

TERMS AND CONDITIONS

These Terms and Conditions are to be read in conjunction with the relevant EnergyAustralia Community Grants Program application form provided to you by EnergyAustralia (**Application Form**). In submitting an application to the Fund, applicants are deemed to have accepted these terms and conditions applying to the application process and any subsequent funding which may be granted by EnergyAustralia from the Fund. For any questions regarding these Terms and Conditions contact us via email: hello@waterloowindfarm.com.au

1. Who is eligible to apply?

Applications will only be accepted from organisations, and not individuals. Applications for funding will be considered from organisations that:

- (a) deliver social or environmental projects or services to residents in the communities in which EnergyAustralia operates;
- (b) pursue objectives of significant and demonstrable benefit to the local or regional community; and
- (c) best address the selection criteria outlined in the Application Form.

2. How and when to apply

(a) Applications must:

- (i) be made using the relevant Application Form;
- (ii) be made directly by the organisation (applications on behalf of individuals or third parties will not be accepted);
- (iii) identify specific objectives or problems and present respective plans and solutions;
- (iv) show that the project is planned around an achievable timetable and budget;
- (v) be able to demonstrate that the project is directed at solving problems in a sustainable way rather than providing short-term relief from symptoms or long-term dependency; and
- (vi) build in reporting and evaluation of the project.

(b) Only one application may be submitted for each organisation for each round of funds.

(c) Application opening and closing dates for 2017 are listed in the Application Form (**Application Period**).

(d) Applicants are advised not to include original documents, videos, audiocassettes or models with their application. Where relevant, however, annual reports or other publicity material may be included with the application. EnergyAustralia will not be responsible for loss or damage to any documents, information or items which are included in or as part of an application.

(e) Applications must be received within the Application Period and must be either emailed or posted. Posted applications must have a date-stamp on or before the closing date of the relevant Application Period. Applications postmarked or emailed after the closing date will not be accepted.

3. Assessment of your application

The procedure for assessing applications is intended to operate as follows:

(a) Formal assessment procedure begins based on funding and eligibility criteria and terms and conditions. This will include establishing that the application:

- (i) meets the eligibility and funding criteria set out in these guidelines; and
- (ii) has been completed satisfactorily and is accompanied by the appropriate documentation.

(b) Any decision to grant or not grant funding from the Fund will be made in EnergyAustralia's sole and absolute discretion.

(c) EnergyAustralia will endeavour to notify successful applicants within eight weeks of the applications closing date. Successful applicants will be notified by mail or email. EnergyAustralia may extend the period for considering applications and notifying applicants at its sole discretion and without notifying applicants.

(d) EnergyAustralia will send successful applicants an offer for funding from the Fund (**Letter of Offer**). Successful applicants may also be required to enter into a separate funding agreement with EnergyAustralia, which will set out additional requirements, obligations and terms and conditions in relation to the funding granted.

(e) Funding will be distributed to successful applicants in accordance with the relevant Letter of Offer (if accepted by the applicant). EnergyAustralia will not be required, and does not intend to provide reasons for any decisions made in relation to any refusal to make a grant or any amount that is determined to be granted

EnergyAustralia reserves the right, in its sole and absolute discretion, to modify the processes outlined in this section or to follow a different assessment process.

4. Provision and usage of funds

(a) EnergyAustralia will provide the successful applicant(s) (**Recipient**) with funding from the Fund either in a one off payment or ongoing payments (subject to any milestones determined by EnergyAustralia being satisfied) for the amount determined by EnergyAustralia in its sole and absolute discretion. The Recipient must sign and return the Letter of Offer for funding from EnergyAustralia, and any separate funding agreement (if required by EnergyAustralia), before any funds are distributed.

(b) The funding amount must only be used and applied solely for the purpose of the project stated in the application and Letter of Offer from EnergyAustralia.

(c) The Recipient must keep accurate and complete written records (including financial records) relating to the expenditure of the funding granted on the project (**Project Records**). Recipients may be asked to also provide written reports on the progress and results of the funded project, including details of funding expenditure. All Project Records must be made available to EnergyAustralia or its authorised representative at all reasonable times for inspection, audit or reproduction for a period of at least seven years from the date of the grant of funding.

(d) Recipients who receive two or more consecutive years of funding are required to supply a report annually in the form required by EnergyAustralia. Continued funding will depend on the progress of the funded projects and the achievement of stated objectives.

(e) Expenditure of the funds granted must be completed within six months of the grant, unless otherwise arranged with and approved by EnergyAustralia. The Recipient must repay to EnergyAustralia any amounts which are not expended within this time, unless otherwise arranged with and approved by EnergyAustralia.

(f) The Recipient must complete and provide to EnergyAustralia a detailed summary of the outcomes of the project (**Acquittal Form**). The Acquittal Form must be provided to EnergyAustralia within four weeks of the end date of the project or seven months of receiving the grant, whichever is earlier. Failure to supply the Acquittal Form will automatically disqualify the Recipient from applying for funding in future Application Periods.

(g) If the Recipient is registered for GST, the amount of awarded funding will include the GST amount, subject to a tax invoice being provided to EnergyAustralia.

5. Withdrawal or repayment of funds

(a) EnergyAustralia reserves the right to withdraw funding, in its sole and absolute discretion, if funding criteria are not met by the Recipient.

(b) If the Recipient is in breach of these Terms and Conditions, or it is subsequently determined that the Recipient was not eligible for the Funds, the Recipient must repay to EnergyAustralia any Funds the Recipient had received.

(c) If, at any time, the stated purpose of the project is no longer possible or cannot be completed in the manner described in the application and proposal submitted to EnergyAustralia, the Recipient must advise EnergyAustralia and the Recipient must return any remaining unspent amount of the funding provided to EnergyAustralia within two weeks of

this becoming apparent. However, EnergyAustralia may (in its sole and absolute discretion) agree to a variation to the purpose and project provided that the variation of the project still meets the initial funding criteria.

(d) EnergyAustralia will not be responsible for any additional project costs, nor obliged to pay any monies additional to the amount granted from the Fund.

6. Promotion of Recipient and EnergyAustralia

(a) EnergyAustralia's financial assistance to the Recipient's activity/project must be acknowledged, regardless of the amount of funding. The Recipient must display the EnergyAustralia logo, or state in writing that EnergyAustralia has funded the project. EnergyAustralia may not be referred to for any purposes outside of the project. Acknowledgement guidelines and logos will be supplied by EnergyAustralia.

(b) All advertising, signage, media releases and other promotional material that contains the EnergyAustralia logo must be submitted to and approved by EnergyAustralia prior to its production and release. The Recipient must compensate EnergyAustralia for any loss or damage suffered by EnergyAustralia as a result of any unauthorised use by the Recipient of EnergyAustralia's intellectual property (including its logo).

(c) EnergyAustralia may promote the Fund and any organisation that is awarded funds. Successful applicants agree to be included in various promotional, media, communication and marketing material and will cooperate with EnergyAustralia in promoting the Fund.

7. General Conditions

(a) The Recipient must keep and maintain adequate insurance (including public liability insurance) for the activities carried out by the Recipient in relation to the project the subject of the funding, against any claims for loss or damage to property and injury or death to persons.

(b) To the extent permitted by law, EnergyAustralia and its directors, officers, employees, and agents, will not be liable for any loss, damage, or personal injury suffered or sustained in connection with an organisation's application or expenditure of Funds.

(c) Applications must not infringe the intellectual property rights of any person or entity and the organisation indemnifies EnergyAustralia against any claim made against EnergyAustralia alleging that EnergyAustralia's use of information provided by the organisation infringed the intellectual property rights of any person or entity.