

Terms and Conditions

Grant Authorisation, Declaration and Certification.

On-Farm Emergency Water Infrastructure Rebate Scheme

December 2023 (Round 4)

Terms and Conditions

The applicant:

- 1) acknowledges and agrees that if they receive a rebate pursuant to this Application that this Application will constitute a legally binding agreement between the Minister and the applicant and they accept and undertake to comply with these terms and conditions.
- 2) agrees that the grant agreement referred to in paragraph 1) above will commence on the date that the applicant signs the Application and will end on the date which is 40 days after the applicant receives payment of the grant
- 3) acknowledges the rebate is a reimbursement for costs outlined in this Application in relation to the purchase and installation of emergency water infrastructure for livestock or horticulture in connection with my/our Primary Production Business as outlined in the Scheme Guidelines
- 4) agrees to provide to PIRSA, if requested, appropriate and regular information, records and reports to enable PIRSA to make an informed assessment of the applicant's ongoing financial position, to monitor compliance with these terms and conditions, and/or to form an assessment as to the overall effectiveness of the rebate including, where requested, providing copies of the applicant's management accounts, annual reports, financial statements and any other information or documents relevant to the applicant's operations
- 5) warrants that the information provided in the Eligible Expenditure section of this Application is an accurate and complete account of the applicant's expenditure in relation to the rebate sought and undertakes to repay to PIRSA any portion of the rebate that does not relate to Eligible Expenditure
- 6) agrees to a PIRSA representative undertaking an inspection of its equipment, premises, accounting records, documents and information and interview its employees on matters pertaining to its operation, to confirm the applicant's compliance with the terms of grant
- 7) warrants that any activity undertaken in connection with their use of the rebate will comply with any constitution governing their operations and with the laws from time to time in force in South Australia
- 8) agrees that if they
 - a) fail to comply with any of these terms and conditions;

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- b) have, in any dealings with the Minister or with PIRSA or in this Application, provided any false, misleading, incomplete or incorrect information, the applicant will be liable to repay such amount of the rebate as the Minister may demand in writing.
- 9) enters into the undertaking in paragraph 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 the undertaking in paragraph 8), and any other of the terms and conditions in this Application which by their nature would survive expiry, survive the expiry of the grant agreement created by this Application
- 11) confirms that their Primary Production business is not insolvent or under external administration or bankruptcy proceedings and that the business owners are not bankrupt or subject to bankruptcy proceedings at the time of making this Application.
- 12) 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.
- 13) agrees that neither the Minister nor PIRSA will be liable to reimburse any losses of theirs that may result from this Application or the payment of the grant pursuant to this Application or the water infrastructure activities outlined in this Application.
- 14) warrants that the information provided in this Application (including in Section 7 Authorisation, Declaration and Certification) is true and correct in every particular.
- 15) acknowledges that this Application, including any attachments and supporting documents, once submitted to PIRSA 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.
- 16) 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 On-farm Emergency Water Infrastructure Scheme or any other similar program or scheme.

Authorisation, Declaration and Certification

- 1) The applicant authorises the Minister for Primary Industries and Regional Development (**Minister**), acting through the Department of Primary Industries and Regions (**PIRSA**), to obtain and exchange any information regarding my/our affairs from my/our banker, accountant, or other source. If requested, the applicant authorises their banker, accountant or any other business contacts to supply any required information to PIRSA.
- 2) The applicant declares that they own a Primary Production business.
- 3) The applicant

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- a) Declare that they contribute more than 50% of their labour and capital to the Primary Production business and derive more than 50% of their gross individual income from a Primary Production business.

Or

- b) The applicant has commenced our farming operation between 1 July 2018 and 30 April 2024 and 50% of their gross income will be derived from the Primary Production business within three years of the date of this Application.
- 4) The applicant declares that the emergency water infrastructure in respect of the Application is installed for livestock permanently residing or for permanent horticultural plantings on my/our property.