FLYING ARTS ALLIANCE

REGIONAL ARTS FUND

[RAF]

TERMS OF FUNDING

Version 4 – 25 November 2025

These Terms of Funding together with the Letter of Offer and Acceptance of Grant Conditions make up the Funding Agreement between Flying Arts Alliance and You

1. TERMINOLOGY

1.1 In these Terms of Funding, the following definitions apply:

Approved Application means your application, including any amendments, for funding from the Program Fund, as approved by Flying Arts Alliance;

Budget means the budget for the Funded Activities, as specified in:

- the budget forming part of the Approved Application; and
- any updated or supplementary budget required to be provided by You under the Funding Agreement and approved by Flying Arts Alliance;

Commencement Date means the date specified as your project commencement date;

Completion Date means the date specified as your project completion date (if any);

Funded Activities means the activities, purposes or projects to be undertaken by You during the term of the Funding Agreement, and in relation to which the Funding is being provided, set out in Schedule 1;

Funding means the dollar ($) amount of the investment funding to be provided by Flying Arts Alliance to You specified in Schedule 1;

Funding Purpose means the purpose for which Flying Arts Alliance makes funding available from the Program Fund;

GST means any tax imposed by or through the GST Legislation;

GST Legislation means *A New Tax System (Goods and Services Tax) Act* 1999 and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

Guidelines means guidelines for the Program Fund, available at http://www.flyingarts.org.au, as amended or replaced from time to time by Flying Arts Alliance;

KPOs means the key performance outcomes specified in Schedule 2;

Letter of Offer means the letter to You from Flying Arts Alliance offering to provide the Funding on the terms of the Funding Agreement;

Program Fund means the funding program nominated in the Letter of Offer;

Recipient or You means the recipient of the Funding named in Schedule 1;

Schedule means the schedules attached to the Letter of Offer;

Special Conditions means the special conditions (if any) specified in Schedule 1;

Terms of Funding means this document.

2. FUNDING AGREEMENT

2.1 The Funding Agreement between You and Flying Arts Alliance will come into existence when you sign the Letter of Offer.

2.2 The Funding Agreement is made up of:

(a) the Letter of Offer and the Schedules; and

(b) these Terms of Funding.

2.3 In the event of any inconsistency between the Special Conditions and any other term of the Funding Agreement, the Special Conditions will prevail.

2.4 The Funding Agreement will commence on the Commencement Date and, unless terminated earlier, will continue until all of Your obligations have been fulfilled to the absolute satisfaction of Flying Arts Alliance.

3. PAYMENT OF FUNDING

3.1 Flying Arts Alliance will pay the Funding subject to and conditional upon You providing a compliant invoice to Flying Arts Alliance.

3.2 Except for the Funding, Flying Arts Alliance has no obligation to provide any assistance for the Funded Activities and any costs incurred by You in relation to the Funded Activities, in excess of the Funding, will be Your sole responsibility.

3.3 Payment of the Funding will not constitute an admission or acceptance by Flying Arts Alliance that the performance of the Funded Activities conforms to this Agreement and will not be deemed to release You from the requirements of this Agreement in any way.

4. USE OF FUNDING

4.1 You must use the Funding solely for performing the Funded Activities and in accordance with the Budget.

4.2 You may only use the Funding to purchase property or assets if expressly specified as part of the Funded Activities or as otherwise agreed in writing by Flying Arts Alliance.

4.3 If You purchase any property or assets with the Funding, You must:

(a) be the legal owner of the property or assets;

(b) not use the property or assets as security for any debt or obligation;

(c) take sole responsibility for the purchase, holding, insuring and disposal of the property or assets; and

(d) make the property or assets available for community use from the end of the Funding Agreement, in a manner acceptable to Flying Arts Alliance.

4.4 If Flying Arts Alliance determines that the actual cost to You of performing the Funded Activities is less than the Funding, Flying Arts Alliance may, by notice to You, require You to repay the difference.

4.5 If Flying Arts Alliance determines that You have not performed all parts of the Funded Activities, Flying Arts Alliance may, by notice to You, require You to repay such part of the Funding as Flying Arts Alliance determines to represent the apportioned cost of the parts of the Funded Activities not performed.

5. PERFORMANCE OF FUNDED ACTIVITIES

5.1 In consideration of Flying Arts Alliance agreeing to pay the Funding, You agree to perform the Funded Activities.

5.2 You must:

(a) ensure that all persons performing the Funded Activities exercise the degree of skill and competence reasonably expected of persons performing activities of a similar nature;

(b) achieve all KPOs;

(c) perform the Funded Activities strictly in accordance with:

(i) the specific terms in the Funding Agreement, including the Special Conditions;

(ii) the Budget; and

(iii) the Guidelines including the Funding Purpose; and

(d) complete the Funded Activities by the Completion Date; and

(e) comply with all applicable Commonwealth, State and local government laws, ordinances and regulations.

5.3 The Funded Activities are Your sole responsibility and Flying Arts Alliance takes no responsibility or liability for them.

6. REPORTING

6.1 You must provide any reports required for the KPOs to Flying Arts Alliance by the relevant Reporting Dates.

6.2 Flying Arts Alliance may, by notice to You, require You to provide such further information or documents as Flying Arts Alliance considers necessary or appropriate in relation to any report provided, or required to be provided, by You under clause 6.1, including for the purposes of verifying anything in the report.

6.3 If Flying Arts Alliance is not satisfied with a report provided under clause 6.1, it may, by notice to You, require You to resubmit the report. A notice given under this clause 6.3 will

contain the reasons why Flying Arts Alliance considers the document or report to be unsatisfactory.

6.4 Where a notice is given under clauses 6.2 or 6.3, You must provide the information, documents or resubmitted report within the timeframe specified in the notice.

7. ACCOUNTING RECORDS AND SYSTEMS

7.1 You must:

(a) record all expenditure directly or indirectly related to and all income directly or indirectly from performing the Funded Activities; and

(b) maintain true and accurate financial and other records at all times about Your:

(i) income, expenditure and financial position;

(ii) use of the Funding;

(iii) performance of the Funded Activities, including achievement of the KPOs; and

(c) acknowledge the Funding in any financial statements or accounts that You are required to prepare.

8. REVIEW AND AUDIT

8.1 Flying Arts Alliance may, at any time and by not less than 14 days notice to You, conduct a review of any aspect of Your:

(a) use of the Funding;

(b) performance of the Funded Activities, including achievement of the KPOs; or

(c) compliance with any aspect of the Funding Agreement.

8.2 Flying Arts Alliance may nominate auditors to conduct, or assist it to conduct, a review under clause 8.1 ('Auditors').

8.3 Where a notice is given under clause 8.1, You must comply with the notice and must give Flying Arts Alliance's officers, employees or its Auditors, as the case may be, full and free access to:

(a) its employees;

(b) any premises where Funded Activities are performed or its business is conducted; and

(c) its accounts, records and documents that relate directly or indirectly to the receipt or expenditure of the Funding or performance of the Funded Activities, copies of which may be made by Flying Arts Alliance or its Auditors.

8.4 Flying Arts Alliance will, and will procure that its Auditors, use best endeavours to minimise interference to Your employees and business when conducting a review.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Intellectual property rights in any material that you create for the purpose of the Funded Activities ('Recipient's Material') vest in You.

10. GST

10.1 The Funding is exclusive of GST. If the supply by You under the Funding Agreement is a taxable supply, Flying Arts Alliance will pay You the GST on the taxable amount at the same time as it pays the Funding. You must remit any GST amount that Flying Arts Alliance pays You to the Australian Tax Office as required by the GST Legislation.

10.2 If claiming GST, You warrant that You are registered for GST as at the Commencement Date. You must immediately notify Flying Arts Alliance if You cease to be registered for GST.

10.3 If, for any reason, including:

(a) any amendment to the GST Legislation;

(b) the issue of a ruling or advice by the Commissioner of Taxation;

(c) a refund to Flying Arts Alliance or to You in respect of a supply made under the Funding Agreement; or

(d) a decision of any tribunal or court, the amount of GST paid by Flying Arts Alliance differs from the amount of GST paid or payable by You to the Commissioner of Taxation, You must issue an appropriate GST adjustment note and any difference must be paid by, or to, Flying Arts Alliance, as the case may be.

11. INSURANCE

11.1 You must take out and maintain:

(a) workers' compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*;

(b) public liability insurance for a minimum of $10 million for any one event in respect of accidental death of or accidental bodily injury to persons, or accidental damage to property, arising out of or in connection with the performance of the Funded Activities; and

(c) other insurance, including professional indemnity insurance as applicable to the Funded Activities.

11.2 You must, upon request by Flying Arts Alliance, provide copies of the certificates of currency for any of the insurances required to be held under clause 11.1.

12. INDEMNITY

12.1 You must indemnify Flying Arts Alliance and each of Flying Arts Alliance's officers, employees, contractors and agents (each 'an Indemnified') against any claim, action, proceeding, demand, liability, obligation, cost, loss, damage, or expense (including legal expenses on a full indemnity basis) made against or brought by any person against the Indemnified arising out of or in connection with:

(a) You breaching the Funding Agreement; or

(b) a wilful or negligent act or omission of You or Your officers, employees, contractors or agents, except to the extent that an unlawful or negligent act or omission of the Indemnified contributed to the claim, action, proceeding, demand, liability, obligation, cost, loss, damage, or expense.

13. CONFIDENTIAL INFORMATION

13.1 You may only disclose confidential information of Flying Arts Alliance:

(a) to Your professional advisers;

(b) if required by law;

(c) if necessary to perform Your obligations under the Funding Agreement; or

(d) if Flying Arts Alliance consents to the disclosure.

13.2 You must return or destroy, at Flying Arts Alliance's direction, materials containing Flying Arts Alliance's confidential information when it is no longer required for the purposes providing the Funded Activities, or otherwise when directed by Flying Arts Alliance.

14. PRIVACY

14.1 If You collect or have access to personal information, as defined in the *Information Privacy Act 2009*, for the purposes of the Funding Agreement or performance of the Funded Activities, You must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act* as if You are Flying Arts Alliance.

14.2 If requested by Flying Arts Alliance, You must sign and procure Your employees, officers or contractors to sign, a deed of privacy in a form acceptable to Flying Arts Alliance.

15. ACKNOWLEDGEMENT OF FUNDING

15.1 You must:

(a) observe the requirements of the Flying Arts Alliance 'Acknowledgment Protocol', available on the Flying Arts Alliance website at 'flyingarts.org.au' or from Flying Arts Alliance;

(b) acknowledge the Funding in all promotional material and publications relating to the Funded Activities, including newspapers, websites, display signage and banners, with the Flying Arts Alliance logo being shown prominently; and

(c) not represent, claim or hold out in any way that Flying Arts Alliance is a party to the delivery of the Funded Activities, other than as a financial contributor.

15.2 The acknowledgement referred to in clause 15.1(b) must be no smaller in size and of no less visual significance than any other acknowledgement of assistance received for the Funded Activities, unless the prior written consent of Flying Arts Alliance is obtained.

16. TERMINATION

16.1 Flying Arts Alliance can, by giving You notice, suspend payment of the Funding or terminate the Funding Agreement if:

(a) You breach any term of the Funding Agreement and You fail to remedy the breach to Flying Arts Alliance's satisfaction within 30 days of being notified about it;

(b) You breach any term of this Agreement that is not, in Flying Arts Alliance's opinion, reasonably capable of being remedied;

(c) You become insolvent, subject to any form of external administration, have execution levied against any of Your assets or enter into an arrangement with Your creditors;

(d) any part of the Funding is applied other than for performance of the Funded Activities; or

(e) work on any part of the Funded Activities ceases without Flying Arts Alliance's prior consent.

16.2 Your breach of a term of the Funding Agreement will be deemed to constitute a breach of any other agreement between Flying Arts Alliance and You.

17. REPAYMENT OF FUNDING

17.1 If, at the expiration or termination of this Agreement, any part of the Funding remains unspent or uncommitted, Flying Arts Alliance may, by notice to You, require You to repay that part of the Funding.

17.2 Nothing in this clause 17 limits or affects any other right conferred on Flying Arts Alliance, whether under the Funding Agreement or otherwise.

18. DISPUTE RESOLUTION

18.1 The parties agree that, where a dispute arises between them in relation to the Funding Agreement, they will initiate discussions to attempt to resolve the dispute.

18.2 The parties may agree to escalate the dispute to any level at any time, or to attempt to resolve the dispute through mediation.

18.3 Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement.

19. NOTICES

19.1 Any notice to be given under the Funding Agreement must be in writing and addressed and provided to the relevant address for the party. The address of Flying Arts Alliance and You is the address for notices set out in the Letter of Offer.

19.2 A notice may be delivered by hand, sent by post or electronic mail and is taken to be received:

(i) in the case of prepaid post, on the third day after the date of posting;

(iii) in the case of delivery by electronic mail, at the time when:

A. the addressee acknowledges receipt by any means; or

B. the sender receives an acknowledgment that it has been properly transmitted; and

(iv) in the case of delivery by hand, on delivery.

19.3 In relation to notices to be given under clauses 4.4, 4.5 and 17.1:

(a) the notice will specify the amount to be repaid, which amount may include any interest earned on the amount and any GST component; and

(b) the amount specified in the notice must be repaid by You within 30 days of receipt of the notice and will constitute a debt due and owing to Flying Arts Alliance.

20. GENERAL

20.1 The Funding Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties.

20.2 The Funding Agreement may only be varied by written agreement of authorised representatives of Flying Arts Alliance and You.

20.3 You must ensure that all information and documents made or provided by You (including by Your representatives) in connection with the Approved Application and the Funding Agreement are complete, accurate, up to date and not misleading in any way.

20.4 You do not have the authority to bind Flying Arts Alliance by contract or otherwise and must not represent to any person that You are an employee or agent of Flying Arts Alliance.

20.5 Flying Arts Alliance may set-off any money due to it from You against money due to You under the Funding Agreement.

20.6 A failure by Flying Arts Alliance to exercise, or a delay by Flying Arts Alliance in exercising, any right, power or remedy will not operate as a waiver.

20.7 If any part of the Funding Agreement is determined to be invalid, unlawful or unenforceable, then that part will be severed and the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.

20.8 You must do all things reasonably required by Flying Arts Alliance to give effect to the Funding Agreement.

20.9 You may not assign or novate, or purport to assign or novate, any of Your rights or obligations under the Funding Agreement, except with the prior written consent of Flying Arts Alliance.

20.10 You must not subcontract any part of the Funded Activities without Flying Arts Alliance's prior written consent. You will remain responsible to Flying Arts Alliance for the acts and omissions of any subcontractors.

20.11 You acknowledge that Flying Arts Alliance is subject to the *Right to Information Act 2009* and any documents held by Flying Arts Alliance are subject to disclosure under that Act.

20.12 Clauses 3, 4, 8, 9, 11, 12, 13, 14 and 17 will survive termination or expiration of the Funding Agreement.

20.13 The Funding Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

20.14 The Funding Agreement can be signed in any number of parts, each of which, when read together, will constitute one agreement.

21. WORKING WITH CHILDREN, PEOPLE WITH DISABILITY, AND OTHER VULNERABLE PEOPLE

21.1 Where a project involves vulnerable persons Regional Arts Australia requires that applicants provide all necessary police and other background checks, as required by the relevant legislation in the State or Territory in which the activity takes place (project location).

21.2 Vulnerable Persons for this purpose means:

1. a Child or Children; or
2. an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

21.3 In Queensland, legislation requires that people who work with children and young people must undergo a Working With Children Check to hold a blue card or an exemption card if their work falls into one of the regulated categories of business or employment. For more information, please go to the Queensland Government Blue Card website.

21.4 Further, under the Disability Services Act 2006, persons engaged by a non-government service provider at a place where disability services are provided to adults must undergo criminal history screening every three years to hold a yellow card unless exempt if their work falls into one of the regulated categories of business or employment. For more information, please view the Queensland Government Department of Communities, Disability Services and Seniors criminal history screening website.