

Grant conditions

Grants provided through the PRA – Supporting Children in Early Childhood Education and Care settings Grants Program are subject to the following terms and conditions:

1. The grant is to be used solely for the specified purpose and location of the application approved by Child Australia during the funding period.
2. Written approval must be sought from Child Australia for any request to vary the approved purpose of the grant or seek an extension to the funding period.
3. Any part of the grant that is not used in accordance with Condition 1 must be repaid to Child Australia unless prior written approval is obtained.
4. Should the activities for which the grant was approved cease or should the grant agreement be terminated due to a breach of the any of these Conditions, then:
 - (a) the balance of the grant, unspent in accordance with the approved purpose of the grant, must be repaid to Child Australia within ten business days; and
 - (b) any property acquired with the grant must be transferred to another Education and Care Services organisation in Western Australia approved under the Education and Care Services National Law (WA) with similar objectives and purposes to the recipient organisation, upon approval by Child Australia.
5. Providing a grant does not entitle a recipient organisation to be provided any further funding than that specified in the grant agreement.
6. Child Australia will not be held responsible for the success of the approved purpose for which the grant is provided or for any losses or additional costs incurred that are associated with the approved purpose.
7. Any documents or information relating to the grant or the approved purpose must be provided to Child Australia within ten business days of the request.
8. All payment conditions and reporting requirements must be met, as specified by Child Australia.
9. The Auditor General for the State of Western Australia, or an authorised representative, or a representative from Child Australia must be granted access to, and be permitted to examine, records and information concerning this grant.
10. All Local, State and Commonwealth laws applicable to the approved purpose must be abided by and complied with at all times.
11. Any project that involves working with children must ensure that the recipient organisation and all employees and volunteers comply with the *Working with Children (Criminal Record Checking) Act 2004*. Please refer to the Working with Children Check website for further information www.workingwithchildren.wa.gov.au.

12. Child Australia is not liable for any accident or negligence resulting in any claim or damage arising from activities undertaken as part of the grant.
13. Recipient organisations are required to be appropriately incorporated and be responsible for ownership of the appropriate insurance policies. This includes, but is not limited to, Public Liability, Volunteer Insurance, Workers' Compensation, and Professional Indemnity.
14. An acknowledgement of funding assistance provided by the Australian Government and Western Australian Government must be included in any advertising and on any material relating to the project by using the words 'Supported by the Australian Government and Western Australian Government.
15. Any individuals involved with the project must not be exposed to significant promotions for alcohol or unhealthy food and drinks during the term of the project.
16. Goods and Services Tax (GST)
 - (a) For the purposes of Condition 17 and Condition 18:
 - i. "GST" means the goods and services tax applicable to any taxable supplies, as determined by the GST Act;
 - ii. "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - iii. The terms "supply", "tax invoice", "taxable supply", and "value" have the same meanings as in the GST Act.
 - (b) If the supply of anything through this agreement is a taxable supply under the GST Act, the grant shall be inclusive of GST.
 - (c) If the parties agree that Child Australia will issue the recipient organisation with a recipient-created tax invoice (RCTI), then the parties hereby agree that:
 - i. Child Australia will issue a RCTI in respect of GST payable on the supply of the project and the recipient organisation will not issue a tax invoice in respect of that supply;
 - ii. The recipient organisation warrants that it is registered for the purposes of GST and Child Australia will notify the organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the term of the agreement; and
 - iii. Child Australia will indemnify and keep indemnified the recipient organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the project for which Communities issues an RCTI under the grant agreement.
17. If any of the terms or conditions are breached by the recipient organisation, Child Australia may terminate the grant agreement at any time and without giving prior notice.