



ROTARY CLUB OF HAMPTON INC. [Reg No: A0035289F]

Terms and Conditions

The following terms and conditions apply to the Rotary Club of Hampton Inc. [RCH] Community Grants program:

1. If an Application does not comply with these terms and conditions, it will be ruled invalid and withdrawn from consideration.
2. Applications are invited from Australian community organisations in accordance with the eligibility criteria detailed on the Rotary Club of Hampton website [www.hamptonrotary.org.au].
3. To apply for a grant, applicants must accurately complete the Rotary Club of Hampton Community Grants Application Form available online at www.hamptonrotary.org.au.
4. By applying for a grant, applicants and recipients agree to abide by these terms and conditions. These terms and conditions are to be read in conjunction with the eligibility criteria and guidelines and other information regarding grants on the RCH website and contained within the online application process before applications are submitted. They will together with information received by the RCH in or in connection with an application form legally binding terms of an agreement for any grant in respect of the application.
5. As the number of responses may be substantial, not every Application that meets the selection criteria will necessarily receive a grant. The ultimate decision in relation to whom grants are paid and the amount is at the sole discretion of the Rotary Club of Hampton Incorporated (RCH) and no correspondence will be entered into relating to the decision process or the outcome.
6. By submitting an Application, applicants and successful grant recipients consent to the RCH using and disclosing the information provided for the purposes of conducting the RCH Community Grants program, reviewing, processing and awarding the Grants and any other matter connected to or incidental to the program, including marketing and promoting both the program and the RCH.
7. Applicants and recipients may be contacted by Hampton Rotary, or its representatives, directly for the purpose of Application validation and due diligence. All Applications become the property of the RCH.
8. The RCH reserves the right, at any time, to verify the validity of Applications and to disqualify any Application that is not in accordance with these terms and conditions.



9. Any funding received from the RCH must be spent solely for the purpose of the approved Application project, and within the time period stated in the RCH Community Grants Application Form.
10. Any financial assistance provided from the RCH Community Grants program is considered a sponsorship. You should check the nature of any supply made to the RCH with your taxation adviser. Notwithstanding, any grant from the RCH Community Grants program includes any applicable GST.
11. If, at any time, the stated purpose of the project is no longer possible and cannot be completed in the manner described in the Application submitted to the RCH, the grant recipient must advise the RCH of the inability to complete the stated purpose and discuss alternate options.
12. The RCH may vary the amount of the grant provided through the program at its sole discretion.
13. The RCH's financial assistance to the project must be acknowledged, regardless of the amount of funding, in the manner described in the Application submitted to the RCH or as otherwise agreed in writing with the RCH at its absolute discretion.
14. All promotional material, advertising, media releases and other material containing the RCH logo or Rotary logo or reference to the RCH funding via the RCH Community Grants program must be submitted to and approved by the RCH prior to production or release. The RCH reserves the right to make amendments prior to the release of the material. The RCH may not be referred to for any purposes outside of the scope of the grant funded project.
15. The grant recipient shall not do or say anything or cause anyone to do or say anything that may prejudice, or be detrimental to or cause damage to the name and reputation of the RCH Community Grants program or the RCH or Rotary.
16. Upon the RCH's request, grant recipients will supply the RCH with photos, quotes and materials which will become the property of the RCH, who may use them for marketing and promotional purposes.
17. The grant recipient must provide the RCH with an Acquittal Report within one (1) month of the project completion date. The RCH will monitor and follow up successful recipients regarding acquittal reports, identifying opportunities for marketing and promotion. Recipients that fail to complete the acquittal process will be noted and may be declined for future applications.
18. Recipients of funding must be a community group in Australia holding a current Australian Business Number (ABN).
19. The provision of any financial assistance will only be deposited into a bank account held by the nominated organisation upon receipt of a Tax Invoice. Grant funding will not be deposited into accounts of individuals.
20. The RCH is not liable for any additional costs associated with submitting your Application or the taking of a grant.
21. Should the actual total project costs be more than the proposed project costs, neither the RCH nor any of its related bodies, will be responsible or be obliged to pay any monies additional to the notified grant amount.
22. The RCH Community Grants program will not provide additional the RCH products or services as part of the grant, unless otherwise previously agreed in writing with the RCH at its absolute discretion.

23. The RCH is not liable for any loss, damage and/or personal injury suffered or sustained in connection with, or as a result of, the RCH Community Grants program, use of a grant, or participation in a program.
24. The grant recipient agrees to indemnify (and keep indemnified) the RCH (including its officers, employees and agents) against any loss, liability, injury or death incurred by it (including any loss or damage to our property, or loss or expense incurred by it in dealing with any claim against it) arising from any acts, omissions and/or negligence of the grant recipient, or your employees or agents in connection with these terms and conditions.
25. The grant recipient must keep and maintain adequate insurance (including public liability insurance) for the activities carried out in relation to this project, against any claims for loss or damage to property and injury or death to persons.
26. An authorised RCH representative may, where appropriate, visit the project site before, throughout and after the funding period, at times agreed by both parties.
27. The grant recipient must repay the full or relevant part of the granted funding to the RCH within thirty (30) business days after it receives a formal notice from the Club in any of the following circumstances:
 - a. the Club overpays the grant recipient; or
 - b. the Club overpays the grant recipient an amount that it incorrectly claims; or
 - c. an amount of the funding is unspent at the Project completion date; or
 - d. the Club pays the grant recipient an amount that it is unable to spend in accordance with the funding amount requested in its Application; or
 - e. the grant recipient misuses the funding amount by paying for a purpose that is not the project detailed in the Application.
28. The RCH Community Grants program can be suspended or terminated at any time without notice.
29. Electronic Communications
 - a. In addition to delivery in person, via post and via facsimile, participants in the RCH Community Grants program agree to have communications in connection with the program and invoices provided by posting on a website or sent via email.
 - b. Participants in the RCH Community Grants program agree that an email or website communication constitutes an “electronic communication” within the meaning of the *Electronic Transactions Act (Victoria) Act 2000 (Act)*.
 - c. Participants in the RCH Community Grants program agree that in agreeing to receive invoices via email, and the service of notices under the Act or any like or similar legislation that may be applicable in the State or Territory where Applications are accepted from or grants are made to applicants and recipients via email or website, participants in the RCH Community Grants program are in both instances designating “an information system for the purpose of receiving electronic communications” within the meaning of the Act.
 - d. Participants in the RCH Community Grants program agree that evidence of the “dispatch” (within the meaning of the Act) by any of them of an email or website posting is also prima facie evidence of the “receipt” of the email or posting by another or the others of them within the meaning of the Act. Unless the contrary is

proven the time of receipt will be deemed to be twenty (20) seconds after the time of the “dispatch” of the email or posting.

These terms and conditions may be amended or withdrawn at the discretion of the RCH. The RCH will publish any revised conditions at www.hamptonrotary.org.au. Applicants should visit the website from time to time to review the current and effective terms and conditions - See more at: [Community Grants Applications](#)

