

## QUEENSLAND OFF-THE-TRACK GRANTS PROGRAM

# SECOND CHANCE RETRAINING GRANT GUIDELINE

GRANT ROUND – MAY 2024

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## ABOUT THE GRANT

The QOTT Second Chance Retraining Grant aims to support not-for-profit organisations and charities that provide a lifelong safety net for retired racehorses and operate a proven rehoming program that rehabilitates vulnerable or at risk retired racehorses and places them into suitable, long-term homes.

## GRANT OBJECTIVES

The objectives of the QOTT Second Chance Retraining Grant are to:

- ▶ Support not-for profit organisations and charities to provide or procure professional retraining services for retired racehorses that have previously transitioned from the racing industry into the domestic horse community, but have become vulnerable or at risk at later stages of their lives and require further education and retraining to assist with their placement into suitable, long-term homes.

## FUNDING

Eligible organisations can apply for funding to assist with providing or procuring professional retraining services for retired racehorses for the purpose of meeting the objectives of the QOTT Second Chance Retraining Grant.

Eligible organisations can submit one (1) application for funding to a maximum total value of fifty thousand dollars \$50,000 (GST inclusive).

Of the total amount of funding that may be awarded to a successful organisation, the maximum total amount of funding that can be spent on professional retraining services for any one (1) individual retired racehorse is capped at five thousand dollars \$5,000 (GST inclusive) per retired racehorse.

## ASSESSMENT CRITERIA

Applications will be assessed against the following four (4) criteria:

1. Organisation background.	20%
2. Provision of supporting documentation and data.	30%
3. Organisation outlines how objectives align with the objectives of the Grant and demonstrates how those objectives will be achieved.  Performance under any previous QOTT Program Grant will also be considered by the QOTT Grants Panel.	40%
4. Ability to promote the QOTT Program.	10%

## ELIGIBILITY CRITERIA

To be eligible to apply for the QOTT Second Chance Retraining Grant, the organisation must:

- ▶ be an Australian incorporated not-for-profit organisation or charity that is currently registered with the Australian Charities and Not-for-profits Commission and operates at an address in Queensland, Australia;
- ▶ have been operating for a minimum of twelve (12) months prior to the date of application;
- ▶ operate a proven rehoming program that rehabilitates vulnerable or at risk retired racehorses and places them into suitable, long-term homes;
- ▶ not be under investigation nor has previously been the subject or found guilty of an animal welfare or animal cruelty investigation by the RSPCA, Police or any state or territory government regulators; and
- ▶ have up-to-date reporting, as noted on the Australian Charities and Not-for-profits Commission website.
- ▶ Licensed Race Clubs are ineligible to apply.

## QUEENSLAND OFF-THE-TRACK GRANTS PROGRAM

# FREQUENTLY ASKED QUESTIONS

### WHEN WILL THE QOTT GRANT APPLICATIONS OPEN AND CLOSE?

Applications will open at 9:00am (AEST) on 8 May 2024 and close at 5:00pm (AEST) on 29 May 2024.

### HOW DO I APPLY FOR A GRANT?

Complete and submit an application for a QOTT Grant through the SmartyGrants platform at <https://racingqueensland.smartygrants.com.au/>

Incomplete or late applications will not be considered.

Applicants will receive a confirmation email from SmartyGrants acknowledging receipt of your application with a PDF copy of your submission attached.

### HOW DO I CREATE A SMARTYGRANTS USER ACCOUNT?

Instructions on how to create a SmartyGrants user account and submit an application is available at: <http://applicanthelp.smartygrants.com.au/help-guide-for-applicants/>

### HOW WILL MY GRANT APPLICATION BE ASSESSED?

The QOTT Grant assessment process will comprise of the following three phases:

<b>Phase 1:</b>	<b>Initial Eligibility Assessment:</b>  Applications will be checked for eligibility.
<b>Phase 2:</b>	<b>QOTT Grants Panel Evaluation:</b>  Applications will be evaluated by the QOTT Grants Panel, which will be comprised of (3) people, one (1) of whom will be external to the QOTT Program.
<b>Phase 3:</b>	<b>Approval:</b>  The decision to award grant funding will be made by the QOTT Board Chair on the recommendation of the QOTT Grants Panel.

### WHEN WILL I KNOW THE OUTCOME OF MY APPLICATION?

QOTT will notify each applicant in writing regarding the outcome of their application, whether successful or unsuccessful, within thirty (30) business days of the QOTT Grant round closing date. Applicants will receive this notification via the email address(es) submitted in their application.

For successful applications, the QOTT Grants Panel may recommend part-funding or full-funding, depending on the quality of the application and/or demand for available funds.

All decisions are final.

### IF MY APPLICATION IS SUCCESSFUL WHAT ARE THE NEXT STEPS?

Successful applicants will receive a QOTT Grant Funding Deed outlining the terms under which the grant funding is offered. The QOTT Grant Funding Deed will form a legally enforceable agreement in relation to the QOTT Grant. An example of a QOTT Grant Funding Deed is included in this guideline.

To accept the offer of grant funding, successful applicants must return a signed copy of the QOTT Grant Funding Deed within five (5) business days of receiving the QOTT Grant Funding Deed.

Details of successful applicants, including funding awarded, will be announced via a media release issued by Racing Queensland and published on the QOTT Program's website and in Racing Queensland's Annual Report.

### **HOW QUICKLY WILL I RECEIVE PAYMENT?**

Grant recipients must provide QOTT with an invoice issued by the recipient when the signed copy of the QOTT Grant Funding Deed is returned to QOTT.

In accordance with the QOTT Grant Funding Deed, grant funding will be transferred by Electronic Funds Transfer (EFT) within thirty (30) business days from QOTT's receipt of a compliant invoice.

### **WHAT ARE THE TIMEFRAMES TO COMPLETE THE APPROVED FUNDED ACTIVITIES?**

Grant recipients will have nine (9) months to commence and complete the approved funded activities.

Grant recipients must not commence the approved funded activities until the commencement date noted in the QOTT Grant Funding Deed. Approved funded activities must be completed by the expiry date noted in the QOTT Grant Funding Deed.

Grant recipients will be required to complete a QOTT Grant Final Acquittal Report via SmartyGrants at the conclusion of the Grant round, in accordance with the QOTT Grant Funding Deed.

### **CAN I ALTER THE APPROVED FUNDED ACTIVITIES AFTER RECEIVING A GRANT?**

Grant recipients are not permitted to vary the approved funded activities and must expend grant funding provided only on approved funded activities as defined, and in accordance with, the QOTT Grant Funding Deed.

In accordance with clause 8 of the QOTT Grant Funding Deed, grant recipients may be required to repay grant funding that is:

- not expended within the timeframe specified in the QOTT Grant Funding Deed;
- spent on items or activities that are not approved funded activities, as defined in the QOTT Grant Funding Deed.

### **WHO DO I CONTACT WITH QUESTIONS ABOUT THE GRANT?**

Please email the QOTT team at [offthetrack@racingqueensland.com.au](mailto:offthetrack@racingqueensland.com.au).

## QUEENSLAND OFF-THE-TRACK GRANTS PROGRAM

# SECOND CHANCE RETRAINING GRANT APPLICATION FORM PREVIEW

### ACKNOWLEDGEMENTS

- (Q1) I declare that I am the Authorised Officer acting on behalf of the Organisation that wishes to apply for the Queensland Off-The-Track (**QOTT**) Second Chance Retraining Grant and I am authorised by the Organisation to complete this application form.
- (Q2) As the Authorised Officer acting on behalf of the Organisation, I confirm that I have read and understood the QOTT Second Chance Retraining Grant Guideline.
- (Q3) The Organisation is an Australian incorporated not-for-profit organisation or charity that is currently registered with the Australian Charities and Not-for-profits Commission and operates at an address in Queensland, Australia.
- (Q4) The Organisation has been operating for a minimum of twelve (12) months prior to the date of application.
- (Q5) The Organisation operates a proven rehoming program that rehabilitates vulnerable or at risk retired racehorses and places them into suitable, long-term homes.
- (Q6) The Organisation is not currently under investigation for, nor has the Organisation previously been the subject of an investigation in relation to, or found guilty of, an animal welfare or animal cruelty offence by the RSPCA, Police or any state or territory government authority.
- (Q7) The Organisation's reporting is up-to-date, as noted on the Australian Charities and Not-for-profits Commission website.
- (Q8) The Organisation supports and promotes the aftercare of retired racehorses and is aligned with the QOTT Program's vision, mission and values.

### ORGANISATION

- (Q9) Organisation Name
- (Q10) Australian Business Number (ABN)
- (Q11) Organisation Phone Number
- (Q12) Organisation Address (must be an address in Queensland, Australia).
- (Q13) Mailing Address
- (Q14) Website Link

### AUTHORISED OFFICER (Person completing this application form)

- (Q15) Title
- (Q16) Full Name
- (Q17) Position Title
- (Q18) Phone Number
- (Q19) Email

### HEAD OF BUSINESS (CEO/Director)

- (Q20) Title
- (Q21) Full Name
- (Q22) Position Title
- (Q23) Phone Number
- (Q24) Email

## ORGANISATION ACCOUNT DETAILS

- (Q25) Bank Name
- (Q26) Account Name
- (Q27) BSB Number
- (Q28) Account Number

## GRANT ASSESSMENT CRITERIA 1

### Organisation background.

- (Q29) Enter the date that the Organisation was established.
- (Q30) Provide a detailed overview of the Organisation (including history, purpose, mission, achievements etc).
- (Q31) Describe how the Organisation provides a lifelong safety net for retired racehorses that have previously transitioned from the racing industry into the domestic horse community, but have become vulnerable or at risk at later stages of their lives.
- (Q32) Where does the Organisation typically acquire retired racehorses from?
- (Q33) Provide a detailed overview of the Organisation's rehoming program that rehabilitates vulnerable or at risk retired racehorses and places them into suitable, long-term homes.
- (Q34) Outline the Organisation's commitment to equine welfare in relation to horses that are currently in the Organisation's care and horses that have been rehomed and/or adopted out by the Organisation.

## GRANT ASSESSMENT CRITERIA 2

### Provision of supporting documentation and data.

- (Q35) How many retired racehorses has the Organisation accepted into its care between 1 May 2023 and 1 May 2024?
- (Q36) Please identify the retired racehorses (i.e. official race name or microchip number) that have been accepted into the care of the Organisation between 1 May 2023 and 1 May 2024.
- (Q37) For the retired racehorses that have been identified in the question above, please attach a list that details the current status for each retired racehorse (i.e. Rehomed/Adopted, In Retraining, Awaiting Retraining, Deceased, Permanently Retired at Organisation etc).
- (Q38) How many retired racehorses has the Organisation rehomed or adopted out between 1 May 2023 and 1 May 2024?
- (Q39) At the date of application, how many paid employees are currently employed by the Organisation?
- (Q40) At the date of application, how many individuals currently volunteer at the Organisation?
- (Q41) At the date of application, how many retired racehorses are currently on the Organisation's wait list to enter the Organisation's care?
- (Q42) Please identify the retired racehorses (i.e. official race name or microchip number) that are currently on the Organisation's wait list.
- (Q43) Please attach any documents that may support your grant application.

## GRANT ASSESSMENT CRITERIA 3

### Organisation outlines how objectives align with the objectives of the Grant and demonstrates how those objectives will be achieved.

Performance under any previous QOTT Program Grant will also be considered by the QOTT Grants Panel.

- (Q44) Specify the total dollar value that the Organisation is applying for. The total maximum value the Organisation can apply for is \$50,000.00 (GST inclusive).
- (Q45) How many retired racehorses that currently reside in the Organisation's care are ready to commence retraining with a professional retrainer?
- (Q46) How much has the Organisation spent on professional retraining services for retired racehorses between 1 May 2023 and 1 May 2024?
- (Q47) What is the average cost that the Organisation pays to retrain a retired racehorse?
- (Q48) Please list the full names for all professional retrainers that the Organisation has engaged to provide professional retraining services between 1 May 2023 and 1 May 2024. Please include a link to the website for each professional retrainer's business.
- (Q49) Please advise how the Organisation selects a professional retrainer?
- (Q50) Explain how the procurement of professional retraining services assists the Organisation to rehome and/or adopt retired racehorses?
- (Q51) Describe how the Organisation ensures the ongoing welfare of retired racehorses in the Organisation's care (e.g. access to farrier services, veterinary care, preventative health treatments etc).
- (Q52) Describe how the Organisation cares for retired racehorses that are unable to be rehomed and/or adopted (e.g. due to temperament or soundness issues)?
- (Q53) Please outline the Organisation's euthanasia policy for end-of-life considerations for retired racehorses.
- (Q54) If the Organisation is successful in being awarded the full amount of requested funding, how many retired racehorses does the Organisation expect to commence retraining?
- (Q55) Attach formal quotes from professional retrainers that have been obtained by the Organisation to complete the retraining services.
- (Q56) QOTT may offer the Organisation part-funding to procure professional retraining services. Will the Organisation proceed with procuring professional retraining services if the Organisation receives part-funding from QOTT?
- (Q57) If the Organisation receives part-funding from QOTT, explain how the professional retraining services will be funded to completion by the Organisation.

## **GRANT ASSESSMENT CRITERIA 4**

### **Ability to promote the QOTT Program.**

- (Q58) Please list all Social Media platforms that the Organisation uses (e.g. Facebook, Instagram, Twitter) and include a link to each Social Media account/profile.
- (Q59) Outline how the Organisation will actively promote the QOTT Program, and the funding support provided by the QOTT Second Chance Retraining Grant, to create awareness, and raise the importance of, the QOTT Program and initiatives.
- (Q60) Does the Organisation agree to assist the QOTT Program by way of involvement in media releases, case studies and/or promotional activities to create awareness and raise the importance of the QOTT Program and its initiatives?
- (Q61) Does the Organisation agree to provide QOTT with content (including photographs) for one (1) promotional article that will highlight the retired racehorses supported by the QOTT Second Chance Retraining Grant?

## **DECLARATION**

- (Q62) As the Authorised Officer acting on behalf of the Organisation, I understand and agree that QOTT or Racing Queensland may use and disclose the personal information provided by me for the purpose of processing this application and to facilitate the operation and administration of the QOTT Grants Program. The personal information collected in this form may also be used or disclosed by QOTT or Racing Queensland in accordance with its Privacy

Policy: <https://www.racingqueensland.com.au/privacy-policy>.

- (Q63) As the Authorised Officer acting on behalf of the Organisation, I have the authority to submit this application on behalf of the Organisation.
- (Q64) As the Authorised Officer acting on behalf of the Organisation, I certify that all details supplied in this application and in any attached documents are true and correct to the best of my knowledge, and that the application has been submitted with the full knowledge and agreement of the management of the Organisation.
- (Q65) As the Authorised Officer acting on behalf of the Organisation, I agree that I will contact Queensland Off-The-Track immediately if any information provided in this application changes or is incorrect.

PREVIEW





## QUEENSLAND OFF-THE-TRACK GRANT FUNDING DEED SECOND CHANCE RETRAINING GRANT

### BACKGROUND

- A. Queensland Off-The-Track (**QOTT**), a business unit of the Racing Queensland Board ABN 80 730 390 733 (**RQ**), operates grant programs to support and benefit retired racehorses.
- B. The Organisation (**Recipient**) operates a proven rehoming program that rehabilitates vulnerable or at risk retired racehorses and places them into suitable, long-term homes.
- C. The Recipient applied for the QOTT Second Chance Retraining Grant (**Grant**).
- D. QOTT has approved the Recipient for the Grant in accordance with this Grant Funding Deed (**Deed**).

# GRANT DETAILS SCHEDULE 1

<b>ITEM 1 GRANTOR</b>	<p>Name: <b>Queensland Off-The-Track (QOTT)</b> (trading as Racing Queensland)</p> <p>Australian Business Number: 80 730 390 733</p> <p>Email Address: offthetrack@racingqueensland.com.au</p> <p>Postal Address: P.O. Box 63, Sandgate QLD 4017</p>
<b>ITEM 2 RECIPIENT</b>	<p>Organisation Name: --</p> <p>Australian Business Number: --</p> <p>Contact Number: --</p> <p>Organisation Address: --</p> <p>Mailing Address: --</p> <p><b>HEAD OF ORGANISATION:</b> --</p> <p>Name: --</p> <p>Position Title: --</p> <p>Email Address: --</p> <p>Contact Number: --</p>
<b>ITEM 3 GRANT</b>	<p>Grant Name: <b>QOTT Second Chance Retraining Grant</b></p> <p>Grant Funding: --</p> <p>Commencement Date: 1 July 2024</p> <p>Expiry Date: 31 March 2025</p> <p><b>For the sole purpose of the QOTT Second Chance Retraining Grant:</b></p> <p>Requirements: <b>Eligible Retired Racehorse</b> is a Thoroughbred or Standardbred horse that has been, or is eligible to be, registered for thoroughbred racing or harness racing in Australia and the horse retired from racing, race training and/or breeding more than twelve (12) months ago (as per Racing Australia or Harness Racing Australia records).</p> <p><b>Eligible Professional Retrainer</b> is a professional horseperson with the capability to retrain retired racehorses with the intent to transition them into new homes as performance or pleasure mounts. The Eligible Professional Retrainer must operate their retraining business under an Australian Business Number and at an address in Queensland, Australia.</p>
<b>ITEM 4 FUNDED ACTIVITIES</b>	<p>Grant Funding can only be used by the Recipient for: :</p> <p>--</p>
<b>ITEM 5 FINAL ACQUITTAL REPORTING</b>	<p><b>QOTT Grant Final Acquittal Report Due:</b> --</p> <p>The Recipient must complete one (1) QOTT Grant Final Acquittal Report via SmartyGrants and disclose information and evidence including:</p> <p>a) --</p>
<b>ITEM 6 TRADEMARKS</b>	<p>--</p>

31 May

# FUNDING DEED

## TERMS AND CONDITIONS

### 1. DEFINITIONS & INTERPRETATION

- 1.1 In this Deed, the following definitions apply:
- Associates** includes employees, directors, representatives, volunteers and contractors.
- Australian Accounting Standards** means the relevant standards and requirements published by the Australian Accounting Standards Board.
- Business Day** means 9:00am to 5:00pm (AEST) on a day other than a Saturday, Sunday or public holiday in Brisbane.
- Claim** includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses including legal expenses.
- Confidential Information** of a party means information that is by its nature confidential, is designated by that party as confidential or the other party knows or ought to know is confidential.
- Deed** means this document and any schedules and attachments.
- GST** has the same meaning as in the GST Act.
- GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Intellectual Property Rights** includes all present and future rights in relation to copyright, trademarks, designs, patents, trade, business or company names, trade secret, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this Deed, and whether existing in Australia or otherwise.
- Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld).
- RQ Policies** means all policies published by RQ (available at <https://www.racingqueensland.com.au/about/rules-and-policies/policies>).
- Unexpected Event** means any circumstance beyond the reasonable control of a party which results in either party being unable to perform an obligation on time, and includes, but is not limited to natural disasters, pandemics, government restrictions, public health orders, fire, storm, flood, landslide, earthquake, cyclone or tornado damage, terrorist act or war.
- 1.2 Capitalised terms used without definition shall have the meanings assigned to them in the Grant Details Schedule.
- 1.3 In this Deed:
- (a) a reference to a person includes a reference to corporations and other entities recognised by law;
  - (b) all monetary amounts refer to Australian currency;
  - (c) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
  - (d) the singular includes the plural and vice versa and words importing one gender include a reference to all other genders;
  - (e) a covenant or Deed on the part of two or more persons will be deemed to bind them jointly and severally; and
  - (f) where the day on or by which any act, matter or thing is to be done is not a Business Day, the act, matter or thing may be done on the next Business Day.

### 2. GRANT FUNDING TERM

- 2.1 This Deed starts on the Commencement Date and, unless terminated earlier, will expire on the Expiry Date.

### 3. APPLICABLE TERMS

- 3.1 The documents forming this Deed are:
- (a) Grant Details Schedule; and
  - (b) these Funding Deed Terms and Conditions.
- 3.2 To the extent of any inconsistency, the documents listed higher in clause 3.1 will have priority over documents listed lower.

#### **4. APPROVALS AND COMPLIANCE**

- 4.1 This Deed constitutes the entire Deed between the parties in relation to the Grant and supersedes all prior negotiations, arrangements and Deeds.
- 4.2 Each Party must do all things reasonably required to give effect to this Deed.
- 4.3 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.
- 4.4 The Recipient must ensure that it has all necessary approvals in order to be able to perform the Funded Activities.
- 4.5 During the Grant Funding Term, the Recipient must comply with all laws, rules and regulations.

#### **5. OBLIGATIONS OF THE RECIPIENT**

- 5.1 The Recipient must:
  - (a) expend Grant Funding provided only on Funded Activities defined at **ITEM 4**;
  - (b) perform the Funded Activities in accordance with this Deed;
  - (c) not vary the Funded Activities;
  - (d) complete the Funded Activities by the Expiry Date;
  - (e) not do anything or become involved in any situation which, in the reasonable opinion of QOTT reflects unfavourably upon QOTT or the State and/or the Funded Activities;
  - (f) in carrying out its obligations under the QOTT Grant Funding Deed, the Recipient must comply with all applicable Commonwealth and State laws and regulations, including obtaining and maintaining any license or authorisation required for the Recipient to carry out the Funded Activities;
  - (g) always act and operate within the enforced *Animal Care and Protection Act 2001*;
  - (h) immediately notify QOTT in writing:
    - (i) if there are any significant delays or difficulties in performing the Funded Activities in accordance with this Deed and provide an explanation of those matters;
    - (ii) if the Recipient is unable to accomplish the Funded Activities within the monetary limit of the Grant or by the Expiry Date and provide an explanation of those matters;
    - (iii) of any matter that may affect the Recipient's eligibility to continue to carry out the Funded Activities;
    - (iv) of any allegation of misconduct or dishonesty concerning the Recipient;
    - (v) if any significant issue comes to its attention regarding its compliance with this Deed; and
    - (vi) of any issues regarding compliance with any laws concerning the provision or use of the Grant whether by an officer, employee, director, representative, volunteer or contractor engaged by the Recipient.
- 5.2 Unless otherwise provided for in this Deed, no party will assign, novate, transfer, encumber or subcontract any or all of its rights or obligations under this Deed.

#### **6. ROLE OF QOTT**

- 6.1 QOTT only has the responsibility to ensure that the administrative aspect of the QOTT Grants Program is operating correctly, including assessing application forms and providing the Grant Funding.
- 6.2 QOTT is not involved with the operation or management of the Recipient's organisation or the Funded Activities.
- 6.3 QOTT may, in its sole discretion, cancel the QOTT Grants Program, or cancel the Recipient's participation in the QOTT Grants Program for any reason or at any time. QOTT will not be responsible for any loss, cost, damage, or liability that may arise as a result.

## **7. RECORDS AND REPORTING**

- 7.1 The Recipient must at all times keep proper and adequate records of expenditure and evidence pertaining to Funding Activities specified at **ITEM 4**.
- 7.2 The Recipient must complete one (1) QOTT Grant Final Acquittal Report with criteria specified at **ITEM 5**.
- 7.3 QOTT reserves the right to amend or add any other information required for the Recipient to report on as part of the QOTT Grants Program.
- 7.4 The records required must be retained by the Recipient for a period of twelve (12) months after the Expiry Date, or longer if required by law.
- 7.5 If QOTT requests the Recipient, in writing, to provide any document, invoice or receipt relevant to the Funded Activities, the Recipient must provide the document, invoice or receipt to QOTT within ten (10) Business Days of the request.
- 7.6 Failure of the Recipient to complete the QOTT Grant Final Acquittal Report will deem the Recipient ineligible for any future QOTT Grant Program funding.
- 7.7 The requirement for the Recipient to complete the QOTT Grant Final Acquittal Report survives the termination or expiry of this Deed.

## **8. ENTITLEMENT TO GRANT**

- 8.1 The Recipient acknowledges that it has no entitlement to the Grant other than as expressly set out in this Deed.
- 8.2 If, as at the Expiry Date or earlier termination of this Deed, any Grant Funding is unspent or uncommitted, QOTT will provide written notice to the Recipient to repay the amount set out in the notice within twenty (20) Business Days after receipt of the notice.
- 8.3 If, at any time, QOTT forms the reasonable opinion or otherwise becomes aware that:
  - (a) any part of the Grant Funding has been used, spent or committed by the Recipient other than in accordance with this Deed; or
  - (b) QOTT has made payments of the Grant Funding, or otherwise, to which the Recipient is not, in whole or part, entitled,

QOTT may, by written notice to the Recipient, require the Recipient to repay that part of the Grant Funding, and the Recipient must repay to QOTT the amount set out in the notice within twenty (20) Business Days of receipt of the notice.

## **9. GRANT FUNDS MANAGEMENT**

- 9.1 The Recipient must not, use any part of the Grant Funding to:
  - (a) provide security for any purpose;
  - (b) make a loan or gift for any purpose;
  - (c) pay sitting fees to directors, investors, committee members, members involved in the Recipient's business, or any other person;
  - (d) make payments that are inconsistent with the Funded Activities.
- 9.2 The Recipient's accounting system must be structured to:
  - (a) enable the expenditure of Grant Funding to be properly and accurately identified, sourced, traced and reported upon to QOTT; and
  - (b) ensure appropriate internal controls are in place to identify and prevent misuse or misappropriation of Grant Funding.
- 9.3 Each party must pay its own costs of and incidental to the negotiation, preparation and execution of this Deed.

## **10. PAYMENT OF GRANT FUNDS**

- 10.1 The Recipient must provide QOTT with an invoice issued by the Recipient along with this signed Deed within five (5) Business Days of receipt of the Deed.
- 10.2 QOTT will make an Electronic Funds Transfer (EFT) within thirty (30) Business Days upon receipt of the Deed, duly executed by the Recipient.
- 10.3 The Recipient's invoice must reflect the below requirements:
  - (a) Addressed To:  
Queensland Off-The-Track Program

ABN: 80 730 390 733  
PO Box 63, Sandgate QLD 4017

- (b) Invoice:  
The total value must match the approved Grant Funding specified at **ITEM 3**.
- (c) Description:  
QOTT Business Expansion Grant

10.4 The Recipient acknowledges that QOTT makes no representations about future Grant Funding and there is no obligation on QOTT to provide future Grant Funding to the Recipient in respect of any matter.

## **11. CONFIDENTIALITY AND PRIVACY**

11.1 The Recipient must not make any public statement in relation to this Deed without the prior written consent of QOTT.

11.2 Each party undertakes not to disclose any Confidential Information, under any circumstances, without the prior consent of the other party, except:

- (a) to its employees, officers, directors, investors, representatives, contractors or volunteers requiring that information for the conduct of their duties under or in relation to this Deed;
- (b) to its accountants and legal advisors;
- (c) in respect of QOTT, to the responsible Minister or Department administering racing in Queensland; or
- (d) as required or permitted by law.

11.3 For the avoidance of doubt, nothing limits QOTT's ability to make public statements in relation to the Deed or the provision of the Grant to the Recipient.

11.4 If a party discloses Confidential Information of the other party under one of the exceptions listed in clause 11.2, the disclosing party must take reasonable steps to maintain the confidentiality of the information.

11.5 The Recipient acknowledges that information relating to this Deed is potentially subject to disclosure to third parties under the *Right to Information Act 2009* (Qld).

11.6 Where the Recipient has access to Personal Information in relation to this Deed, it must comply with:

- (a) any legislative requirements about Personal Information that apply to the Recipient;
- (b) Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld), in relation to the discharge of its obligations under this Deed as if the Recipient was QOTT; and
- (c) other privacy and security measures as QOTT reasonably advises the Recipient in writing from time to time.

11.7 The Recipient must immediately notify QOTT upon becoming aware of any breach of this clause 11.

11.8 QOTT and the Recipient will make every reasonable effort to ensure that their Associates are aware of and comply with the obligations in this clause 11.

## **12. INTELLECTUAL PROPERTY**

12.1 Nothing in this Deed effects a change in ownership of Intellectual Property Rights in material that exists as at the Commencement Date and is supplied by a party to the other for the purpose of this Deed.

## **13. TRADEMARK USAGE**

13.1 QOTT may use the Recipient's logos and trademarks during the Grant Funding Term of this Deed for the purpose of promoting and marketing QOTT's involvement as a Grantor at its sole discretion.

13.2 The Recipient must not use, nor permit any third party to use, any logos or trademarks belonging to QOTT (or RQ) unless such use has been authorised by QOTT in writing. The Recipient must provide QOTT with at least five (5) Business Days' notice to review and approve or reject logo use.

13.3 Both parties acknowledge and agree that no party has any right, title, or interest in the logos or trademarks of the other party, except the rights to use the other party's logos and

trademarks as provided in this Deed and nothing in this Deed, will be construed as an assignment or grant to one party of any intellectual property, right, title, or interest in the logos or trademarks of the other party.

13.4 These trademark provisions survive the termination or expiry of this Deed.

## **14. PUBLICITY**

14.1 The Recipient is aligned with the vision, mission and values of the QOTT Program and will support and promote the QOTT Program and its initiatives.

14.2 The Recipient will acknowledge the support provided by the QOTT Program in any published or displayed advertising, marketing or promotional materials in accordance with this Deed.

14.3 The Recipient agrees to assist QOTT by way of involvement in media releases, case studies or promotional activities to create awareness and raise the importance of the QOTT Program and its initiatives.

14.4 The Recipient agrees to provide QOTT with content (including photographs) for one (1) promotional article that will highlight the retired racehorses that have been supported by the Grant.

14.5 The Recipient is not authorised to speak on behalf of QOTT or RQ.

## **15. LIABILITY**

15.1 To the maximum extent permitted by law, the aggregate liability of QOTT arising under or in connection with this Deed (whether in contract, tort (including negligence), statute, equity or otherwise) is limited to the value approved in this Deed.

15.2 Neither party is liable to the other for any indirect or consequential loss, loss of profit, loss of revenue, loss of contract value, loss of anticipated profit, or damages for lost opportunity or loss of data.

## **16. INDEMNITY**

16.1 The Recipient indemnifies QOTT and RQ, its officers, employees, agents, contractors and volunteers (**Indemnified Parties**) against any claims, liabilities, losses, and costs (including reasonable legal costs) (**Loss**) from:

- (a) any negligent or unlawful act or omission of the Recipient, its officers, directors, employees, representatives, contractors, volunteers or agents;
- (b) any breach of this Deed by the Recipient (including warranties);
- (c) any infringement by the Recipient of any rights (including intellectual property rights and moral rights) of any person;
- (d) any defects in any goods or services provided by the Recipient or in connection with any activities carried out by the Recipient;
- (e) any injury to or death of a natural person, or any loss of or damage to the real or personal property of QOTT or a third party, caused or contributed to by the Recipient, its employees, directors, representatives, contractors, agents or volunteers;
- (f) except to the extent that the Loss is caused by a breach of this Deed by QOTT or the negligent act or omission of any Indemnified Party.

16.2 These indemnity obligations survive the termination or expiry of this Deed.

## **17. INSURANCE**

17.1 It is the responsibility of the Recipient to effect and maintain at their own expense appropriate business, property and personal insurance cover.

## **18. TERMINATION**

18.1 QOTT may, by notice in writing, terminate this Deed if in QOTT's reasonable opinion, the Recipient:

- (a) is in breach of this Deed and:
  - (i) the breach is not capable of being remedied; or

- (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within fifteen (15) Business Days of receiving a notice from QOTT requesting the Recipient to do so;
- (b) provides false or misleading information to QOTT in any material respect;
- (c) notifies QOTT that it is unable or unwilling to commence or continue with the Funded Activities;
- (d) fails to carry out the Funded Activities in accordance with this Deed;
- (e) is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts;
- (f) amends its constitution or operations in a way that means the Recipient is no longer eligible for the Grant Funding or is no longer able to comply with this Deed;
- (g) becomes subject to any form of external administration;
- (h) notifies QOTT of a Conflict of Interest under clause 20 and is unable to resolve or otherwise deal with the conflict within a reasonable timeframe;
- (i) is wound up, voluntarily or involuntarily;
- (j) engages in conduct which, in the reasonable opinion of QOTT, reflects unfavourably on the good name, goodwill, reputation or image of QOTT; or
- (k) there is credible evidence of fraud or mismanagement of the Grant Funding on behalf of the Recipient

## **19. EFFECTS OF TERMINATION OR EXPIRY**

- 19.1 Upon the termination or expiry of this Deed:
- (a) all rights under this Deed cease, other than rights accrued up to and including the date of termination or expiry; and
  - (b) each party must immediately cease using the other party's trademarks, logos or other materials (as applicable).
- 19.2 If this Deed is terminated by QOTT, then QOTT:
- (a) will have no obligation to pay to the Recipient any part of the Grant Funding not already paid; and
  - (b) may demand immediate and full repayment of the same from the Recipient, following which demand such amounts will be a debt immediately due and payable to QOTT.
- 19.3 If this Deed is terminated, the Recipient may be ineligible for any future QOTT Grant Program funding, subject to QOTT's reasonable discretion.
- 19.4 Termination or expiry of this Deed will not affect any rights or remedies already accrued to either party under, or in respect of any breach of, this Deed and will not relieve either party of any obligation under this Deed that is expressed to continue after termination or expiry.

## **20. CONFLICTS OF INTEREST**

- 20.1 The Recipient warrants that at the date of this Deed, no conflict of interest exists or is likely to arise in the execution of this Deed or in the performance of the Funded Activities and that if, during the Grant Funding Term, a conflict of interest arises, then the Recipient is to notify QOTT immediately in writing of that conflict or risk.

## **21. DISPUTE RESOLUTION PROCESS**

- 21.1 Both parties agree that any dispute arising during the course of this Deed will be dealt with as follows:
- (a) firstly, the party claiming that there is a dispute will serve notice to the other party setting out the nature of the dispute;
  - (b) secondly, the parties will try to resolve the dispute by direct negotiation;
  - (c) thirdly, the parties have ten (10) Business Days from the service of the notice (or such extended time as the parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the dispute will be submitted for mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the parties; and



- (d) lastly, if:
  - (i) there is no resolution or agreement; or
  - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within thirty (30) Business Days of the submission or such extended time as the parties may agree in writing before the expiration of the thirty (30) Business Days then the party may commence legal proceedings.

21.2 Each party shall as far as reasonably possible, continue to perform its obligations under this Deed notwithstanding the existence of any dispute or proceeding under this clause 21.

21.3 This clause does not apply to termination by QOTT under or purportedly under clause 18.1 (Termination) nor does it preclude either party from commencing legal proceedings for urgent interlocutory relief.

## **22. NOTICES**

22.1 All notices in connection with this Deed must be in writing and must be delivered to the address of the party as set out in the Grant Details Schedule or notified by a party to the other from time to time by hand or prepaid post or emailed to its email address.

22.2 A notice will be deemed to be given:

- (a) if posted – two (2) Business Days after the date of posting;
  - (b) if delivered by hand during a Business Day– on the date of delivery; or
  - (c) if emailed – on the date of the email,
- except that an email or delivery received after 5:00pm will be deemed to be given on the next Business Day.

## **23. NO AGENCY EMPLOYEE OR PARTNERSHIP RELATIONSHIP**

23.1 The Recipient must not represent itself and must ensure that its members, employees, directors, representatives, volunteers or contractors do not represent themselves as being an employee, partner or agent of RQ or QOTT.

23.2 This Deed does not create a relationship of employment, agency or partnership or joint venture between the parties.

## **24. UNEXPECTED EVENTS**

24.1 No party is liable for any failure to perform or delay in performing its obligations under this Deed if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) Business Days, either party may terminate this Deed with immediate effect by giving notice to the other party.

## **25. WAIVER**

25.1 A waiver by a party of any rights arising from a breach or non-observance by the other party of a term of this Deed will not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.

25.2 The failure of either party to enforce a term of this Deed will not be interpreted as a waiver of that term.

## **26. WARRANTIES**

26.1 The Recipient represents and warrants that:

- (a) it has the power to enter and comply with its obligations under this Deed;
- (b) it owns or is licensed to use the logos, marks, and devices that it permits QOTT to use under this Deed;
- (c) it must not carry out the Funded Activities in any way which may be prejudicial to QOTT (or RQ); and
- (d) it will comply with all applicable laws, codes of conduct, and industry standards when exercising its rights or complying with its obligations under this Deed.

**27. COMPLIANCE WITH LAW**

- 27.1 The laws of the State of Queensland govern this Deed and the parties submit to the exclusive jurisdiction of the courts of Queensland.
- 27.2 The Recipient shall in carrying out the Funded Activities comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, Territory or local authority.

EXAMPLE