







Grant Deed

Details

Parties	Grantor, Recipient	
Grantor	Name	The Crown in Right of Tasmania represented by the Department of Infrastructure, Energy and Resources (" Grantor ")
	Address	10 Murray Street, Hobart, Tasmania
	Telephone	03 6233 5220
	Fax	03 6233 6006
	Attention	Penny Nicholls
Recipient	Name	("Recipient")
	Incorporated in	
	ACN/ABN	
	Address	
	Telephone	
	Fax	
Attention		
Recitals	A	The Recipient has applied for a grant under the Learner Driver Mentor Program Seed Funding 2010, ("the Program").
	B	The Grantor has agreed to provide the Grant to the Recipient.
	C	The Recipient will accept the Grant upon the terms of this Deed.
Date of Deed	See Signing page	

General terms

1 Definitions

“Approved Purposes” means the establishment of a new Learner Driver Mentor Program or the consolidation or expansion of an existing Learner Driver Mentor Program;

“Deed” means this deed and all its schedules, annexures, appendices and attachments;

“Department” means the Department of Infrastructure, Energy and Resources;

“Grant” means the grant made under clause 2;

“Special Conditions” means the conditions in the Schedule, which are to be construed as being part of this Deed;

“Recipient” includes successors and permitted assigns.

2 Grant

The Grantor will provide the Recipient with a grant of [REDACTED] (\$ [REDACTED]) for the Approved Purposes, subject to the terms of this Deed.

3 Conditions of Grant

The Recipient agrees:

- (a) to use the Grant only for the Approved Purposes;
- (b) to supply the Grantor with:
 - (i) a full report on the Approved Purposes, signed by the Recipient or, if the Recipient is a body corporate, then by an authorised officer;
 - (ii) financial statements duly signed by the Recipient or, if the Recipient is a body corporate, then by an authorised officer and a registered company auditor, showing how the Grant was used;
 - (iii) any other report or statement that the Grantor requires; and
 - (iv) statistical information about attendance, participants, employees and other distribution details about the Approved Purposes,

- (c) to disclose the Grant as a separate and identifiable item in the Recipient's financial statements;
- (d) to provide any information about the Approved Purposes within fourteen (14) days of the Grantor's written request;
- (e) to obtain the Grantor's prior written approval for any changes to the Approved Purposes, including material changes to the budget;
- (f) that acceptance of the Grant does not commit the Grantor to any future financial assistance to the Recipient;
- (g) to give the Auditor-General for Tasmania or his or her nominee, access to all financial statements and records about the use and expenditure of the Grant upon reasonable written notice first being given to the Recipient;
- (h) to maintain proper books and records showing the use and expenditure of the Grant; and
- (i) that the Grant is subject to the Special Conditions.

4 Warranty

If the Recipient is a body corporate, then it warrants that it is financially solvent as at the date of this Deed and is empowered to enter into this Deed.

5 Goods and Services Tax

5.1 Grant includes GST

Subject to any other provision of this Deed expressing a contrary intention, the Grant includes GST for taxable supplies provided by the Recipient to the Grantor under this Deed.

5.2 Other supplies

Subject to any other provision of this Deed expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

5.3 Tax invoice

A party making a taxable supply under this Deed must issue to the party receiving it, either:

- (a) a Tax Invoice in accordance with the GST Act; or

- (b) a document satisfying the minimum information requirements of the Australian Taxation Office to entitle the party receiving the taxable supply to claim an input tax credit, without holding a Tax Invoice;

at the time of the supply.

5.4 Interpretation of clause

Terms used in this clause 5 that are defined in the GST Act have the same meaning as in that Act. "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 including any amendments made to it and regulations made under it.

6 Inconsistency

If this Deed is inconsistent with a document incorporated as part of it, then this Deed prevails to the extent of the inconsistency.

7 Notices

7.1 How to give a notice

A notice or other communication to be given or made under this Agreement must be in writing and addressed to the receiving party at the address for that party specified in the Schedule.

7.2 How to serve a notice

A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third business day after the date of posting;
- (c) if sent by facsimile transmission (provided that the sending facsimile machine produces a print out of the time date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am. on the next business day in that place.

8 Governing law and jurisdiction

8.1 Law of Tasmania

This Deed is governed by the law of Tasmania, and the parties submit to the jurisdiction of the Courts of Tasmania.

8.2 Proceedings issued under or about this Deed

Any proceedings issued under or about this Deed, must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court, from the Tasmanian Registry of that court.

9 Counterparts

- (a) This Deed may be executed in any number of counterparts and all counterparts will be taken to constitute one agreement.
- (b) The parties agree that they may exchange faxed copies of counterparts and those faxed copies will be taken to constitute one agreement.
- (c) The parties must exchange executed originals as soon as possible afterwards.

Executed as a Deed.

Signing page

Dated:

2010

Signed Sealed and Delivered for The)
Crown in Right of Tasmania by [redacted])
being and as the Minister for [redacted] in the)
presence of:)

.....)
Signature)
.....)

Signature of witness
.....

Name of witness (block letters)
.....

Address of witness
.....

Occupation

Signed by [redacted] being and as a [redacted])
under an Instrument of Delegation dated)
[redacted] [redacted] [redacted] in the presence of:)

)

.....)
Signature

Signature of witness)

.....)

Name of witness (block letters)

.....

Address of witness

.....

Occupation

Signed for and on behalf of **The Crown in**)
Right of Tasmania by [redacted] being a duly)
authorised person in the presence of:)

)

.....)
Signature

Signature of witness)

.....)

Name of witness (block letters)

.....

Address of witness

.....

Occupation

The Common Seal of)
)
 (ACN) fixed in the presence)
 of:)

.....)

Director

.....)

Director/Secretary

The Common Seal of)
)
 (ACN) fixed in the presence)
 of:)

.....)

Sole Director/Sole Secretary

.....)

(Print full name)

Executed for and on behalf of (ACN))
)
) in accordance with section 127(1)
 of the *Corporations Act 2001* (Cwlth):)

.....)

Director

.....)
Director/Secretary

Executed for and on behalf of [redacted] (ACN [redacted]) in accordance with section 127(1) of the *Corporations Act 2001* (Cwlth):

)
) Sole Director/Sole Secretary
)
) (Print full name)

Signed by [redacted])
in the presence of:)

.....
Signature

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Occupation

Signed for and on behalf of [redacted] (a partnership) by [redacted] (Partner) who, by executing this Agreement, warrants authority to do so on behalf of all the partners, in the presence of:

)
)
)
)
)
)
)

.....
Signature of witness

.....

)
)
Signature

.....
Name of witness (block letters)

.....

Address of witness

.....

Occupation

The Common Seal of [redacted] Inc (ABN [redacted]) fixed in the presence of:

)
)
)
)
)
)

.....
Committee Member

.....
Committee Member/Public Officer

Schedule

Addresses for Delivery of Notices

The Grantor

Penny Nicholls
General Manager
Land Transport Safety Policy
Department of Infrastructure, Energy and Resources
10 Murray Street
HOBART TAS 7000

Facsimile 03 6233 6006

The Recipient

[specific address and facsimile number]

Special Conditions (refer cl. 3(i))

1.1 General

- (a) The Recipient must comply with all the terms and conditions set out in the Letter of Offer forming Attachment "A" to this Deed.
- (b) The Grant must be expended as detailed in the Recipient's seed funding application forming Attachment "B" to this Deed.
- (c) The Recipient must provide the Grantor with a brief report detailing how the objectives of the approved purposes have been met within 3 months of the Grant being expended. An interim report may also be required if the Grant is not expended within 12 months of receipt of the Grant.
- (d) Recognition / Sponsorship

- (i) The Tasmanian Government logo must also be displayed on the Learner Driver Mentor Program vehicle(s) if any sponsor organisations' logo is displayed on the Learner Driver Mentor Program vehicle(s). The Tasmanian Government logo must be displayed in accordance with any directions or guidelines advised by the Grantor.
- (ii) Any entity the Recipient enters into a sponsorship agreement with must be reputable and must not damage the credibility of the Learner Driver Mentor Program or cause damage to or embarrassment to the Department or Grantor's reputation.

1.2 Specific Conditions to this Grant

- <<Details *of any* specific use *of the* grant funds *by the particular Learner Driver Mentor Program* to be listed here>>

2. Acknowledge Grant

The Recipient must acknowledge that the Approved Purposes are assisted by a grant under the Learner Driver Mentor Program, and must display that acknowledgment in promotional material and publications about the Approved Purposes, as requested by the Grantor.

3. Grant payments

The Grant will be advanced to, or for, the Recipient by deposit to the bank account specified by the Recipient.

4. Repayment of the Grant

If the Recipient fails to comply with the terms of this Deed, then the Grant will, at the option of the Grantor, become immediately repayable to the Grantor, within seven (7) days of the Recipient receiving a written notice of demand from the Grantor, with interest at the rate of 5% and the Grantor may take immediate action to recover that money.

5. Expiration of obligation to advance Grant money

The Grantor's obligation to advance any part of the Grant expires, at the Grantor's option if the Recipient fails to comply with any of the terms of this Deed.

6. Terms and conditions in Letter of Offer

The terms of this Deed include all the terms specified in the Letter of Offer forming Attachment "A" to this Deed.

7. Grant Bank account

- (a) The Grantor will not advance any part of the Grant until the Grantee has given the Grantor written details of the specified bank account, to the Grantor's satisfaction.
- (b) The Recipient must maintain a thorough and complete audit trail of receipt and expenditure of the Grant.

Attachment A

Letter of Offer

Attachment B

Seed Funding Application



Grant Deed

Dated

2010

The Crown in Right of Tasmania (“Grantor”)

and

(“Recipient”)

Grant Deed

Contents

The Crown Solicitor of Tasmania

GPO Box 825

Hobart 7001

Phone: (03) 6233 3409

Fax: (03) 6233 2874

Email: crown.solicitor@justice.tas.gov.au

Grant Deed

Contents

1	Definitions	3
2	Grant	3
3	Conditions of Grant	3
4	Warranty	4
5	Goods and Services Tax	4
5.1	Grant includes GST	4
5.2	Other supplies	4
5.3	Tax invoice	4
5.4	Interpretation of clause	5
6	Inconsistency	5
7	Notices	5
7.1	How to give a notice	5
7.2	How to serve a notice	5
8	Governing Law	5
8.1	Law of Tasmania	5
8.2	Proceedings issued under or about this Deed	6
	Schedule	12
	Addresses for Delivery of Notices	12
	Special Conditions (refer cl. 3(i))	12
	Attachment A	15
	Letter of Offer	15