
(e) you spend an amount other than in accordance with this Funding Agreement.

7.2 If you must repay an amount under clause 7.1:

(a) you must do so within twenty (20) Business Days after we give you a notice in writing; and
(b) you must pay interest on the amount from the end of the twenty (20) Business Days until the date of repayment (and interest is calculated at the general interest charge rate as specified in section 8AAD of the Taxation Administration Act 1953 (Cth) on a daily compounding basis); and
(c) we may recover the amount and any interest as a debt due to the Commonwealth.

7.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under this Funding Agreement or any other agreement we have with you.

8. Complaints

8.1 You must establish and publicise the existence of a documented complaints process which you must use to deal with any complaints by your clients unless otherwise required by another part of this Funding Agreement. If clients are unsatisfied with how their complaint was handled by you then you must refer the client to our complaints service (details on our website) for further investigation of the complaint.