

Terms and Conditions

Grant Authorisation, Declaration and Certification.

Sheep and Goat eID Implementation Essential Equipment and Infrastructure Rebate Guidelines (Saleyards)

Authorisation, Declaration and Certification

This application must be signed below by a person duly authorised to enter into a binding contract on behalf of the applicant:

- If the applicant is a company, the application must be signed by a duly authorised officer pursuant to section 126 of the *Corporations Act 2001* (Cth)
- If the applicant is a sole trader, the application must be signed by the applicant
- If the applicant is a partnership, the application must be signed by one of the partners in that partnership
- If the applicant is trust, the application must be executed by the trustee of that trust

By signing this application, the applicant acknowledges and agrees that should this application be approved by the Minister, it will constitute a legally binding grant agreement between the Minister and the applicant for the payment of a rebate to the applicant, and the applicant accepts and undertakes to comply with the terms and conditions set out below.

Terms and Conditions

The Applicant:

- 1) agrees that payment of the rebate by the Minister is at all times subject to prior assessment and approval of this application by PIRSA and PIRSA being satisfied in all things that the applicant has met the conditions for a rebate as set out in the Rebate Guidelines
- 2) agrees that the grant agreement between the Minister and the applicant will commence upon PIRSA providing advice to the applicant that the application has been approved, and will expire six months after that date or on such other date as agreed between the parties
- 3) acknowledges that any rebate paid pursuant to this grant agreement is by way of reimbursement only for eligible expenditure incurred by the applicant, as outlined in the Rebate Guidelines
- 4) agrees to provide such information and/or records and/or reports as required by PIRSA to enable PIRSA to make an informed assessment of their ongoing financial position and/or to monitor their compliance with the terms on which the rebate is made and/or to assess the overall effectiveness of the rebate and the applicant agrees to provide any other reports concerning the rebate that PIRSA requests
- 5) agrees that, at the end of the grant period specified in paragraph 2) above, the applicant will provide an acquittal to PIRSA and agrees to repay to the Minister any part of the rebate that has not been expended in accordance with this application, unless specific approval is given for those moneys to be retained
- 6) agrees to a PIRSA representative undertaking an inspection of their property, if required, to confirm that the equipment and/or infrastructure outlined in this application has been purchased and installed
- 7) agrees that any activity that they undertake in connection with their use of the rebate complies with the laws from time to time in force in South Australia and their constitution (where applicable)
- 8) agrees that if they
 - a) fail to comply with any of these terms and conditions;
 - b) have, in any dealings with the Minister or with PIRSA or in this application, provided any false, misleading, incomplete or incorrect information,they will be liable to repay such amount of the rebate as the Minister may demand in writing.
- 9) enters into the undertaking under clause 8) to repay all, or a portion of, the rebate with the intention of creating a legally binding, valid and enforceable obligation owed by them to the Minister
- 10) agrees that nothing in this application nor any payment of the rebate pursuant to this agreement will create a partnership, joint venture or association of any kind between them and the Minister or PIRSA, nor will it render the Minister or PIRSA liable for any debt or liability incurred by them in connection with this application or the agreement
- 11) agrees that neither the Minister nor PIRSA will be liable to reimburse any losses that may result from this application or the payment of the rebate pursuant to this application

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- 12) warrants that the information provided in this application (including the Authorisation, Declaration and Certification above) is true and correct in every particular
- 13) acknowledges that this application, including any attachments and supporting documents, once submitted, will become subject to the operation of the *Freedom of Information Act 1982* (SA), and could, subject to the provisions of that Act, be released pursuant to a request made under that Act
- 14) authorises the Minister, acting through PIRSA to disclose any information contained in this application, and any attachments and supporting documents, to any other agency of the South Australian Government or to any agency of any other State for the purpose of or in connection with the administration of the Sheep and Goat eID Implementation Essential Infrastructure Grant
- 15) agrees that any variation to these terms and conditions must be in writing and signed by each of the parties.