**PLEASE NOTE: ADDITIONAL AGENCY SPECIFIC CLAUSES MAY ONLY BE INCLUDED AS SPECIAL CONDITIONS IF APPROVED BY THE DEPARTMENT OF TREASURY AND FINANCE.**

*Is this a high risk and/or complex (e.g. complicated) Grant? If* ***Yes*** *contact the Crown Solicitor’s Office. If* ***No*** *proceed to next question.*

*Is the Grant to be used for the purposes of constructing or redeveloping facilities e.g. clubrooms, gymnasiums etc? If* ***Yes*** *insert the following clauses as Special Conditions**in Attachment 3. If* ***No*** *proceed to next question.*

# Additional definitions

## In this Agreement:

### “**Approved Use**” means <insert use e.g. use by community or sporting groups)> or such other use as the Government Party may approve in writing;

### “**Assets**” means any capital items purchased with the Grant;

### “**Conditions Precedent Date**” means <insert date> or such later date as the Government Party may approve in writing;

### “**Date for Practical Completion**” means <insert date> or such later date as the Government Party may approve in writing;

### “**Facility**” means <insert details>;

### “**Land**” means <insert description of land by reference to Certificate of Title or Crown Record>;

### “**Other Funding**” means funding provided by a party other than the Government Party for the purposes of the redevelopment or construction of the Facility;

### “**Practical Completion**” means the Facility is complete except for minor omissions or defects that do not prevent the use of the Facility for the Approved Purpose.

# Condition Precedent

## The Government Party will only pay the Grant to the Recipient if the Recipient satisfies the following conditions in full by the Conditions Precedent Date:

### provides evidence either that the Recipient owns the Land or that the Recipient has entered into legally binding agreements in respect of tenure of the Land upon which the Facility is to be constructed or redeveloped;

### provides the Government Party with a plan of the redevelopment or construction site of the Facility indicating the works to be conducted and a description of the Land;

### if required, obtains development approval for the construction or redevelopment of the Facility;

### if required, provides the Government Party with a copy of the development approval; and

### where relevant, provides the Government Party with documentary evidence that the Recipient has received or is entitled to receive all of the Other Funding (“**Conditions Precedent**”).

## If the Recipient does not satisfy the Conditions Precedent in full by the Conditions Precedent Date, the Government Party may terminate this Grant Agreement by written notice to the Recipient.

# facilities funding

## The Recipient must open and maintain a separate bank account for the Grant and use this separate bank account for the administration and payments from the Grant throughout the Funding Period.

## The Recipient must use any bank interest that accrues from the deposit of the Grant for the Purpose.

## The Recipient may only draw down or use the Grant to the extent necessary to progress the construction or redevelopment of the Facility and in compliance with this Grant Agreement.

## If the Recipient is using Other Funding to partially fund the Facility and the Recipient does not receive all of the Other Funding or if the Other Funding is not sufficient to complete the construction or redevelopment of the Facility, the Recipient agrees to meet the funding shortfall.

## If the actual cost of the construction or redevelopment of the Facility is greater than the Grant plus the Other Funding (“**Total Funding**”), the Recipient agrees it will meet all such additional costs.

## If the actual cost of the construction or redevelopment of the Facility is less than the Total Funding, the Recipient agrees to repay to the Minister <insert percentage> that the Grant bears to the Total Funding.

# Construction of facility

## As soon as practicable after all of the Conditions Precedent have been satisfied, the Recipient must:

### commence the construction or redevelopment of the Facility; and

### provide written confirmation of the actual date of commencement of construction to the Government Party.

## On the giving of reasonable notice by the Government Party, the Recipient must permit an officer or other person authorised by the Government Party to enter the Land to inspect the Facility and all associated works.

## The Recipient must:

### ensure Practical Completion of the construction or redevelopment of the Facility as soon as reasonably possible but in any event by no later than the Date for Practical Completion or such other use as the Government Party may approve in writing; and

### provide to the Government Party a Certificate of Practical Completion certifying the Facility as practically complete.

# use of facility

## The Recipient must:

### not change the Approved Use of the Land, Facility or the Assets unless the Recipient has obtained the prior approval of the Government Party;

### maintain the Facility and Assets in good repair at its cost;

### not install or otherwise make available gaming machines at the Facility unless otherwise approved by the Government Party;

### not sell or assign, the Land, the Facility or the Assets unless the Recipient has first obtained the prior approval of the Government Party.

# Additional insurances

## In addition to any other insurances specified in Attachment 1, the Recipient must also effect and maintain or ensure that the Land owner effects and maintains:

### A policy of insurance insuring the construction works against loss or damage throughout the redevelopment and construction of the Facility;

### A policy of insurance insuring the Facility against loss or damage for the full replacement value.

*Is the Grant to be used for the purposes of funding an outdoor event? If* ***Yes*** *insert the following clauses as Special Conditions**in Attachment 3. If* ***No*** *proceed to next question.*

# smoke free environment

## The Recipient must use its best endeavours to ensure all events funded by the Grant or as part of the Purpose are completely smoke-free, including any stage performance and outdoor events.

## The Recipient must use its best endeavours not to enter into any arrangement (whether commercial or otherwise) in connection with the Grant or the Purpose with any persons or bodies who encourage or support the use of tobacco products in any way.

## The Recipient must not sell, and must use its best endeavours not to permit the sale of, any tobacco products at events held using the Grant or as part of the Purpose.

## The Recipient must use its best endeavours to ensure any employees, contractors, agents, officials, volunteers, participants and spectators in any way connected with the Grant or the Purpose comply with these conditions.