

# Letter of Offer – Terms and Conditions

## 1. Payment and Australian Business Number

---

- 1.1 The Grant will be paid into the bank account specified in the Schedule within forty (40) Business Days<sup>1</sup> of the commencement of the Agreement.
- 1.2 The payment of the Grant to you is dependent upon you providing your Australian Business Number<sup>2</sup> ('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 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 the 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 the 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, in conducting the Activity:
- (a) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth); and
  - (b) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in 3.1(a); and
  - (c) you must notify us in writing of any breach or possible breach of this clause 3.

## 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 the Agreement.
- 4.2 Your obligation to indemnify us will reduce proportionally to the extent any act or omission involving fault on our part contributed to the claim, loss or damage

## 5. Termination

---

- 5.1 Although you are not in default, we can terminate the Agreement, or reduce its scope, at any time by giving you written notice.
- 5.2 We can immediately terminate or reduce the scope of the Agreement by giving you a written notice if: any of the following occur:
- (a) you commit a breach of any of your obligations under the 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
  - (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

---

<sup>1</sup> 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

<sup>2</sup> 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.

affect, your ability to perform the Activity or meet your obligations under the Agreement.

## **6. Reporting and Record Keeping**

---

- 6.1 You must provide the reports (if any) set out at Item H of the Schedule.
- 6.2 You give us or our representatives the right to inspect your records relating to the Grant at any time we request to do so up to five (5) years after the Agreement completion date or earlier termination of the Agreement.
- 6.3 At any time up to five (5) years after the expiry or earlier termination of the Agreement, if we request, you must send us:
- (a) a financial declaration; and/or
  - (b) original receipts or other documents which account for the expenditure of the Grant.

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

- 6.4 Where the report specified at Item H of the Schedule is a financial declaration, you must:
- (a) verify you have spent the Grant on the Activity in accordance with the Agreement; and
  - (b) specify the amount, if any, of the Grant that remains unspent.
- 6.5 Where the report specified at Item H of the Schedule is a non-audited financial acquittal, you must provide an income and expenditure statement in relation to the Grant that:
- (a) is based on proper accounts and records; and
  - (b) verifies that you have spent the Grant on the Activity in accordance with the Agreement; and
  - (c) specifies the amount, if any, of the Grant that remains unspent; and
  - (d) complies with the applicable Australian Accounting Standards<sup>3</sup>.
- 6.6 Any financial report or declaration must be certified by:
- (a) your board; or
  - (b) your chief executive officer; or
  - (c) an officer with authority to do so.
- 6.7 You acknowledge that giving false or misleading information to the Department is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Cth).

## **7. SACS Supplementation**

---

- 7.1 If you have received a SACS Supplementation<sup>4</sup> amount for the Activity, you must
- (a) only use the SACS Supplementation to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision<sup>5</sup>; and
  - (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award<sup>6</sup> entitlements for the term of the Agreement; and
  - (c) repay any unspent or uncommitted SACS Supplementation in accordance with clause 8 of the Agreement; and

---

<sup>3</sup> Refer Australian Accounting Standards Board [www.aasb.gov.au](http://www.aasb.gov.au)

<sup>4</sup> SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item C of the Schedule as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision.

<sup>5</sup> SACS Decision means the decisions made by the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or the Western Australia Industrial Relations Commission on 29 August 2013.

<sup>6</sup> SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

- (d) provide us with a written document certifying you spent the SACS Supplementation in accordance with the Agreement.

## **8. Repaying the Grant**

---

- 8.1 You must repay the Grant (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 Grant is unspent at the Agreement completion date; or
  - (d) we pay you an amount that you are unable to spend in accordance with the Agreement; or
  - (e) you spend an amount other than in accordance with the Agreement.
- 8.2 If you must repay an amount under clause 8.1:
  - (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.
- 8.3 We can recover all or any of the amount and interest by deducting it from subsequent amounts we pay you under the Agreement or any other agreement we have with you.

## **9. Complaints**

---

- 9.1 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 the 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.