

ANZAC DAY TRUST (ADT) GRANT 2026 – CONDITIONS

Background

The Anzac Day Trust Grant (**ADT Grant**) is provided by the Anzac Day Trust, a body corporate established under the *Anzac Day Act 1960 (WA)* and administered by the Department of the Premier and Cabinet through Defence West (**the Department**) on behalf of the State of Western Australia.

Upon signing the Approval Letter, the Terms and Conditions set out below (**the Conditions**), together with the Approval Letter and any special conditions form the Agreement with the Department in relation to the Funding provided for your Project.

Conditions

Definitions relevant to this Agreement can be found in Clause 19.

The funding described in the Approval Letter (**Funding**) will be paid to You in the manner described in the Approval Letter on and subject to the Conditions:

1. Use of Funding

- a) You will use the Funding solely in accordance with the approved purpose set out in the Approval Letter (**Purpose**) and in compliance with these Conditions.
- b) Any and all changes to the Purpose or the Conditions must be requested by You in writing and approved by the Department writing before such changes occur.
- c) Any unspent monies from this Funding after completion of the Project must be returned promptly to the Department unless the prior written approval of the Department is received.
- d) Provision of this Funding does not mean that You are entitled to any further Funding from the Department.

2. Records

- a) You must keep and maintain accurate, complete, up-to-date, and properly detailed written records of the conduct of the Project Activities, including:
 - (i) progress, setbacks, delays, or difficulties;
 - (ii) receipts;
 - (iii) invoices;
 - (iv) correspondence related to the Project; and

- (v) agreements entered into for the purposes of carrying out the Project.
- b) You must keep sufficient financial records relating to the Project, to enable:
 - (i) all income and expenditure related to the Project to be identified in Your bank accounts; and
 - (ii) the audit of these records in accordance with Australian Auditing Standards, the *Auditor General Act 2006* (WA), or the right of audit provisions detailed in clause 4 of the Conditions.
- c) All relevant records must be kept for a period of seven (7) years. During this time, you must allow the Department, on request, to inspect, and make and take copies of, the records referred to at clauses 2(a) and 2(b).
- d) You consent to the Department disclosing the records referred to at clauses 2(a) and 2(b) and all other information relating to the Funding, including the application or request for the Funding received by the Department from You, to:
 - (i) the Western Australian government;
 - (ii) another local, state or Commonwealth government agency, department, or entity;
 - (iii) another Western Australian statutory authority;
 - (iv) Your referees; and
 - (v) other not-for-profit organisations,(each, an Entity), for the purpose of assessing, processing, analysing, evaluating, promoting, or reporting the application or the Funding or enabling the Entity to provide advice on, process or assess any other funding applications submitted by You.
- e) This clause survives the termination of this Agreement.

3. Reporting

- a) You must make and submit to the Department, in accordance with the timing set out in the Approval Letter (if so set out) and otherwise on request from the Department, progress reports (**Progress Reports**) which:
 - (i) include evidence of Your progress towards completion of the Project;
 - (ii) include evidence of the total expenditure of the Commitment incurred to date; and
 - (iii) are submitted by the report due date.
- b) The Department will monitor progress by assessing reports You submit and may conduct site visits or request records to confirm details of Your reports if necessary. The Department may need to re-examine claims, seek further information or request an independent audit of claims and payments.
- c) You must provide the Department with a report within two (2) months of completion of the Project (**Final Report**) which:
 - (i) identifies if and how the Project and the Purpose has been achieved; and
 - (ii) identifies the total expenditure incurred.

- d) If the Department provides you with a form which the Department wants either or both of the Progress Reports and Final Report to conform to, You must use such form/s accordingly.
- e) Any extensions to the timeframe required to submit the Progress Reports or Final Report must be approved by the Department.
- f) For multi-year Funding, You must brief the Trustees on the progress of the Project on a yearly basis, reporting against key performance indicators and times agreed in the Approval Letter.

4. **Right to audit**

- a) The Department may at any time, upon reasonable written prior notice, audit, or arrange for an audit of, Your records as are necessary to verify that:
 - (i) the Funding has been expended in accordance with the Conditions;
 - (ii) the Conditions have otherwise been complied with; and
 - (iii) any reports submitted to the Department are an accurate statement of compliance.
- b) This clause survives the termination of this Agreement.

5. **Provision of information**

- a) You must promptly inform the Department of any changes to Your:
 - (i) name;
 - (ii) address;
 - (iii) nominated contact details; or
 - (iv) bank account details.
- b) You should promptly inform the Department if anything is likely to affect or delay the Project and keep the Department apprised of all salient developments as and when they occur.
- c) If You become aware of a breach of any of the Conditions, You must contact the Department immediately.
- d) If the Department requests from You information, or access to information, relating in any way to this Agreement, You must promptly comply with such request.

6. **Publication**

- a) The Department may publish information relating to the Funding and the Project when, and howsoever it chooses. You consent to the Department publishing reports and documentation relating to the Funding and the Project on any website or social media platform and using and disclosing this information for marketing or promotional purposes.
- b) Unless the Department requests or agrees otherwise, an acknowledgement of funding assistance provided by the Department must be made, where appropriate, by:

- (i) including in any promotions of the Project, including online and social media promotions, a prominent acknowledgment that reads: 'This project has been supported by the Government of Western Australia through the Minister for Veterans';
 - (ii) including a verbal acknowledgement of the contribution and assistance of the Government of Western Australia in any verbal announcements, speeches or official presentations made in relation to the Project; and
- c) If requested, You must provide the Department with copies of all promotional material related to the Project a minimum of 21 days before the project occurs or such other shorter period agreed by the Department.
 - d) You must not use the Coat of Arms for the State of Western Australia on any promotional material without the Department's express approval.

7. Third party funding

- a) You must provide the Department with the names and contact details of any third-party funders and You must allow those third-party funders to liaise with the Department and give the Department any information pertaining to You, Your activities and Your finances.
- b) You must advise the Department of the outcome of any unconfirmed funding sources for the Project, and if required, submit Progress Reports to the Department which indicate any changes to the Project on account of those funding sources.

8. Your behaviour

You will, in relation to the Funding, the Project and Your business:

- a) act ethically and commercially prudently;
- b) not do anything or allow anything to be done which causes or could cause the Government of Western Australia or the Department to be publicly criticised, embarrassed, or ridiculed; and
- c) comply with all Laws and State policies and guidelines, including those policies and guidelines set out in the Approval Letter.

9. Warranties

You warrant that all information provided or given by You or on Your behalf under, in relation to or in preparation for the Agreement is true, correct, and complete and in no way misleading or deceptive. If information is or becomes untrue or incorrect in any way, You shall promptly notify the Department in writing, giving the Department all relevant details.

10. Assignment

You may not assign, novate, transfer, or otherwise deal with this Agreement, or Your rights or obligations under this Agreement, except with the prior written consent of the Department.

11. Insurance

- a) You shall take out and maintain (for the duration of the Agreement), with a reputable and solvent insurer, insurance for public liability and products liability with appropriate coverage in respect of each occurrence, covering legal liability to third parties for death, illness or injury to any person or the loss, destruction, damage to any property directly or indirectly caused by or arising out of the conduct of Your business and the activities of this Project.
- b) This includes, but is not limited to:
 - (i) Public Liability Insurance;
 - (ii) Volunteer Insurance; and
 - (iii) Professional Indemnity Insurance.
- c) You must present a certificate of currency of the insurance cover upon request from the Department.

12. Limitation of liability

- a) The Department is not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered by You in undertaking the Project.
- b) You release the Department from all liability in relation to the Funding, the Project, the Conditions and any related matter and agree that You will not make any claim against the Department arising directly or indirectly in relation to the Funding, the Project, the Conditions and any related matter.
- c) You agree to indemnify the Department, its officers, employees and agents from and against any loss, damage, claims, liability, suffered or incurred by or brought against the Department or any of its officers, employees or agents caused by, arising out of, or relating directly or indirectly to any:
 - (i) act or omission by You or Your employees, contractors, officers, or agents;
 - (ii) breach by You of Your obligations or warranties; or
 - (iii) breach of a Law by You or any of Your employees, contractors, officers, or agents.
- d) Your liability to indemnify the Department will be reduced proportionately to the extent that its negligent or other tortious act or omission contributed to the relevant liability, loss, damage, or expense.
- e) The Department's right to be indemnified under this clause:
 - (i) is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
 - (ii) does not entitle the Department to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.
- f) This clause survives the expiration or termination of this Agreement.

13. Intellectual Property

You must not use any of the Department or Government's trademarks, logos, or other intellectual property without its prior written consent and only then in accordance with its written directions or requests.

14. GST Requirements

If the supply of anything under this Agreement is a taxable supply under the GST Act, the payment shall be inclusive of GST.

If You are registered for GST, then to comply with GST requirements, You agree that:

- a) The Department will issue Recipient Created Tax Invoices (RCTIs) in respect of the Project where appropriate;
- b) You shall not issue tax invoices in respect of the Project where the Department has generated a RCTI;
- c) at the time of entering this Agreement You are registered for GST and the Department will be notified immediately if GST registration ceases; and
- d) You will remit the GST liability on the Project to the Australian Taxation Office.

15. Agreement

- a) An Agreement and legal relations between the Department and You, pertaining to the Funding and the Project will only come into existence if and when the Conditions of Funding are agreed by You and the Department.
- b) The expressed and implied provisions of the Approval Letter form part of the Conditions and must be complied with in accordance with their terms.
- c) The Conditions do not displace, reduce, or otherwise lessen the Department's rights at or under any Law.

16. Default and Termination

- a) An Event of Default occurs if:
 - (i) You breach any Condition, which (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served by the Department;
 - (ii) You breach any Condition and such breach cannot be remedied.
 - (iii) You fail to comply with or meet a Milestone, an Additional/New Milestone or any other milestone set by the Department in accordance with this Agreement; or
 - (iv) You become insolvent or are deemed to be insolvent under the *Corporations Act 2001* (Cth) or any other law; or
 - (v) the Department believes, in its absolute discretion, that the You are unwilling or unable to comply with any one or more of the Conditions; or
 - (vi) a material warranty given by or representation made by You is or becomes untrue.
- b) If an Event of Default occurs, the Department may:

- (i) suspend performance of its obligations until such time as it is satisfied in its absolute discretion that You have remedied the breach; or
 - (ii) terminate this Agreement by providing notice in writing, and this Agreement is then terminated from the date specified in that notice.
- c) If the Department terminates this Agreement:
- (i) The Department has no further obligation to pay You the Funding or any part of the Funding which has not yet been paid to You; and
 - (ii) You must, on request by the Department, promptly pay to it an amount of money equal to some or all of the Funding (determinable at the Department's discretion).

17. Notices

All requests, directions, consents, notices, notifications and other communications that may or must be given under this Agreement, to be valid and effective, must be in writing and sent to the addresses of the parties set out in the Approval Letter.

18. Interpretation

In this Agreement unless the context otherwise requires:

- a) words importing the singular include the plural and vice versa;
- b) words importing any gender include the other genders;
- c) references to a person include an individual, the estate of an individual and any type of entity or body of persons, including a corporation, an incorporated or unincorporated association or parties in a joint venture, a partnership or a trust and the legal personal representatives, successors and assigns of that person;
- d) a reference to the State includes each and every agency department, instrumentality and emanation of the State;
- e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- h) an Obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- i) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- j) references to this Agreement include its recitals, schedules and annexures;
- k) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;

- l) references to time are local time in Perth, Western Australia;
- m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- n) references to currency are to Australian currency unless otherwise stated;
- o) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- p) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- q) 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;
- r) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- s) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appeared immediately before them;
- t) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier; and
- u) a reference to information includes data, projections, advice, undertakings and documentation.

19. Definitions

Terms used in these Conditions and defined in the Approval Letter (including any information enclosed therewith or attached thereto) shall bear the same meanings ascribed to them in that Approval Letter.

In these Conditions of Funding (including the Approval Letter), unless the context otherwise requires:

- (a) **the Agreement** or **this Agreement** means the agreement between You and the Department formed by these Conditions and the Approval Letter;
- (b) **Approval Letter** means the Approval Letter written by the Minister for Veterans for the commitment of the Funding which, together with these Conditions, forms the Agreement between You and the Department regarding the Funding;
- (c) **Business Day** means any day in Perth Western Australia which is not a Saturday, Sunday, or public holiday.
- (d) **Conditions** means all these Conditions of Funding, the content of the Approval Letter (including any additional conditions therein), and all other terms and conditions imposed by the Department in respect to the Funding.
- (e) **Department** means the Department of the Premier and Cabinet of the State of Western Australia (**State**) including its officers, employees, agents and contractors.

- (f) **GST** means Goods and Services Tax as defined in the GST Law;
- (g) **GST Law** means *A New Tax System (Goods and Services) Tax Act 1999* (Cth) and includes all associated legislation and regulations;
- (h) **Information** includes facts, data, assertions, representations and projections, and documentation upon which information is recorded;
- (i) **Law** means all applicable present and future rules or requirements of a statute, subsidiary legislation, the common law or equity;
- (j) **Project** means the procurement, activities and/or events to be undertaken by You with the Funding as set out in the Approval Letter; and
- (k) **You, Yourself** and **Your** means you, the recipient of the Funding described in the Approval Letter.