

# 2024 SA Power Networks Community Grants Program Terms and Conditions

## Background

The following terms and conditions apply to the 2024 SA Power Networks Community Grants Program (**Terms and Conditions**).

Submission of an Application is deemed acceptance of these Terms and Conditions.

## 1 Application Process

- 1.1 Applications for the 2024 SA Power Networks Community Grants Program open from 9am, Monday 4 March 2024 ACST and close 5pm, Sunday 14 April 2024 ACST (**Application Period**).
- 1.2 To apply for a SA Power Networks Community Grant, Applicants must meet the Eligibility Criteria, and complete and lodge the Application Form online during the Application Period.
- 1.3 In evaluating, SA Power Networks may require clarification or elaboration of information supplied from Applicants.
- 1.4 Due to limited funding, not every application that meets the Eligibility Criteria may receive a SA Power Networks Community Grant.
- 1.5 Due to SA Power Networks business needs or limitations on funding, SA Power Networks, in its sole and absolute discretion and without recourse to any Applicant or other third party, reserves the right to:
  - (a) reject any or all Applications;
  - (b) accept any Application;
  - (c) award any grant quantum to an Applicant;
  - (d) extend the Application Period; or
  - (e) otherwise amend or cancel the SA Power Networks Community Grants Program including these Terms and Conditions.
- 1.6 SA Power Networks is not obliged to give reasons for the acceptance or rejection of an Application unless the Applicant reasonably requests so.
- 1.7 SA Power Networks may at any time award SA Power Networks Community Grants periodically.

- 1.8 SA Power Networks shall use reasonable endeavours to notify all Applicants of the result of their Application within 60 days of the end of the Application Period (**Determination Period**).
- 1.9 Funding Activities must occur after the Determination Period. The Applicant acknowledges and agrees that if the Funded activity occurs during the Determination Period, the Applicant will not receive a SA Power Networks Community Grant.

## 2 Eligibility Criteria

- 2.1 To be eligible to apply for and receive a SA Power Networks Community Grant, applicants must:
  - (a) be an incorporated not-for-profit organisation, or a registered charity on the ACNC, or a school or community group with a registered Australian Business Number (ABN);
  - (b) deliver the funded activity in South Australia within 12 months from the date of receiving funding; and
  - (c) hold a current bank account in Australia in its name.
- 2.2 SA Power Networks cannot fund:
  - (a) individuals, commercial businesses, for profit organisations and government entities (except public schools and kindergartens as determined by SA Power Networks in its sole discretion);
  - (b) activities outside of South Australia;
  - (c) activities which have already been completed prior to the Application Period;
  - (d) activities which occur during the Determination Period;
  - (e) organisations or activities which do not reflect SA Power Networks values;
  - (f) organisations or activities which do not reflect local community standards;
  - (g) activities which denigrate or exclude members of the community;
  - (h) activities which are or could be perceived to be unsafe or

- cause harm to people, animals or the environment;
- (i) political or religious pursuits;
- (j) organisations or activities associated with gambling, drugs or alcohol; and
- (k) organisations, individuals or bodies unwilling to provide sufficient details on the proposed program.

## 3 Warranties

- 3.1 The Applicant warrants, for the benefit of SA Power Networks, that:
  - (a) information contained in its Application and all other representations made by it in connection with these Terms and Conditions is accurate and complete;
  - (b) the entirety of any SA Power Networks Community Grant awarded will be put towards the Funded Activity set out in its Application;
  - (c) it discloses whether it has received any other funding for the activity described in the Application;
  - (d) it has obtained, or is able to and will obtain, all consents, permits, authorities, licences or other necessary authorisations, and insurances necessary for it to provide the Funded Activity and supply the Applicant Material to SA Power Networks;
  - (e) it is not insolvent, there is no unfulfilled or unsatisfied judgment or court order outstanding against it or its directors or board members, and it is not aware of any court proceeding or action (including pending or potential proceeding or action) that would affect its ability to successfully perform the Funded Activity; and
  - (f) it will not make any claim against SA Power Networks or SA Power Networks' Affiliates in relation to the SA Power Networks Community Grants Program or the Funded Activity.

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## 4 Promotional Activities

- 4.1 The Applicant acknowledges and agrees to:
- (a) on completion of the Funded Activity, complete a written report in the form provided by SA Power Networks which includes:
    - (i) financial acquittal;
    - (ii) activity summary and outcomes;
    - (iii) photographs;
    - (iv) videos (if applicable);
    - (v) any other relevant information reasonably requested by SA Power Networks;
  - (b) SA Power Networks promoting Application details including funding amount and activity on the SA Power Networks Website, social media, through annual reports and other channels, and
  - (c) Where appropriate, SA Power Networks participating in the Funded Activity and any promotional activities related to the Funded Activity.

## 5 Intellectual Property

- 5.1 Applicant Material is licensed to SA Power Networks on a non-exclusive, perpetual, royalty-free, world-wide (including the right to sublicense) basis to use, reproduce, adapt, develop and exploit.

## 6 Indemnity and Release

- 6.1 The Applicant acknowledges that it is solely responsible for the conduct of any activities associated with these Terms & Conditions and SA Power Networks has no financial obligation or liability to the successful Applicant other than the SA Power Networks Community Grant.
- 6.2 The Applicant indemnifies and will keep indemnified, and releases, SA Power Networks and SA Power Networks' Affiliates in respect of any loss, damage, expense, suit, proceeding, action, liability or cost which may be suffered or

incurred by SA Power Networks or its Affiliates in relation to the Funded Activity, promotional activities, and Applicant Material, except to the extent that SA Power Networks breached these Terms and Conditions, is negligent or acts unlawfully.

## 7 Privacy

- 7.1 SA Power Networks may collect Personal Information for the purposes of determining an Application, or awarding a SA Power Networks Community Grant, or in the promotion of the Funded Activity.
- 7.2 The Applicant acknowledges and agrees to SA Power Networks storing and handling Personal Information in accordance with our [Privacy Policy](#).

## 8 GST

- 8.1 If a party (**supplying party**) makes a taxable supply under this agreement the party that is liable to provide the consideration (**receiving party**) must also pay an amount equal to the GST payable by the supplying party.
- 8.2 Upon receipt of a valid tax invoice, the receiving party is required to pay the GST amount at the same time it is liable to provide the consideration.
- 8.3 Any cost or expense that is required to be reimbursed or indemnified under this agreement must exclude any amount in respect of GST included in the cost or expense for which the party seeking reimbursement was or is entitled to claim an input tax credit.

## 9 General

### Governing law

- 9.1 This Agreement is governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of the courts of South Australia.

### Severability

- 9.2 Any provision in this Agreement which is invalid, void or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. Otherwise, it is to be severed to the extent of that invalidity, voidness or unenforceability, without affecting the remaining

provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

## Entire Agreement

- 9.3 To the extent permitted by law, these Terms and Conditions constitute the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to this subject matter.

## No partnership

- 9.4 The Applicant must not represent itself and must ensure that its employees, personnel and agents do not represent themselves as being SA Power Networks partners, personnel, employees or agents.

## 10 Termination

- 10.1 SA Power Networks may terminate this agreement with immediate effect by written notice to the Applicant if the Applicant or its representatives engage in conduct, or is a party to the doing of any act, matter or thing, that in the reasonable opinion of SA Power Networks is likely to prejudicially affect or be damaging to SA Power Networks' reputation of reflect unfavourably on it.
- 10.2 SA Power Networks may terminate this Agreement with immediate effect by written notice to the Applicant if the Applicant fails to deliver the Funded Activity within 12 months from the date of receiving funding, or within another time period as otherwise agreed by the parties in writing.
- 10.3 If this Agreement is terminated under clauses 10.1 or 10.2, on request of SA Power Networks, the Applicant will immediately refund any SA Power Networks Community Grant awarded to it to SA Power Networks.
- 10.4 In the event this Agreement is terminated by SA Power Networks due to breach of these terms by the Applicant, or any other fault of the Applicant, the Applicant acknowledges and agrees that it is ineligible for all future grants awarded by SA Power Networks.

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## 11 Interpretation

### Definition

11.1 These meanings apply unless the contrary intention appears:

**Affiliates** means:

- (a) any legal entity that is a related body corporate or subsidiary of SA Power Networks (including subsidiaries of the related bodies corporate); and
- (b) any legal entity whose assets are managed or operated by SA Power Networks related bodies corporate.

For the purposes of this definition, the terms "related body corporate" and "subsidiary" have the meanings given to those terms in the *Corporations Act 2001* (Cth).

**Applicant** means the party listed as the Applicant on the Application Form.

**Applicant Material** means any information and material supplied by the Applicant under this Agreement including but not limited to information set out in the Application Form, outcomes of the Funded Activity and photographs.

**Application Form** means the online form set out on [www.sapowernetworks.com.au/communitygrants/](http://www.sapowernetworks.com.au/communitygrants/)

**Application** means a complete and submitted Application Form.

**Eligibility Criteria** means the items listed in clause 2.1 that the Applicant must meet to be eligible for a Community Grant.

**Funded Activity** means SA Power Networks award of a SA Power Networks Community Grant to an Applicant that meets the Eligibility Criteria and provide a community activity to empower activities, programs or events which help make a positive impact in keeping our community safe, supporting customers and community, growing a sustainable state and supporting innovation for future growth.

**Personal Information** has the meaning as set out in the *Privacy Act 1988* (Cth).

**SA Power Networks Community Grant** means any funding awarded under the SA Power Networks

Community Grants Program.

**SA Power Networks Community Grants Program** has the meaning given on the SA Power Networks Website.

**SA Power Networks**

**Website** means

[www.sapowernetworks.com.au](http://www.sapowernetworks.com.au) and [www.talkingpower.com.au](http://www.talkingpower.com.au)

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