Conditions of Funding

The funding described in the Approval Letter (**Funding**) will be paid to You in the manner described in the Approval Letter on and subject to the following Conditions:

1. In these Conditions of Funding (including the Approval Letter):
    a. **Us, We, Ourselves,** and **Our** pertain to the Western Australian Health Promotion Foundation (**Healthway**) and the terms **You** and **Your** pertain to you, the recipient of the Funding described in the Approval Letter;
    b. **Request Form** means Your written request to Healthway applying for Funding;
    c. **Approval Letter** means the Approval Letter confirming the Funding which is part of these Conditions, which will be sent to You at a later date;
    d. **Conditions** means all these Conditions of Funding, the content of the Approval Letter (including any additional conditions therein), and all other terms and conditions imposed by Us in respect to the Funding. You acknowledge and agree that the Approval Letter and any other terms and conditions imposed by Us in respect to the Funding may be conveyed to You at a later date and notwithstanding that You agree to be bound by the same if You accept payment of the Funding;
    e. **GST** is defined in the GST Law;
    f. **GST Law** is defined in the A New Tax System (Goods and Services) Tax Act 1999 (C'th);
    g. **Law** means a rule or requirement of a statute, subsidiary legislation, the common law or equity;
    h. **Project** means the activities and/or events undertaken by You with the Funding to give effect to the Purpose, including the achievement of the Program Requirements and compliance with Healthway Objectives;
    i. **State** means the State of Western Australia and includes any agency, agent, instrumentality or emanation thereof;
    j. A reference to the singular includes the plural and vice versa; and
    k. Terms used in these Conditions and defined in the Approval Letter (including any information enclosed therewith or attached thereto) shall bear the same meanings ascribed to them in that Approval Letter.

2. **Use of funds**
    a. You will use the Funding solely in accordance with the approved purpose and conditions set out in the Approval Letter (**Purpose**).
    b. Any and all changes to the Purpose or the Conditions must be requested by You in writing and approved by Us before such changes occur.
    c. Any unspent monies from the Funding must be returned promptly to Us.

3. **Minimum Health Requirements**
    a. You must meet the Minimum Health Requirements for all activities and/or events throughout the Term of the Funding. Details of the Minimum Health Requirements are available on Healthway's website at www.healthway.wa.gov.au.

4. **Co-Supporters Policy**

   a. You must not, in relation to the funded activity/event, enter into, perform or participate in any dealings, arrangement or contract whereby You are promoting, advertising or endorsing, or allowing the advertising, promoting or endorsing of, any alcohol, food and beverages with low nutrients and high in kilojoules, saturated fat, added sugar or added salt, the promotion of gambling products to underage audiences and tobacco products (which is or is likely to impinge upon or conflict with the philosophy or objectives of Healthway) without Our prior written consent.

   b. Healthway's Co-Supporters Policy must be complied with for the Term of the Funding and is available on the website at www.healthway.wa.gov.au.

   c. Clause 4 is an essential term of these Conditions.

5. **Program Requirements**

   a. You must meet the program guidelines and requirements (**Program Requirements**) that align with or are relevant to Your Request Form for all activities and/or events for which the Funding is used by You. Details of all program guidelines and requirements are available at Healthway's website at www.healthway.wa.gov.au.

6. **Information**

   a. You will, on request, promptly provide Us with information, reports and documentation relating to these Conditions, the Funding and the Purpose (collectively **Information**) to enable Us to evaluate the Funding and ensure that the Conditions have been and are being complied with.

   b. You consent to Us disclosing the Information and all other information relating to the Funding and the application for the Funding (including Your previous funding and acquittal history with Us) to:

      i. the Western Australian government;

      ii. another local, state or Commonwealth government agency, department or entity;

      iii. another Western Australian statutory authority;

      iv. Your referees;

      v. other not-for-profit organisations,

      (each, an **Entity**), for the purpose of assessing, processing, analysing, evaluating, promoting or reporting the application or the Funding or enabling the Entity to provide advice on, process or assess any other funding applications submitted by You.

7. We may liaise with and seek information from and the views of Your other actual or proposed funders and to that end You shall, on request, promptly provide Us with the names and contact details of those other actual or potential funders who shall not be precluded by You from liaising with Us or giving Us information pertaining to You, Your activities and finances.

8. You will, in relation to the Funding, the Project and Your business:

   a. act ethically and commercially prudently;

   b. not do anything or allow anything to be done which causes or could cause Us or the State of Western Australia to be publicly criticised, embarrassed or ridiculed; and

   c. comply with all Laws and State and Healthway policies and guidelines, including those listed at Healthway's website at www.healthway.wa.gov.au.

9. If You breach any of the Conditions, We may:
    a. forthwith terminate Our contract with You; and
    b. ask You to pay an amount of money equal to some or all of the Funding and, if We so ask, You must promptly make such payment.

10. You warrant that all information (including promises, assertions, representations and projections) made or given by You or on Your behalf in relation or preparatory to the Funding is true, correct and complete and in no way misleading or deceptive. The above warranty is repeated every day until the life of the Purpose is realised and if it is or becomes untrue or incorrect in any way before such time, You shall promptly notify Us in writing, giving Us all relevant details.

11. The expressed and implied provisions of the Approval Letter (once it comes into existence and is sent by Us to You) form part of the Conditions and must be complied with in accordance with their terms.

12. If under the Conditions or in connection with the Funding, You have an obligation, and if You do not perform that obligation, We may (without having to) Ourselves perform that obligation and the cost to Us in such performance will be a debt due from You to Us and payable on demand. You shall promptly provide Us with all cooperation to enable Us to exercise Our rights hereunder.

13. The Conditions do not displace, reduce or otherwise lessen Our rights at or under any Law.

14. If:
    a. You or any of Your office holders, or managerial or senior staff are subject to or the subject of a charge, conviction, allegation or investigation involving fraud, dishonesty, misappropriation or financial mismanagement; or
    b. there are or come into existence any circumstance(s) which will or will be likely to make Your compliance with the Conditions unlikely, less likely, difficult, problematic, impossible or impractical, then

    You must notify Us immediately in writing giving Us all relevant details and access to documentation relating to the charge, conviction, allegation, investigation or circumstance(s) and keep Us properly and promptly apprised as to salient developments.

15. You may not assign, novate, transfer or otherwise deal with the Conditions, the Project, or Your rights or obligations under the Conditions, except with Our prior written consent.

16. You shall take out and maintain (for the duration of the Conditions) with a reputable and solvent insurer insurance for public liability and products liability with an unlimited aggregate and coverage of not less than $10,000,000 in respect of each occurrence, covering legal liability to third parties for death, illness or injury to any person or the loss, destruction, damage to any property directly or indirectly caused by or arising out of the conduct of Your business.

17. You must not use any of Our trademarks, logos or other intellectual property without Our prior written consent and only then in accordance with Our written directions or requests.

18. We may publicise the fact of Our funding hereunder as, when and howsoever We choose. You consent to Us publishing reports and documentation relating to the Funding and the Project on any website or social media platform and using and disclosing this information for marketing or promotional purposes.

Conditions of Funding

19. If You are registered for GST, then to comply with GST requirements, You agree that:
    a. Healthway will issue Recipient Created Tax Invoices (RCTIs) in respect of the Project where appropriate;
    b. You shall not issue tax invoices in respect of the Project where Healthway has generated a RCTI;
    c. At the time of entering this agreement You are registered for GST and Healthway will be notified immediately if GST registration ceases, and
    d. You will remit the GST liability on the Project to the Australian Taxation Office.

20. A contract and legal relations between Us and You, pertaining to the Funding and the Project will only come into existence if and when the Conditions of Funding are agreed by You and Us, and when the Minister responsible for Healthway approves the Funding in writing (whichever occurrence happens last).

21. All promises, statements and representations contained in Your Request form part of the contract between Us and You and must be complied with by You in accordance with their terms. If there is any inconsistency between Your Request and the remainder of such contract, the latter will prevail over the former to the extent of such inconsistency. Silence shall not constitute or form the basis of any inconsistency.

Name of Organisation:

hereby acknowledges that should Funding be approved, the Organisation has read, understood and agrees to the above Healthway Conditions of Funding.

Where the Organisation is an incorporated association, this document must be signed by the Chairperson/President of the Organisation and another committee member.

Where the Organisation is a company/corporation, this document must be signed in accordance with section 127 of the Corporations Act 2001 or section 99-5 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (whichever is applicable) by:

(a) two Directors; or
(b) a Director and a Company Secretary; or
(c) as our company/corporation has only one Director, that Director.

Note: Please circle the scenario above that applies to Your organisation.

Signed for and on behalf of the Organisation by its Authorised Signatory/Signatories.

Signature:

Name:

Position:

Date:

Signature:

Name:

Position:

Date: