



Department of  
**Local Government, Sport  
and Cultural Industries**

Grant No. GR-04-00000431  
Enquiries Krissie Dickman  
Phone 08 9195 5750  
Email Krissie.dickman@dlgsc.wa.gov.au

Mr Ian Woods  
President  
Ord River Sports Club Inc  
34 Chestnut Ave  
KUNUNURRA WA 6743

Dear Mr Woods

**Community Sporting and Recreation Facilities Fund (CSRFF)**  
**Grant Reference: GR-04-00000431**

The Minister for Sport and Recreation, the Hon Mick Murray, MLA, approved a grant of up to \$81,242 to the Ord River Sports Club Inc to be claimed in the 2020/21 financial year. The grant is to assist with the replacement of the Ord River Sports Club roof in the Shire of Wyndham East Kimberley.

Attached is a Grant Agreement which must be completed and returned to this office as soon as possible. In the Grant Agreement, you are required to indicate the month and year in which you expect to submit your claims for payment, reflecting the financial years in which funding is approved. Please give careful consideration to these dates as the Department of Local Government, Sport and Cultural Industries (DLGSC) is unable to guarantee the availability of funds if a variation of these dates is required.

Grants may be claimed by completing one of the enclosed Organisation Claim forms, evidence of project expenditure and, if necessary, a Voluntary Labour / Donated Materials form, which is to be forwarded to the Shire of Wyndham East Kimberley. Claims for payment should be made in accordance with the predetermined payment schedule as nominated in your Grant Agreement.

DLGSC requires all grantees to provide regular project updates to ensure the nominated project milestones are being met.

I look forward to receiving your signed Grant Agreement, and the continuation of the partnership between DLGSC and the Ord River Sports Club Inc for the duration of this project.

Yours sincerely

**Kent Burton**  
Senior Project Manager – Community Investment

23/02/2021

246 Vincent Street  
Leederville WA 6007  
csrff@dlgsc.wa.gov.au  
08 9492 9700  
www.dlgsc.wa.gov.au



Department of  
**Local Government, Sport  
and Cultural Industries**

**STATE OF WESTERN AUSTRALIA**

**and**

**Ord River Sports Club Inc**

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**CSRFF GRANT AGREEMENT FOR**

Replacement of the Ord River Sports Club roof

GR-04-00000431

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**2020/21 FUNDING ROUND**

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**THIS AGREEMENT** dated \_\_\_\_\_ of \_\_\_\_\_ 20.....

**BETWEEN**

**The State of Western Australia** by its Department of Local Government, Sport and Cultural Industries ("**DLGSC**")

and

**Ord River Sports Club Inc** (ABN 21149188635) of  
34 Chestnut Ave  
KUNUNURRA WA 6743

("Recipient")

**RECITALS**

The Recipient is constructing the Project.

The DLGSC has agreed to partially fund a proportion of the Project subject to and conditional upon the terms and conditions contained in this Agreement.

**OPERATIVE PART**

The parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the context indicates otherwise:

**Agreement** means this agreement, as amended, varied or supplemented from time to time and including any schedules or annexures.

**Application** means the Recipient's written application relating or preparatory to either or both of the Grant and the Project, submitted prior to the relevant closing date (for funding applications), further details of which are set out in Schedule 1.

**Auditor General** means the Auditor General for the State.

**Business Day** means any day when banks are open for business in the Perth, Western Australia.

**Commencement Date** means date of this Agreement set out on page 1 and where no date is given, then the date the last party to execute the Agreement has done so.

**Commonwealth** means the Commonwealth of Australia.

**CSRFF** means the Community Sporting and Recreation Facilities Fund.

**CSRFF Policy** means the DLGSC's Community Sporting and Recreation Facilities Fund Policy, as amended from time to time.

**Estimated Project Cost** means the estimated cost of completing the Project as set out in Schedule 1 to this Agreement.

**Final Eligible Project Cost** means the true proven cost of completing the Project at the earlier of either the practical completion of the Project or the final acquittal of the Grant.

**Grant** means all monies being provided to the recipient for the Project as described in Schedule 1 to this Agreement.

**Grant Acknowledgement Requirements** means those requirements set out in Schedule 2 to this Agreement.

**Grant End Date** means the date set out as such in Schedule 1 or such other date as is approved in writing by DLGSC on the request of the Recipient, which approval may be withheld at DLGSC's absolute discretion.

**GST** has the same meaning as it has in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations;

**Insolvency Event** means the happening of any of the following events in relation to the Recipient:

- (a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
- (b) a meeting is convened to place it in voluntary liquidation or to appoint an official manager or an administrator or a controller of any of its assets;
- (c) the appointment of a liquidator, provisional liquidator, official manager or administrator, receiver or receiver and manager of any of its assets, or a controller of any of its assets;
- (d) it is wound up or dissolved;
- (e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;
- (f) it is, or is to be regarded as being under and law including section 460(2) or section 585 of the Corporations Act, insolvent or unable to pay its debts; or
- (g) (insolvency – person) it becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth).
- (h) (insolvency – corporation) a corporation is unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable legislation (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute);
- (i) (analogous matters) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Laws** means all applicable present and future laws including:

- (a) all acts, ordinances, regulations, by-laws, orders, awards and proclamations of the State or the Commonwealth;
- (b) Authorisations;
- (c) principles of law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the Australian Securities Exchange listing rules, whether or not existing at the Commencement Date.

**Milestones** means the milestones described in Item 7 of Schedule 1.

**Notice** includes a direction, request, consent, notification or other communication.

**Obligation** means an obligation under this Agreement including a condition to do or not to do something, an undertaking or warranty.

**Party** means DLGSC or the Recipient and **Parties** means both of them.

**Project** means the project as described in Item 2 of Schedule 1.

**Records** means the written records referred to in clause 3.3.

**Reports** means the written reports referred to in clause 3.3 (d).

**Right** means a right, power or remedy.

**Schedule** means any schedule to, and forming part of, this Agreement.

**Special Conditions** means those conditions expressed in Item 9 of Schedule 1.

**State** means The State of Western Australia.

**Stipulated Percentage** means the percentage described as such in Item 8 of Schedule 1.

**Term** means the term of this Agreement as described as such in Item 6 of Schedule 1.

**Total Grant** is the value described as such in Item 3.1 of Schedule 1.

## 1.2 Interpretation

In the Agreement, unless the contrary intention appears:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other genders;
- (d) references to persons include body corporates;
- (e) references to a person include the legal personal representatives, successors and assigns of that person;
- (f) a reference to a statute, regulation, proclamation, ordinance or by-law includes every statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance or by-law issued under that statute;
- (g) a reference to a document includes an agreement in writing, or a certificate, Notice, instrument or other document of any kind and includes every permitted amendment, variation or supplement to, or replacement or novation of, that document;
- (h) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day.
- (i) an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (j) an obligation, on the part of 2 or more persons binds them jointly and severally;
- (k) each obligation of one party to the other of them has effect as a covenant;
- (l) where the words "including" or "includes" are used, they are to be taken to be followed by the words "but not limited to";
- (m) in the interpretation of the Agreement, no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of the Agreement or of a part of the Agreement;
- (n) a reference in the Agreement to a sub-clause, paragraph or subparagraph is a reference to a sub-clause, paragraph or subparagraph of the clause or definition in which the reference occurs.
- (p) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (q) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (r) references to time are local time in Perth, Western Australia;

(s) where time is to be reckoned from a day or event, that day or the day of that event is to be included.

(t) references to currency are to the lawful currency of Australia.

### **1.3 Inconsistencies**

Where the provisions contained in a Schedule are inconsistent with the rest of the Agreement, the provisions of the Schedule shall prevail to the extent of that inconsistency.

## **2. SCOPE OF THIS AGREEMENT**

### **2.1 The Project**

The Recipient acknowledges and agrees that it must:

(a) acquit and carry out all aspects of the Project in a competent, diligent, satisfactory and professional manner, and to a high standard;

(b) comply with this Agreement;

(c) complete the Project in accordance with this Agreement, the CSRFF Guidelines and the Application. Should a conflict arise between this Agreement and the CSRFF Guidelines or Application, the Parties agree that this Agreement shall prevail to the extent of such inconsistency.

### **2.2 Pay the Grant**

Subject to the Recipient meeting its obligations under this Agreement and upon receipt of a claim from the Recipient, the DLGSC shall pay to the Recipient the Grant in the manner at the times specified in this Agreement. The Recipient may not make a claim for entitlement of payment of the Grant after the Grant End Date.

## **3. OBLIGATIONS OF THE RECIPIENT**

### **3.1 Use of Grant**

The Recipient acknowledges and agrees that:

(a) it shall only use the Grant for the performance of its obligations under subclause 2.1, and for no other purpose.

(b) Notwithstanding subclause (a), it must not use the Grant for any purpose listed in Schedule 3 or for anything associated or incidental to those listed purposes.

(c) it shall use the Grant in a commercially prudent, responsible and sensible manner, and not wastefully.

(d) Notwithstanding clause 2.2, the amount of the Grant shall not exceed the lesser of either:

(i) the Total Grant; or

(ii) the Stipulated Percentage of the Final Eligible Project Cost.



### **3.2 Project**

- (a) In relation to the Project, before calling for tenders, expressions of interest or the like, and before signing any building contracts, the Recipient must submit to DLGSC for approval final (at that stage) plans and specifications, along with any other information DLGSC may request.
- (b) The Recipient shall not commence any construction works before receiving DLGSC's written approval under subclause (a).
- (c) If, after any approval given by DLGSC under subclause (a) is given, the plans or specifications have materially changed or are likely to change, the Recipient must submit the changed plans or specifications (as the case may be) to DLGSC for its approval and the Recipient must not effect any of those changes before receiving such approval from DLGSC, whose consent may be withheld at its absolute discretion.
- (d) The Recipient shall comply with all Laws and applicable building or construction codes (howsoever described) in relation to its carrying out of the Project.
- (e) If, in carrying out the Project, the Recipient uses volunteer labour:
  - (i) it may only do so up to a value not exceeding the lesser amount of one-third of the Estimated Project Cost or \$50,000 or the amount specified in the project budget of the Application
  - (ii) unskilled labour shall be valued (for the purpose of the Grant) at \$25 per hour;
  - (iii) skilled (but not professional) labour shall be valued (for the purpose of the Grant) at \$40 per hour; and
  - (iv) professional labour shall be valued (for the purpose of the Grant) at \$60 per hour.
- (f) The Recipient agrees to achieve the Milestones by the times and in accordance with any other stipulations set out in Schedule 1.
- (g) The Project, as constructed, must be of a good quality to industry standards and fit for purpose.

### **3.3 Records and Reporting**

- (a) The Recipient acknowledges and agrees that it must keep complete, up-to-date, accurate and detailed written records of:
  - (i) income or funds for or on account of the Project (including the source/s) of such income or funds;
  - (ii) expenditure or other financial commitment in respect to the Project on an individual supply and supplier basis;
  - (iii) labour used (including volunteer labour categorised on an unskilled, skilled and professional basis) on the Project, including payment thereof;
  - (iv) the procurement of goods and services;

- (v) challenges, set-backs and actual or proposed solutions, associated with the Project;
  - (vi) proposed, actual, and achieved time-frames associated with the Project; and
  - (vii) actual or likely problems or difficulties with staff or contractors working on the Project (including any actual or proposed solutions).
- (b) At any time and from time-to-time, DLGSC may inspect and make and take copies of the Records.
- (c) If DLGSC requires the Recipient to provide DLGSC with information or documentation relating to any aspect of the Project (including the cost thereof), the Grant or this Agreement, the Recipient must:
- (i) promptly and properly comply with such requirement; and
  - (ii) ensure that all information and documentation so provided is accurate, complete, sufficiently detailed, up-to-date and neither misleading nor deceptive.
- (d) Reporting
- The Recipient must every ninety (90) Business Days (or at shorter intervals, if requested by DLGSC) provide DLGSC with a detailed written report properly and comprehensively addressing all the matters set out in clause 6.1(a) to (f) inclusive.
- (e) Clauses 3.3(a) and (d) shall survive the expiry or earlier termination of this Agreement by three (3) years.

### **3.4 General Undertakings of the Recipient**

The Recipient must:

- (a) at all times duly perform and observe its obligations under or arising out of this Agreement and must promptly inform the DLGSC of any occurrence that might adversely affect its ability to do so in a material way;
- (b) undertake its obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (d) comply with all State and Commonwealth laws; and
- (e) cooperate fully with the DLGSC in the administration of this Agreement.

### **3.5 Negation of Employment, Partnership and Agency**

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or

the DLGSC or as otherwise able to bind or represent the State or DLGSC.

- (b) The Recipient is not by virtue of this Agreement, and is not deemed to be, an employee, partner, or agent of the State or the DLGSC, or have any power or authority to bind or represent the State or DLGSC.

### 3.6 Procurement of Goods and Services

Unless otherwise agreed in writing by the Department, if procuring any goods and services in connection with the Project using the Funding the Recipient:

- (a) must ensure that all contracts having a value:
  - (i) up to \$50,000.00 must have been awarded on the basis that the Recipient obtained at least three (3) verbal quotes;
  - (ii) over \$50,000.00 up to \$250,000 must have been awarded on the basis that the Recipient obtained at least three (3) written quotes; and
  - (iii) over \$250,000.00 must have been awarded after a public tendering process,and the Recipient must not "contract split" to avoid the intent of this clause; and
- (b) must comply as far as reasonably practicable with the Western Australian Government's Aboriginal Procurement and Buy Local policies.

### 3.7 Repayment and Retention of Grant

- (a) At the completion of the Project or the conclusion or earlier termination of this Agreement (whichever occurs first), the Recipient must remit to the DLGSC within twenty (20) Business Days of Notice from DLGSC, any portion of the Grant which the DLGSC has paid to the Recipient and that has not been used or committed by the Recipient in accordance with this Agreement ("**Unexpended Grant**").
- (b) The amount of the Unexpended Grant in subclause (a) shall be calculated using the following formula:

**Unexpended Grant = (Grant Paid) - (Stipulated Percentage of the Final Eligible Project Cost)**

"**Grant Paid**" = proportion of the Grant listed in Item 3.1 of the Schedule 1 paid as at the date of completion of the Project or earlier termination.

**4. FREEDOM OF INFORMATION AND *FINANCIAL MANAGEMENT ACT* 2006**

- (a) The Recipient acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the DLGSC may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient in accordance with that Act.
- (b) The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* (WA) are not limited or affected by this Agreement.
- (c) The Recipient acknowledges and agree that it must allow the Auditor General, or an authorised representative, to have access to and examine the Recipient's records including information concerning the Agreement.

**5. NO LIABILITY OF STATE**

Neither the State, the DLGSC nor any agent, agency, instrumentality or emanation of the State shall be:

- (a) liable, in negligence or howsoever, for the success or otherwise of the Project; or
- (b) responsible for any losses or financial shortfalls encountered by the Recipient in connection with the Project or this Agreement.

**6. ACKNOWLEDGMENT OF STATE**

The Recipient must comply with the Grant Acknowledgement Requirements for this Project for the term of this Agreement.

**7. DEFAULT**

**7.1 Event of Default**

- (a) The Parties agree that an Event of Default occurs if:
  - (i) progress of the Project is not, in the reasonable opinion of DLGSC, satisfactory; or
  - (ii) the Recipient breaches an obligation of which breach cannot be remedied; or
  - (iii) the Recipient breaches any obligation and that breach is not remedied within ten (10) Business Days after receiving Notice from the DLGSC requiring that the breach to be remedied; or
  - (iv) in the reasonable opinion of the State or DLGSC the reputation of the State is, or is likely to be, damaged by any act or omission of, or any conduct by, the Recipient; or
  - (v) the Recipient commits three (3) or more breaches of this Agreement in any given 180 day period; or

- (vi) this Agreement or any part of it is for whatever reason is void or invalid; or
  - (vii) this Agreement provides for or contemplates the Parties reaching further agreement on something and they fail to do so within a reasonable time.
- (b) Upon the happening of an Event of Default by the Recipient, the DLGSC may terminate this Agreement immediately by Notice.
  - (c) Whilst the Organisation is in breach of an obligation by the Recipient, the State may suspend the performance of its obligations under the Agreement.

## 7.2 Consequences of Event of Default

If an Event of Default occurs or the DLGSC is entitled to terminate this Agreement for any other reason in accordance with this Agreement:

- (a) the Recipient must immediately take all action necessary to cease further expenditure of the Grant;
- (b) upon demand by the DLGSC, the Recipient must repay to the State the Grant less costs in respect of approved purposes under clause 3.1(a):
  - (i) already properly incurred by the Recipient; and
  - (ii) not yet paid by the Recipient but which are due and payable,

provided that in respect of such costs, the Recipient has provided the DLGSC within five (5) Business Days after demand from DLGSC:

- (A) documentary evidence that such costs were properly incurred in accordance with this Agreement; and
- (B) in respect of costs referred to in clause 7.2(b)(i), documentary evidence that the Recipient has paid such costs.

Despite subclause (b), if an Event of Default involves expenditure of the Grant which is contrary to this Agreement, then upon demand by the DLGSC, the Recipient must immediately repay to the DLGSC all amounts of the Grant improperly spent or committed.

## 8. PAYMENT OBLIGATIONS – GOODS AND SERVICES TAX (GST)

Words italicised in this clause have the same meaning as those words in the GST Act. In compliance with the Australian Taxation Office, the State (*Recipient*) and the Recipient (*Supplier*) agree that:

- (a) The Grant referred to in this Agreement is exclusive of GST.
- (b) If the Recipient is registered for GST, the Grant will be 'grossed up' by 10% of the grant amount. DLGSC will issue the Recipient with a *Recipient Created Tax Invoice* with the payment.

- (c) If the Recipient is not registered for GST and does have an *Australian Business Number* (ABN), then a payment will be processed in accordance with this Agreement.
- (d) If the Recipient is not registered for GST and does not have an ABN, the Organisation must investigate their eligibility to use a statement by supplier form\* with the Australian Taxation Office. If the Organisation is eligible to use this form, then a form must be provided together with an invoice when claiming the grant payment.  
\*(<http://www.taxreform.ato.gov.au/>)
- (e) With regard to *Recipient Created Tax Invoices*, the Parties agree that:
  - (i) The *Recipient* can issue tax invoices in respect of the *supplies*;
  - (ii) The *Supplier* will not issue tax invoices in respect of the *supplies*;
  - (iii) The *Supplier* acknowledges that it is registered for *GST* when it lodges this application and that it will notify the recipient if it ceases to be registered;
  - (iv) The *Recipient* acknowledges that it is registered when it lodges this application and that it will notify the recipient if it ceases to be registered for the *GST* or if it ceases to satisfy any of the requirements of the Commissioner's determination of the classes of invoices that *Recipients* may issue; and
  - (v) The *Recipient* must not issue a document that would otherwise be a *Recipient Created Tax Invoice*, on or after that date when the *Recipient* or the *Supplier* has failed to comply with any of the requirements of the Commissioner's determination of the classes of invoices that *Recipients* may issue.

## 9. RELATIONSHIP

The Parties acknowledge and agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

## 10. NOTICES

### 10.1 Notices

A Notice that may or must be given in connection with this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of either Party; and
- (c) must be:
  - (i) sent by prepaid ordinary post to, or left at the address of, the addressee at the address set out in clause 10.4;

- (ii) sent by facsimile to the facsimile number of the addressee set out in clause 10.4; or
- (iii) sent by email to the email address set out in clause 10.4.

## **10.2 Notices**

A Notice takes effect from the time it is received, unless a later time is specified in the Notice. For the purposes of this clause 10, a letter or facsimile is taken to be received:

- (a) in the case of a letter sent by post, on the third Business Day after posting;
- (b) in the case of a facsimile, on production of a transmission report from the facsimile machine from which the Notice or communication was sent which shows that the entire facsimile was sent to the facsimile number of the addressee set out in clause 10.4; and
- (c) in the case of email, at the time of transmission.

## **10.3 Receipt of Notices**

A Notice which is received after 5.00pm on a day is taken to be received on the next Business Day after that day.

## **10.4 Address for Service**

The Parties' addresses for service are as follows:

- (a) **DLGSC:**  
Department of Local Government, Sport and Cultural Industries  
246 Vincent Street LEEDERVILLE WA 6007  
PO Box 8349, Perth Business Centre, WA 6849  
[csrff@dlgsc.wa.gov.au](mailto:csrff@dlgsc.wa.gov.au)
- (b) **Recipient:**  
Ord River Sports Club Inc  
34 Chestnut Ave  
KUNUNURRA WA 6743

## **11. WAIVER**

- (a) No Right under this Agreement shall be deemed to be waived except by Notice signed by each Party.
- (b) A waiver by either Party pursuant to this clause 11 will not prejudice that Party's Rights in respect of any subsequent breach of this Agreement by the other Party.
- (c) Any failure by either Party to enforce any Rights under this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party will not be construed as a waiver of Rights under this Agreement.

## **12. PARTIES' RIGHTS**

A Party may exercise a Right at its discretion, and separately or concurrently with another Right. A single or partial exercise of a right by a Party does not

prevent a further exercise of that or an exercise of any other Right. Failure by a Party to exercise or delay in exercising a Right does not prevent its exercise.

**13. REMEDIES**

The Rights provided in this Agreement are cumulative with and not exclusive of the Rights provided by law or available in equity independently of this Agreement.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the full and complete understanding between the Parties in relation to its subject matter and supersedes all prior negotiations, understandings and agreements with respect thereto.

**15. SUPERVENING LEGISLATION**

Any present or future legislation which operates to vary an obligation or Right of a Party or any person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective at law.

**16. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the laws in force in Western Australia. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals therefrom in relation to any legal action, suit or proceeding arising out of or with respect to this Agreement.



## **SCHEDULE 1**

### **1. Name and address of Organisation:**

Ord River Sports Club Inc (ABN 21149188635) of  
34 Chestnut Ave  
KUNUNURRA WA 6743

### **2. Description of Project:**

Replacement of the Ord River Sports Club roof

### **3. Grant and method of payment:**

#### **3.1 Total Grant**

Subject to clause 3.1(d) of the Agreement, the Total Grant value is: \$81,242 to be paid in the 2020/21 financial year.

#### **3.2 Payment of Grant**

Full payment will be made upon evidence of project commencement (e.g. construction contract signed, deposit paid etc).

At the completion of the Project and prior to the Grant End Date, a completed, signed claim form (attached) must be provided with evidence satisfactory to DLGSC that eligible Project expenditure in accordance with this Agreement has reached 100% of the Final Eligible Project Cost and evidence satisfactory to DLGSC the Project has been completed.

### **4. Grant End Date:**

15 June 2021

### **5. Estimated Project Cost:**

\$164,765

### **6. Term**

The Term of the Agreement is five (5) years from the Commencement Date.

## 7. Milestones and dates for achievement:

| Task  | Date |
|---|------|
| Attainment of Council approvals                           |      |
| Preparation of tender/quotes for the major works contract |      |
| Issuing of tender for major works                         |      |
| Signing of major works contract (Full Claim)              |      |
| Site works commence                                       |      |
| Construction of Project starts                            |      |
| Project 50 per cent complete                              |      |
| Project completed in accordance with this Agreement       |      |

## 8. Stipulated Percentage:

50 per cent (%)

## 9. Special Conditions:

- The Project must be completed in accordance with the Application unless otherwise expressly stated in this Agreement.
- A written Project update must be provided to DLGSC upon request, including updated Project milestones and expected completion dates.
- Volunteer Labour and Donated Materials may not be claimed in excess of the amounts listed in the application unless expressly approved by DLGSC prior to works being undertaken.
- Should any State or Federal Government funding (including Lotterywest) be secured by the Recipient for the purposes of the Project other than that listed in the Application, it must be disclosed to the Department within ten (10) business days.
- The Recipient must create an Asset Replacement Fund for the replacement/s of the Project by 15 June in the year in which the grant is offered.

## **SCHEDULE 2**

### **Grant Acknowledgment Requirements**

The State Government, through the Department of Local Government, Sport and Cultural Industries' (DLGSC) Community Sporting and Recreation Facilities Fund (CSRFF), provides significant grant funding for sport and recreation facilities in Western Australia.

In receipt of grant funding, sport and recreation organisations must acknowledge the contribution made by DLGSC in appropriate ways.

There are a number of ways funding can be acknowledged. These include but are not limited to:

#### **During Construction Signage**

There is no requirement to erect signage acknowledging the State's Contribution. However, any signage erected promoting the project or informing the public must include the State's logo (available from the DLGSC website) and acknowledge the contribution by the State. Signage should be sent to DLGSC for approval prior to erection.

#### **Signage After Project Completion**

The State may choose to provide signage for erection upon project completion. If so, this should be displayed in a prominent place for at least three years from erection. Should the organization choose to erect their own signage or plaque, it must display the State's logo and be approved by DLGSC prior to erection.

#### **Assistance to DLGSC**

The Organisation must provide reasonable assistance to the State to enable the State to conduct any research, evaluation, or promotion of or in relation to the Project.

#### **Official Openings**

The Minister for Sport and Recreation and a representative from DLGSC must be invited to any official openings or media opportunities regarding the Project. The Minister must be provided the opportunity to make a speech (if appropriate) and take part in any official procedures.

#### **Verbal Acknowledgement**

The State Government will be acknowledged as a major supporter of the project in speeches, interviews and public announcements. The suggested wording for this acknowledgement is:

The State Government, through the Department of Local Government, Sport and Cultural Industries, is a major supporter of community sport and recreation facilities in Western Australia. Sport and recreation builds stronger, healthier, happier and safer communities. When we play sport our whole community wins.

## Written Acknowledgement

The State Government will be acknowledged in all public material of the project. The suggested wording for this acknowledgement is:

The State Government, through the Department of Local Government, Sport and Cultural Industries, is a major supporter of community sport and recreation facilities in Western Australia. Sport and recreation builds stronger, healthier, happier and safer communities. When we play sport our whole community wins.

## Logo

The DLGSC logo must be included on all print material as agreed with DLGSC, including but not limited to:

- Facility opening and events
- Promotional material
- Brochures/flyers/posters
- Certificates/awards
- Newsletters
- Website

The DLGSC logo can be obtained from the DLGSC [website](#)

Note: The size and positioning of the DLGSC logo on all print material must reflect DLGSC as a major supporter.

## Media

Any media releases will acknowledge DLGSC as a major supporter as per written acknowledgement above.

The funded organisation will endeavour to gain pictorial, written and/or verbal acknowledgement for DLGSC in all print and electronic media opportunities.

## Social Media

Any Social media regarding the project should include the following recognition of DLGSC:

- tagging DLGSC's account on the appropriate platform:
  - Facebook: **@DeptLGSC**
  - Twitter: **@DeptLGSC**
  - Instagram: **@DeptLGSC**

## Other

Other opportunities for DLGSC acknowledgement agreed between DLGSC and the funded organisation.

### **SCHEDULE 3**

The Grant may not be used for:

- A Project that commenced prior to the Minister for Sport and Recreation announcing the Grant.
- Development of privately owned facilities.
- Arts, music, craft and non-physical recreation facilities.
- Facilities considered to be a full State government responsibility proposed by either government departments, schools or parents and citizen associations, unless there is demonstrated community sporting and recreation need/benefit commensurate with the funding request.
- Recurring maintenance or operating costs of existing facilities.
- Purchase of land, landscaping, carparks and access roads.
- Stand alone playgrounds.
- Bikeways or pathways acting as transport routes.
- Non land-based facilities, e.g. boat launching ramps, ocean pools and marinas.
- Non-fixed equipment.
- Fixed sports specific equipment (e.g. electronic targets).
- Facilities or fixtures for the express purpose of serving alcohol.
- Projects that do not meet the relevant Australian Standards.
- Projects that have already received a CSRFF grant and are seeking an additional grant to meet cost increases.
- Projects that have State government funding in excess of 66.66% of the Estimated Project Cost.
- Local government overheads, project administration and project management (unless expressly approved in Schedule 1 of this Agreement)

**EXECUTED** as an agreement

Approved for and on behalf of the )  
**State of Western Australia** by )  
**Duncan Ord Director General** )  
Department of Local Government, )  
Sport and Cultural Industries )



Signed for and on behalf of the )  
**Ord River Sports Club Inc** by )  
[ ], )  
in the presence of : )

)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Witness Sign)

\_\_\_\_\_  
(Witness Position)



## Community Sporting and Recreation Facilities Fund (CSRFF) Grantee Claim Form (Organisation)

|                 |                           |                |  |
|-----------------|---------------------------|----------------|--|
| Grant No        | GR-04-00000431            |                |  |
| Organisation    | Ord River Sports Club Inc |                |  |
| ABN             | 21149188635               |                |  |
| Project         | Roof replacement          |                |  |
| Grant offered   | \$81,242                  |                |  |
| Year of funding | 2020/21                   | GST registered | Yes <input type="checkbox"/> No <input type="checkbox"/> |

|  |           |
|--|-----------|
| Project construction completed to date                       | %         |
| CSRFF grant claimed to date (ex GST)                         |           |
| Estimated total project cost at time of application (ex GST) | \$164,765 |
| 1. Total project expenditure – To date (ex GST)              | \$        |
| 2. Total in-kind - to date                                   | \$        |
| 3. Total project cost – to date (1+2 - ex GST)               | \$        |
| <b>Amount to be claimed</b>                                  | <b>\$</b> |

**I certify that:**

|    |   |
|----|---|
| 1. | This is a true and accurate representation of the financial expenditure in relation to the project. |
| 2. | State Government funding does not exceed two thirds of the total eligible project cost.             |
| 3. | This project is/was completed in accordance with the grant agreement.                               |
| 4. | The State Government will be recognised as per the agreement for the contribution to this project.  |
| 5. | I understand that this claim may be subject of a random audit.                                      |

|                            |  |           |  |
|----------------------------|--|-----------|--|
| Name of authorised officer |  | Signature |  |
| Position                   |  | Date      |  |

**Please complete the Itemised Statement of Expenditure and Schedule of Voluntary Labour and/or Donated Materials (if applicable), have it signed by an authorised officer and attach documentation showing proof of payment. When completed, please forward this form to your LGA for endorsement.**

### To be completed by the local government authority

I confirm to the best of my knowledge that the above project has been undertaken and that it conforms to all building codes, industry standards, government regulations and local by-laws.

|                            |  |           |  |
|----------------------------|--|-----------|--|
| Name of authorised officer |  | Signature |  |
| Position                   |  | Date      |  |



## Community Sporting and Recreation Facilities Fund (CSRFF)

### Statement of Expenditure

|              |                           |
|--------------|---------------------------|
| Grant No     | GR-04-00000431            |
| Organisation | Ord River Sports Club Inc |

**To be completed by the grantee**

(if insufficient space, please add attachments using the same format)

| Date         | Bank ref | Payee | Purpose | Amount ex GST | GST paid |
|--------------|----------|-------|---------|---------------|----------|
|              |          |       |         |               |          |
|              |          |       |         |               |          |
|              |          |       |         |               |          |
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|              |          |       |         |               |          |
|              |          |       |         |               |          |
| <b>Total</b> |          |       |         |               |          |

I have examined all the transactions, applicable to this project, and verify the details are correct.

|                            |  |           |  |
|----------------------------|--|-----------|--|
| Name of authorised officer |  | Signature |  |
| Position                   |  | Date      |  |





## Community Sporting and Recreation Facilities Fund (CSRFF)

### Schedule of Donated Materials

|              |                           |
|--------------|---------------------------|
| Grant No     | GR-04-00000431            |
| Organisation | Ord River Sports Club Inc |

**To be completed by the grantee**

(if insufficient space, please add attachments using the same format)

| Date | Supplier | Description | Retail cost  | Cash paid to supplier | Total donations claimed |
|------|----------|-------------|--------------|-----------------------|-------------------------|
|      |          |             |              |                       |                         |
|      |          |             |              |                       |                         |
|      |          |             |              |                       |                         |
|      |          |             |              |                       |                         |
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|      |          |             |              |                       |                         |
|      |          |             |              |                       |                         |
|      |          |             |              |                       |                         |
|      |          |             | <b>Total</b> | \$                    |                         |

I certify the above donated materials were supplied as noted to a total value of \$.....

|                            |  |           |  |
|----------------------------|--|-----------|--|
| Name of authorised officer |  | Signature |  |
| Position                   |  | Date      |  |

**To be completed by the local government authority (if applicable)**

I certify the above donated materials were supplied and reflect the nature of the work / tasks undertaken.

|                            |  |           |  |
|----------------------------|--|-----------|--|
| Name of authorised officer |  | Signature |  |
| Position                   |  | Date      |  |



## Community Sporting and Recreation Facilities Fund (CSRFF)

### Schedule of Voluntary Labour

|              |                           |
|--------------|---------------------------|
| Grant No     | GR-04-00000431            |
| Organisation | Ord River Sports Club Inc |

#### To be completed by the grantee

Volunteer labour rates are calculated as follows:

- \$25 per hour for unskilled labour
- \$40 per hour for skilled labour
- \$60 per hour for professional labour

| Date | Name of Volunteer | Purpose | Rate         | Hours | Total |
|------|-------------------|---------|--------------|-------|-------|
|      |                   |         |              |       |       |
|      |                   |         |              |       |       |
|      |                   |         |              |       |       |
|      |                   |         |              |       |       |
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|      |                   |         |              |       |       |
|      |                   |         |              |       |       |
|      |                   |         |              |       |       |
|      |                   |         | <b>Total</b> | \$    |       |

I certify the above voluntary labour was worked by volunteers at the rates and hours as indicated above to a total value of \$.....

|                            |  |           |  |
|----------------------------|--|-----------|--|
| Name of authorised officer |  | Signature |  |
| Position                   |  | Date      |  |

#### To be completed by the local government authority (if applicable)

I certify the above donated materials were supplied and reflect the nature of the work / tasks undertaken.

|                            |  |           |  |
|----------------------------|--|-----------|--|
| Name of authorised officer |  | Signature |  |
| Position                   |  | Date      |  |