



AN AUSTRALIAN GOVERNMENT INITIATIVE

Tweed Shire Council  
Dr Marty Hancock  
PO Box 816  
MURWILLUMBAH NSW 2484

**RIPARIAN PROJ**

TWEED SHIRE COUNCIL	
FILE No.	ENVIRO TRUST GRANTS
Doc. No.	
RECD	12 OCT 2007
ASSIGNED TO:	HANCOCK M
HARD COPY	<input type="checkbox"/>
IMAGE	<input checked="" type="checkbox"/>

Dear Dr Hancock

Congratulations – funding for Stainlay W G & N M's Australian Government Envirofund Round 9 proposal in relation to Riparian Vegetation for Tweed Cane Farms has been approved. Stainlay W G & N M nominated you in the proposal as the sponsor of the project.

Funding of \$32,863.64 is being offered for project **64146**. Any change to the amount of funding originally requested and any special conditions that may apply are explained in Schedule 1 of the enclosed Funding Agreement. The steps you need to take to accept the funding are set out in the enclosed documents.

Approval of Round 9 Envirofund projects increases the Australian Government's Natural Heritage Trust contribution to local natural resource management activities to more than \$130 million. Since establishing this community component of the Natural Heritage Trust in 2002, thousands of individuals and community groups have received support to take part in 7,970 Envirofund projects tackling local problems to protect the Australian environment by conserving biodiversity and improving sustainability.

Your local Federal Member of Parliament may contact you to discuss the possibility of organising an event to celebrate and promote your project in your local community.

We wish you and your supporters every success with this Envirofund project. Thank you for the important role you are playing in protecting and enhancing our natural resources.

If you have any questions, please contact the Envirofund on 1800 303 863 and quote your project identification number **64146**.

Yours sincerely

Kate Gowland  
Director  
Australian Government Envirofund



**Natural Heritage Trust**

*Helping Communities Helping Australia*  
An Australian Government Initiative



## FUNDING AGREEMENT

**Dated** when signed on behalf of the Commonwealth of Australia

### Between

The Commonwealth of Australia acting through the Australian Government Envirofund, ABN 34 190 894 983 002, (known in this Agreement as "we")

and

Tweed Shire Council, ABN 90 178 732 496, (known in this Agreement as "you").

### Background

- A. We make funds available for individuals and groups to undertake small projects aimed at conserving biodiversity and sustainable resource use at the local level.
- B. We are prepared to fund you to undertake the project described in Schedule 1 of this Agreement.
- C. It is a condition of the funding for the project that you comply with this Agreement.
- D. If we also approve funding for fencing, then clause 21 and Schedule 2 apply — otherwise, they do not apply.

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## **Your legal responsibility**

1. Only individuals and incorporated legal entities are eligible for Envirofund funding.

If you are not an individual, you must notify us if at any time during the period of this Agreement it appears likely that you will become unincorporated, or if you become unincorporated.

If you are a trustee of a trust, then you warrant that:

- you have the power to enter this Agreement; and
- you are not in breach of any document constituting that trust (for example, the trust deed).

## **When this Agreement starts**

2. The Agreement starts as soon as we sign the Agreement — after you have first completed, signed, and returned to us all the documents referred to in this Agreement and its schedules. If we do not receive these documents by **29 October**, then our offer to fund your project will lapse.

## **When you are to complete this project**

3. You must arrange for the project to be completed within 18 months of the start of this Agreement. However, we may agree to extend that deadline if completing the project on time is prevented by the weather or unforeseen circumstances. If you need to seek a project variation please contact the Australian Government Envirofund Unit on 1800 303 863 to discuss.

However, we may end the Agreement early in the ways allowed in clause 4.

## **How and when we can end this Agreement early**

4. We can end this Agreement early by giving you written notice. If that happens, then the Agreement ends as soon as you receive our written notice. We will only end the Agreement early if we consider it appropriate to do so.

**4.1 Payments stop** If we end the Agreement, then the only further funds we will pay you are for amounts that you are able to show in writing that you were legally committed (in writing) to paying both:

- in accordance with this Agreement; and
- at the time we ended the Agreement.

We will not pay you any other amounts.

**4.2 Amounts you must repay** If we end the Agreement early, then you must repay to us all amounts we have paid to you:

- other than those amounts that you have spent legally in accordance with this Agreement. That means you must repay us any amounts spent in breach of this Agreement even if you have already paid them to someone else; and
- other than those amounts that you are able to show in writing that you were legally committed (in writing) to paying (in accordance with this Agreement) at the time we ended the Agreement.

Any amounts you owe us under 4.2 are to be treated as a debt due to us, which we are able to recover as a debt in any court of competent jurisdiction.

**4.3 We may have other rights** This clause 4 does not limit or exclude any of our other rights — including the right to recover any other amounts from you when this Agreement ends.

**4.4 Your costs** If we end the Agreement early, then you will be entitled to any reasonable costs incurred by you and directly attributable to the ending of this Agreement — as long as:

- the reason we ended the Agreement does not relate to you either being in breach of the Agreement, or mispending funds under it; and
- you comply with this clause; and
- you can prove those costs.

However, you will not be entitled to compensation for any lost profits, benefits, or prospective profits or benefits.

### **Documents recording our relationship**

**5.** This document, its schedules and the other attachments referred to in this document form the entire Agreement between us and you in relation to the funding. It takes precedence over any proposal or application that you may have given us for the funding.

Any variation of the Agreement must be agreed in writing between you and us.

### **Nature of relationship between you and us**

**6.** This Agreement does not create an employment relationship between us and you. In particular, none of you, your officers, employees, agents,

subcontractors or any volunteers become our employees under this Agreement. Also, we are not responsible for any acts or omissions by you or any of them.

### **General conduct of the project**

7. In conducting the project, you must comply with the requirements in clauses 7.1 to 7.8.

**7.1 Diligent** You must carry out the project within the project period and in accordance with:

- this Agreement;
- the Australian Government Envirofund *Guide and Application Form Round 9*, and
- your application, subject to any modifications specified in Schedule 1.

You must do that diligently, effectively and to a reasonable standard.

**7.2 Law etc.** You must undertake the project in accordance with all relevant laws.

You should note that under the *Criminal Code Act 1995 (Cth)*, giving false or misleading information is a serious offence.

You must ensure that all necessary approvals and permits are obtained before starting any work that requires an approval or permit. If before starting work on a project, you know that an approval or a permit will be required, then you must arrange that approval or permit as soon as you can.

**7.3 Discuss** You must, if possible, discuss your project with an appropriate Natural Resource Management Facilitator before the project commences. A contact list of facilitators is available on the Natural Resource Management website at [www.nrm.gov.au/contacts/regionalfacilitators.html](http://www.nrm.gov.au/contacts/regionalfacilitators.html).

**7.4 Consult Indigenous people** If there is a possibility that your project may affect the rights or interests etc. of local Aboriginal or Torres Strait Islander individuals or organisations, or an Indigenous heritage place or value, then you must consult with the appropriate individuals or organisations. Also, consult the guide "*Ask First: A guide to respecting Indigenous heritage places and values*", available on the Australian Heritage Council's website at [www.ahc.gov.au/publications/ask-first.html](http://www.ahc.gov.au/publications/ask-first.html).

- 7.5 Local plants** In any vegetation and revegetation activities related to your project, you must (wherever appropriate) plant local endemic species.
- 7.6 Acknowledge Envirofund's role** At any media event related to your project, you must verbally acknowledge the Australian Government's contribution through the Australian Government Envirofund. You must also do that in writing in any publication produced as part of the project — you must do that in accordance with the *Australian Government Envirofund Brand Style Guide* – a copy of which can be found on the Natural Heritage Trust website at [www.nht.gov.au/publications/guidelines/envirofund-styleguide.html](http://www.nht.gov.au/publications/guidelines/envirofund-styleguide.html).
- 7.7 Invite Members of Parliament to events** If your project is to be brought to the public's attention at any event, then you need to invite to that event both a Senator from your State or Territory, and the Federal Member of Parliament for the electorate in which your organisation is based. If possible, you need to give them at least 2 weeks' notice of that event. You must do this whether the activity is generated on behalf of the project or forms part of other promotional activities.
- 7.8 Approval required to transfer your rights** You must not assign your rights under this Agreement without first getting our written approval.

### **How you must use and manage project-related funds**

- 8.** The project involves funds that we provide to you as well as your matching contribution. You may have also obtained contributions from other organisations. This clause sets out your obligations in connection with project-related funding.
- 8.1 Spend on your project** You must spend the funds we provide to you only for this project — and only in accordance with this Agreement. However, we may agree changes to the project budget if necessary during the term of the project. If you need to seek a project variation please contact the Australian Government Envirofund Unit on 1800 303 863 to discuss.
- 8.2 Spend your own contribution** Your project was approved on the basis of the budget you submitted with your application — which included certain amounts that you committed to the project. You must spend the amounts you committed to the project on the project and in accordance with this Agreement. Normally, when you calculate your financial contribution to the project, you may not include amounts you received from:



- another Natural Heritage Trust project; or
- another Australian Government program; or
- a State or Territory Government program.

However, if you are an Indigenous group or community, then you can include amounts from the following organisations as long as you have identified the in-kind and other contributions that you can bring to the project:

- any Australian Government funded Indigenous programs; and
- the Indigenous Land Corporation; and
- the Community Development Employment Program.

**8.3 Keep accounting and other records** You must keep full and accurate records of the conduct and accounting of the project. In particular, your accounting records must separately identify the receipt and expenditure of the funds — so that at all times the funds can be identified and found. You must keep all records for 7 years after the end of the project.

**8.4 Account in your name and control** You must keep the funds in an account in your name, under your sole control. The account must be held with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia. Before we send you any funds, you must give us written details sufficient to identify this account (see Schedule 3, attached).

**8.5 Interest on funds is part of funds** All net income you receive as interest on the funds forms part of the funds for all purposes of this Agreement.

**8.6 Unspent funds** Any unspent funding is to be returned to us within 90 days of the completion date for the project, unless approval is given by us for you to spend the funding on a variation to the project. If you need to seek a project variation in relation to unspent funds please contact the Australian Government Envirofund Unit on 1800 303 863.

**8.7 Follow our directions** If you have spent funds in breach of this Agreement, or in a way that we consider to be unreasonable or inappropriate, or if you have not returned unspent funding as required under clause 8.6, then you must within 20 business days after we, in writing, require you to do so:

- refund those amounts to us; or

- deal with them as we direct you to.

### **Allow us access to premises and records**

**9.** You must allow (and if you are not the landholder, you must enable and arrange for) us and our authorised representatives for any purposes under this Agreement:

- to have access at all reasonable times to all project sites and premises at which material or records associated with the Agreement are stored or at which project work takes place; and
- for any purpose under this Agreement, to inspect and copy material and records in your possession or control.

**9.1 You must provide assistance** You must provide all reasonable assistance to us (and our authorised representatives) when we exercise our rights under this clause 9. In exercising our rights under this clause, we will:

- provide you with reasonable notice (unless we believe there has been, or will be, a breach of the law); and
- respect and comply with your reasonable security procedures.

### **Your reporting responsibilities**

**10.** You must report on the project in the ways required in 10.1 to 10.4. (However, if your project received funding from us of less than \$5,000 (including any GST), then you do not need to comply with 10.3.)

**10.1 Survey form** When you send in this Agreement, you must also complete and return the Pre-Project Survey Form (Schedule 4).

**10.2 Final report** Within 90 days after the end of the project, you need to complete and return to us a copy of the Envirofund Monitoring, Evaluation and Final Report Package. A copy of this document will be forwarded to you in the coming months. The Monitoring, Evaluation and Final Report Package contains documents that need to be filled out by you, including;

- a statement of project expenses and receipts; and
- a completed Statutory Declaration, to verify that you have spent the funds for the project in accordance with this Agreement.

The Final Report and Statutory Declaration must be signed by a person with the appropriate authority and knowledge to do so, such as your Public Officer or the person who signs this Agreement.

**10.3 Independently audited financial statement** If your project received funding from us of \$5,000 or more (including any GST), then, within 90 days after the end of the project, you must give us an independently audited statement of project expenses and receipts. The statement must:

- set out whether the project's financial accounts are accurate; and
- contain a certificate that the funds have been spent for the purposes of and in accordance with this Agreement. The certificate must be signed by any of: a person registered as an auditor under the Corporations Law, or a member of any of the Institute of Chartered Accountants in Australia, CPA Australia, or the National Institute of Accountants.

**10.4 Original documents** You must provide us with the originals of all documents required by clauses 10.1 to 10.3.

**10.5 Non-compliance** If you do not complete and return the Final Report and Statutory Declaration and, (if applicable) an independently audited statement of project expenses and receipts within 90 days, you must refund the funds if we ask you to do so.

### **What information we may give to others about you and the project**

**11.** We may be required to give information in relation to the funding or this Agreement — for example, we may need to give it to a court, a parliamentary body, a government agency, or under any law. Accordingly, we do not undertake to treat any of your information (or this Agreement) as confidential information apart from any project material or existing material that comprises traditional indigenous knowledge that in the opinion of its traditional owners should not be in the public domain.

### **Your responsibilities when working with others — including subcontractors**

**12.** The obligations in 12.1 to 12.5 apply if you involve others in the project, including subcontractors.

**12.1 Supervision** You must supervise anyone involved with the project to ensure the work is performed adequately.

**12.2 Payment** You may use project funds to pay independent contractors in accordance with an approved budget.

**12.3 Ensuring proper conduct** If you arrange for other persons or organisations to perform some of the project, then you must ensure that they accurately manage and monitor any project funds they spend.

**12.4 Relationship** Any subcontractor you engage on the project does not become our employee as a result of this Agreement. Also we are not responsible for any acts or omissions by those subcontractors.

**12.5 Our access to premises etc.** You must ensure that any subcontract you enter into for the purpose of this Agreement contains a clause equivalent to clause 9 that allows us, and anyone authorised by us, to have access to premises and materials as specified in that clause.

### **Intellectual property rights under this Agreement**

**13.** You own the intellectual property rights in project material.

**13.1 License to us** However, you grant us a license (including a right of sub-license) to use, reproduce, adapt and exploit the intellectual property rights in project material, for any purpose that the Commonwealth chooses. The license you give us is permanent, irrevocable, free, world-wide, and non-exclusive.

### **Your insurance obligations**

**14.** You must arrange the following insurance cover:

- workers' compensation insurance as required by the law in your State or Territory;
- public liability insurance of at least \$10,000,000 per claim; and
- personal accident and volunteer-workers' cover — unless volunteers are covered by your workers' compensation or public liability insurance.

You must keep that insurance in place for longer than the life of the project or for so long as you have any obligations under the project.

**14.1 Evidence of cover** If we ask for it, then you must give us evidence that you have obtained satisfactory insurance cover. You must do that within 10 days of our request.

**14.2 Effect of insurance cover on your project obligations** The insurance cover you arrange does not limit your liabilities or obligations under this Agreement.

### **Taxes duties and government charges**

**15.** You must pay all taxes, duties and government charges in relation to this Agreement — that is so whether they are payable in Australia or anywhere

else.

- 15.1 ABN** You need to give us your Australian Business Number (ABN). If you don't have one, then you need to send us a completed 'Statement by a Supplier' form claiming an exemption from lodging an ABN. If you don't send us either your ABN or the Form, then we will have to deduct withholding tax from the funds.
- 15.2 We pay any GST you have to pay on the funds** If you are registered for Goods and Services Tax (GST) under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), then the funding amount for the project (set out in Schedule 1) will be increased to cover the GST you have to pay on taxable supplies made by you to us under this Agreement. However, that increase will not include any amount which represents GST you pay on your own inputs and for which you can claim an input tax credit.
- 15.3 Your GST status etc.** You must tell us in writing:
- whether or not you are registered for GST under the GST Act;
  - about any change to your ABN or GST registration as soon as you know of the change; and
  - if you no longer satisfy the requirements of the *Goods and Services Tax Ruling 2000/10* dated 10 May 2000 that came into effect on 1 July 2000.
- 15.4 Our GST status etc.** We are registered under the GST Act. We will notify you of any change in our ABN or GST registration status as soon as we know of any change. Also, we will let you know if we no longer satisfy the requirements of the *Goods and Services Tax Ruling 2000/10* dated 10 May 2000 that came into effect on 1 July 2000.
- 15.5 GST on any supplies you provide to us** If you are registered for GST, we will issue a Recipient Created Tax Invoice (RCTI) for any taxable supply made by you to us under this Agreement. In return, you will not issue tax invoices to us, unless:
- we no longer comply with the *Goods and Services Tax Ruling 2000/10*;  
or
  - we notify you that we will not issue an RCTI in respect of the taxable supplies.

We will issue the RCTI within 28 days of determining the value of the taxable supplies to which the RCTI relates. We will issue any

adjustment notes relating to taxable supplies, for which an RCTI has been issued, within 28 days of the date of adjustment.

### **You indemnify us if things go wrong**

**16.** You indemnify us and our officers, employees, and agents against any cost, loss, or liability (including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or expenses paid by us) that arises from:

- any act or omission by you, or any of your employees, agents, volunteers, or subcontractors in connection with this Agreement, if the person whose conduct gave rise to that liability, loss, damage, or expense was negligent or engaged in an unlawful act or omission or wilful misconduct; or
- any breach by you of your obligations or warranties under this Agreement; or
- our use of the project material or existing material, including any claims by third parties about the ownership or right to use intellectual property rights in project material or existing material.

**16.1** **You do not indemnify to the extent we are at fault** Your liability to indemnify us under this clause will be reduced in proportion to the extent that the relevant loss, damage, expense, or liability arose through our negligent or unlawful act or omission or wilful misconduct.

**16.2** **We have additional rights as well** Our right to be indemnified under this clause is in addition to, and not exclusive of, any other legal right, power, or remedy we have. However, we are not entitled to be compensated for more than the amount of the relevant liability, damage, loss, or expense.

### **Notice requirements**

**17.** All notices under this Agreement must be given in writing, either:

- directed to the recipient's address as shown in this Agreement or as updated by a notice; or
- hand delivered or sent by pre-paid post or electronic communication to that address.

The parties' address details are as specified in Schedule 1.

**17.1 When notice is received** A notice given in accordance with this clause is taken to be received:

- if hand delivered, on delivery; or
- if sent by pre-paid post, 5 business days after the date of posting; or
- if sent by electronic communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999 (Cth)* if a notice was being given under a law of the Commonwealth.

### **Continuation of this Agreement**

**18.** After this Agreement ends, the obligations in the following documents and clauses continue to apply:

- the letter of offer; and
- clauses 6, 8, 9, 10, 11, 13, 14 15, and 16, Schedule 1 and Schedule 2 (if Schedule 2 applies) of this Agreement.

### **Resolution of conflict or inconsistencies between documents**

**19.** If there is a conflict or inconsistency between this document, Schedule 1, Schedule 2, Schedule 3, Schedule 4 or any attachments, then the material mentioned first overrules the material mentioned later — to the extent of any conflict or inconsistency.

### **The law governing this Agreement**

**20.** The laws of the Australian Capital Territory apply to this Agreement and the courts of the Australian Capital Territory have non-exclusive jurisdiction in respect to any dispute under this Agreement.

### **Fencing: special conditions**

**21.** If your project includes fencing and our contribution to the cost of the fencing is more than \$800 per kilometre (including all labour, materials, and GST), then special conditions apply. (If our contribution to the cost of the fencing is less than \$800 per kilometre, then the special conditions do not apply. In that case, you can ignore the rest of this clause and all of Schedule 2.)

#### **Which special conditions apply?**

**21.1** If our contribution to the cost of the project fencing:

- is between \$800 and \$4,001 per kilometre, then you can choose to comply with one of the options in 21.2 to 21.4.
- is more than \$4,000 per kilometre and:

- the fencing is for dune fencing or fencing in difficult terrain, then you can choose to comply with one of the options in 21.2 to 21.4; or
- the fencing is for any thing else, then you must comply with the option in 21.4.

**What are the options?**

**21.2 Option 1**

If you choose Option 1, then:

- if you own or occupy the land on which the project is to take place, you must comply with the conditions in the Fencing Management Agreement in Schedule 2; or
- if you do not own or occupy the land, you must enter into the Fencing Management Agreement in Schedule 2 either with the landowner or with the person or entity that occupies the land if they hold a lease of at least 15 years and you must ensure that the landowner or occupier complies with the conditions in that Fencing Management Agreement.

**21.3 Option 2**

If you choose Option 2, then within 18 months after the start of this Agreement, you must arrange for the area being fenced to be protected by a conservation covenant or a similar arrangement under State, Territory, or local law that requires the fenced area to be managed for conservation purposes for at least 10 years.

**21.4 Option 3**

If you choose Option 3, then within 18 months after the start of this Agreement, you must arrange for the area being fenced to be protected in perpetuity by a conservation covenant on the title to the land on which the fenced area is located.

(To help you choose between the options, you can read the brochure about conservation covenants that we sent you with this Agreement.)

**Definitions of words used in this Agreement**

**22.** In this Agreement, unless the contrary intention appears:

- ABN** has the same meaning as it has in section 40 of the *A New Tax System (Australian Business Number) Act 1999* (Cth);
- adjustment note** has the same meaning as it has in section 195-1 of the GST Act;
- Agreement** is defined in clause 5;



- business day** in relation to the doing of any action in a place, means any day other than a Saturday, Sunday, or public holiday in that place;
- date of this Agreement** means the date on which we sign and date this Agreement;
- electronic communication** has the same meaning as in the *Electronic Transactions Act 1999 (Cth)*;
- existing material** means all material in existence before the date of this Agreement:
- incorporated in the project material; or
  - supplied with, or as part of the project material; or
  - required to be supplied with, or as part of, the project material;
- funding or funds** means the amount or amounts payable by us under this Agreement, including interest earned on that amount;
- GST** has the same meaning as it has in section 195-1 of the GST Act;
- GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- intellectual property rights** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- letter of offer** refers to the letter Ministers sent you offering you the funding;
- material** includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;
- party** means a party to this Agreement;
- project** means the activity described in Schedule 1, which aims to fulfil one or more of the goals of the Envirofund program, and includes the provision of project material;
- project material** means all material:
- (a) brought into existence for the purpose of performing the project;
  - (b) incorporated in, supplied or required to be supplied along with the material referred to in paragraph (a); or

(c) copied or derived from material referred to in paragraphs (a) or (b);

<b>project period</b>	means the period referred to in clause 3 during which the project needs to be completed;
<b>records</b>	includes documents, information and data stored by any means, and all copies and extracts of them;
<b>taxable supply</b>	has the same meaning as it has in the GST Act;
<b>us, we and our</b>	includes our officers, delegates, employees and agents, and our successors;
<b>you and your</b>	includes, if the context admits, your officers, employees, agents and subcontractors, and your successors.

## EXECUTION CLAUSES

Executed as an agreement by the parties.

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA, General Manager,	
on _____ (date)	_____ sign here
in the presence of	
_____ name of witness	_____ witness sign here

**Sign here if you are authorised to sign on behalf of**

- an incorporated organisation
- or
- a Trustee that is a company or other organisation

Signed on behalf of  
Tweed Shire Council  
ABN 90 178 732 496

on \_\_\_\_\_ (date)

by \_\_\_\_\_ sign here  
print name

(signatory) who by signing warrants that they have the authority to bind  
Tweed Shire Council

in the presence of

\_\_\_\_\_ name of witness

\_\_\_\_\_ witness sign here

**OR**

**Sign here if you are**

- an individual
- or
- an individual Trustee

Signed by  
Tweed Shire Council  
ABN 90 178 732 496

\_\_\_\_\_ print name

\_\_\_\_\_ sign here

on \_\_\_\_\_ (date)

in the presence of

\_\_\_\_\_ name of witness

\_\_\_\_\_ witness sign here

## **Schedule 1**

### **Project details**

#### **1. Project description**

Project 64146 – Riparian Vegetation for Tweed Cane Farms

This project will control erosion at six sites on the Tweed floodplain near Murwillumbah, NSW. Activities to be undertaken include 5km of fencing and revegetation with 350 native plants. Outcomes will be improved water quality in the Tweed River and enhanced natural habitat in the project area.

#### **2. Approved project funds**

\$32,863.64 (not including GST)

If you are registered under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), then the funding amount for the project will be increased to cover the GST you have to pay on taxable supplies made by you to us under this Agreement.

#### **3. Special terms, conditions or advice**

(a) Condition: Nil

(b) Budget Advice: Nil

(c) Advice: The State Assessment Panel requires that you seek advice from the Department of Primary Industries in regard to active flood gate management and acid sulphate soils.

## **Applicant's details**

### **4. Applicant's name**

Stainlay W G & N M

### **5. Applicant's contact officer details**

Please provide the details of the person who will be responsible for the project and to whom the Envirofund should address notices.

Name: .....

Position: .....

Postal Address: .....

Telephone: .....

Mobile: .....

Fax: .....

Email: .....

### **6. Envirofund's details are:**

The Director  
Australian Government Envirofund  
GPO Box 787  
CANBERRA ACT 2601  
Ph: 1800 303 863  
Fax: (02) 6274 2919  
Email: [envirofund@daff.gov.au](mailto:envirofund@daff.gov.au)



Australian Government



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## Schedule 2

### AUSTRALIAN GOVERNMENT ENVIROFUND FENCING MANAGEMENT AGREEMENT

See clause 21 in the Agreement about this Fencing Management Agreement

**Project number and title**                      64146 - Riparian Vegetation for Tweed Cane Farms

**This Agreement binds 'you'** (the person or organisation receiving the funds)  
**and**

- if you own or occupy the land, then leave this blank (you will be the landholder for the purposes of this Fencing Management Agreement);
- if you don't own or occupy the land, then include the details of either the owner or of the lessee if the lessee has a lease of at least 15 years — as this agreement must be between you and them (that owner or lessee will be the landholder for the purposes of this Fencing Management Agreement).

\_\_\_\_\_

\_\_\_\_\_

#### Project details

**Envirofund Funding recipient's legal name**      Tweed Shire Council

Project Manager

Postal Address

Phone

Fax:

Email:

Project site location

#### Contact details of landholder of fenced area (if different from above)

Name

Postal Address

Phone

Fax:

Email:

**Purpose and details of fencing** If there is more than one reason for one piece of fencing, then fill out the details for the main purpose, and just tick the box for the other purposes. If there are separate fences for separate purposes, then fill out the details for each purpose.

- |                          |  |                      |       |
|--------------------------|--|----------------------|-------|
| <input type="checkbox"/> | Remnant vegetation protection                          | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |
| <input type="checkbox"/> | Remnant vegetation rehabilitation                      | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |
| <input type="checkbox"/> | Revegetation protection                                | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |
| <input type="checkbox"/> | Waterway protection                                    | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |
| <input type="checkbox"/> | Management of access to coast                          | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |
| <input type="checkbox"/> | Threatened species habitat protection                  | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |
| <input type="checkbox"/> | Indigenous cultural heritage resources protection      | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |
| <input type="checkbox"/> | Protection of area for other purposes (please specify) | Length of fence (km) | _____ |
|                          |  | Area protected (ha)  | _____ |

**The Landholder agrees to the following conditions:**

**Fencing**

1. The site will be enclosed with a stockproof fence and will be managed for conservation purposes in accordance with the objectives of the funded project.

**Building the fence**

2. The landholder is to build the fence within 18 months of the start of the Australian Government Envirofund project. If the weather (or other considerations) mean that the fence cannot be built within that period, then the landholder may ask for a time extension. If the landholder:
  - is the Envirofund Funding Recipient, then the landholder must ask Envirofund for the extension;
  - is not the Envirofund Funding Recipient, then the landholder must ask that recipient for the extension. That Recipient must then ask Envirofund for an extension.

The request for an extension must be made at the earliest opportunity and before the end of the 18-month period.

**Maintaining the fence**

3. The landholder must maintain the fence in a stockproof condition for 10 years from the start date of this Agreement.

**Monitoring or record-keeping obligations**

4. The landholder must monitor the fence and the enclosed site on a regular basis. Appropriate monitoring activities may include, but are not limited to any of:
  - taking photographs of the site twice a year from a set point with a particular feature in the background to ensure that the same frame can be taken; or
  - recording significant events such as insect attack, fire, drought, flood, mass germination of plants etc; or
  - monitoring the growth of planted species and native regeneration; or
  - monitoring and recording the species density and diversity of native fauna (for example, birds, reptiles and mammals).

The landholder must maintain records of monitoring activities for 10 years from the start date of this Agreement.

**Weed and feral animal control**

5. The landholder must actively control feral animals and weeds in the fenced site.

**Cultural heritage protection**

6. The landholder must protect cultural heritage sites within the fenced site. Also, the landholder must seek appropriate technical advice in relation to cultural heritage protection.

**Limits on grazing for conservation management**

7. Grazing for conservation management of the site is not to occur any earlier than:
  - if the site is remnant vegetation, one year after the fence is complete; or
  - if the site has been planted as part of the project, 3 years after the fence is complete.

The landholder must seek technical advice on the most appropriate grazing regime.

**Access to site**

8. The landholder is to give access to the project site for inspection and project monitoring and evaluation purposes at all reasonable times (and at any time after reasonable notice) to the Envirofund Funding Recipient, and to the Commonwealth of Australia, and its employees. Also, the landholder is to make the fenced site accessible for field days and site visits at mutually convenient times.

**Recovery of fencing materials, costs etc. from landholder**

9. The Envirofund Funding Recipient may recover fencing payments (including for labour, materials, and GST) or materials paid for with Envirofund funding from the landholder if:
- the project-related fencing work has not been performed in accordance with the agreed work program; or
  - if a condition imposed on, or relating to, the work has not been met.

Also, the Commonwealth of Australia may recover those fencing costs from the Envirofund Funding Recipient in accordance with the project Envirofund Funding Agreement.

**Signature of Envirofund Funding Recipient**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Witnessed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

**Signature of landholder (if different from Funding Recipient)**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Witnessed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Witness: \_\_\_\_\_



## Schedule 3

<b>AUSTRALIAN GOVERNMENT ENVIROFUND ROUND 9</b>
---

### YOUR ORGANISATION'S DETAILS

<b>Name of Organisation OR Individual receiving funding:</b>	
Tweed Shire Council	
<b>Contact Details:</b>	
Contact Name:	
Phone No:	
Fax No:	
*Email Address:	
<b>Address Details:</b>	
<b>Street Address:</b> (NOT a Post Office Box)	<b>AND</b> <b>Postal Address:</b>
	<input type="checkbox"/> same as street address
	<input type="checkbox"/> Post Office Box number .....
Suburb/City:	Suburb/City:
State:                      Postcode:	State:                      Postcode:

\* Please note it is important to provide an email address and/or fax number (if available), as payment details will be forwarded to this address.

### YOUR ABN AND GST REGISTRATION DETAILS

<b>Do you have an ABN?</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	➔ If 'No' you must complete the 'Statement by a Supplier' form enclosed with this Agreement
<b>If Yes, please provide your ABN</b>	
ABN	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>If Yes, are you registered for Goods and Services Tax (GST)?</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	

### YOUR BANK ACCOUNT DETAILS

These details will be used for EFT payment and, in any case, are required under clause 8.4 of the Agreement.

<b>Account Name</b>	<b>Account Number</b>
<b>Bank and Branch details</b>	<b>BSB Number</b>

Please note we are no longer able to offer cheques as a payment method. You must provide us with your bank account details.



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## Schedule 4

### ENVIROFUND PRE-PROJECT SURVEY

**The group undertaking the project works should complete this survey and return it with the**

**signed Funding Agreement, in the stamped and addressed envelope to:  
Australian Government Envirofund, GPO Box 787, CANBERRA ACT 2601**

Project No. 64146

1. Project Title: \_\_\_\_\_
2. Name of group undertaking project (not sponsor, if any): \_\_\_\_\_
3. Name of person filling in this survey \_\_\_\_\_
4. What is your main role in the group?
  - Program facilitator/coordinator
  - Project manager
  - Landholder
  - Other volunteer
  - Other \_\_\_\_\_

#### **Current experience and understanding of natural resource management issues**

*In the following questions "you" and "your" refer to the group as a whole, if a community group is undertaking the project. Otherwise, they refer to the individual, partnership or company that is undertaking the project.*

5. How long have you been actively involved with natural resource management issues?  
\_\_\_\_\_ years
6. How would you rate your level of experience in undertaking projects of this kind?  
None  Minimal  Moderate  A lot
7. How would you rate your level of knowledge and understanding of local natural resource management issues?  
None  Minimal  Moderate  A lot

#### **Integration with wider regional/catchment issues**

8. How would you rate your level of awareness of natural resource management issues facing the broader region/catchment?  
Not aware  Slightly aware  Reasonably aware  Very aware

9. Please describe your contact with regional natural resource management organisations.

a. Do you know of any regional natural resource management organisation in your area? (i.e. catchment management board or authority, or similar)?

Yes  (go to 9b) No  (go to 10)

b. If yes, have you contacted the organisation for any reason?

Yes  (go to 9c) No  (go to 10)

c. If yes, to what extent were you satisfied with the level of response to your contact?

Very unsatisfied  Unsatisfied  Satisfied  Very satisfied

d. What was the purpose of your contact?

- To get information about natural resource management issues in the region?
- To get advice about dealing with local natural resource management issues?
- To find out about possible financial assistance to deal with local natural resource management issues?
- Other? \_\_\_\_\_

#### Technical Advice and Assistance

10. Please describe the advice and assistance you have received.

a. Have you had any assistance in the development and preparation for this project, including preparation of the application?

Yes  (go to 10b) No  (no further questions)

b. If so, from whom?

- Australian Government, regional or local Natural Resource Management Facilitator
- State or Territory Government agency
- Local Government
- Other (name of organisation) \_\_\_\_\_

c. How satisfied were you with this assistance?

Very unsatisfied  Unsatisfied  Satisfied  Very satisfied

#### Participation in Follow-up Evaluation

This survey is to assist the Australian Government better understand the needs of community groups or organisations wishing to participate in natural resource management activities. After you have completed your project, you may be invited to participate in a follow-up survey as part of an evaluation of the Envirofund.

Thank you for your assistance.

**Please keep a copy of this form for your records**



## **THE GREEN GUIDE**

### **Australian Government Envirofund Round 9**

### **Instructions for accepting your offer of funding and completing your Envirofund Funding Agreement**

#### **Contents**

Your Envirofund Funding Agreement.....	2
GST Information Sheet – do Envirofund payments include GST?.....	5
Insurance Information Sheet .....	6
Checklist for Signing and Returning Documents To Envirofund .....	8

**Australian Government Envirofund  
GPO Box 787  
CANBERRA ACT 2601  
[www.nht.gov.au/envirofund](http://www.nht.gov.au/envirofund)  
Freecall 1800 303 863**



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## Your Envirofund Funding Agreement

A Funding Agreement is a contract that covers the conditions of funding, including your responsibility to keep proper accounting records, your reporting obligations and project site access by the sponsor and Australian Government representatives or their agents.

### Funding offer to you

Through the Australian Government Envirofund, the Commonwealth of Australia is offering you funding for a Round 9 Envirofund project. The details of the project are set out in Schedule 1 of the Funding Agreement. The offer is made on the basis that you comply with conditions and clauses outlined within the Funding Agreement.

### How do you accept the offer?

To accept the offer of funding you need to complete, sign and return various documents as set out below. You may also need to comply with special conditions as set out in Schedule 1 of the Funding Agreement.

Please read all documents in this package carefully - they describe your rights and responsibilities under the Envirofund Round 9 Funding Agreement.

### What documents do you need to sign or complete?

To accept the funding offer, you must first:

- sign and date both copies of the Funding Agreement (the white and the yellow);
- complete 'Applicant's contact officer details' at section 5 of Schedule 1 to the Funding Agreement;
- if applicable, sign and date both copies of Schedule 2 (the Fencing Management Agreement) and, if required, also have them signed and dated by the landholder. Where applicable (see Clause 21) a separate Fencing Management Agreement (Schedule 2) is required for each individual landholder;
- complete the yellow copy of the ABN, GST registration and bank details form at Schedule 3 of the Funding Agreement;
- complete Schedule 4 - the Pre-Project Survey form;
- If relevant, you will also need to fill out and return to us the ATO Statement by a Supplier form (enclosed) referred to in clause 15.1 of the Funding Agreement. For further information regarding GST please read the GST information sheet on Page 5 of this guide.

We have supplied a checklist on page 8 of this guide to help you compile your documents for return to us.

**What documents do you need to return?**

Please return to us both of the signed copies of the Funding Agreement and Schedules (the white and the yellow). Please return the entire documents, not just the signature pages.

Please **do not** issue us with a tax invoice for the project funding, as the Agreement says that we will issue a Recipient Created Tax Invoice.

**What do you need to keep?**

For now, please return all the documents to us for processing (you may wish to take a photocopy for your records). Once we have countersigned the Funding Agreement and processed any other forms, we will keep the yellow copies of the documents and send you back the white copy of the Funding Agreement.

**When do you need to return the documents by - and why?**

Please return the signed and completed documents to us by the date stated in clause 2 (page 1) of the Funding Agreement. If we do not receive the completed documents by this date then our offer to fund your project will lapse and you will no longer be entitled to funding.

**When does the Agreement start and end?**

Once we have received all the properly completed and signed documents from you, we will countersign the Funding Agreement and process a payment. The Agreement between the Commonwealth of Australia and you begins as soon as the Envirofund delegate has countersigned the Funding Agreement.

**When does the project start and end?**

The project starts when we sign the Agreement. The project should be completed within 18 months of the starting date. This is discussed in more detail at clause 3 of the Funding Agreement. Please note that some of the obligations under the Funding Agreement continue after the project ends.

**What are your ongoing eligibility requirements?**

Finally, we remind you that only individuals and incorporated legal entities (for example, incorporated associations) are eligible to receive Envirofund funding. If you were an incorporated entity at the time you applied for funding, then you must let us know:

- if you have become unincorporated since you applied; or
- at any stage during the project, if it appears likely that you will become unincorporated, or if you become unincorporated.

If you have not applied as an individual and are not incorporated, to receive the funding you must find a sponsor that is either an individual or an incorporated legal entity that is willing to take legal responsibility for the project. A suitable entity might be your local council, or any incorporated association, such as a landcare group.

**Any questions?**

If you have any questions about this Agreement, or about any adjustments that may be required to the approved project, please contact the Australian Government Envirofund Unit on Freecall 1800 303 863 or by email at [envirofund@daff.gov.au](mailto:envirofund@daff.gov.au).

### **Further Information that will help you**

The following information has been referred to in the Funding Agreement and has been provided to assist you with filling out your documents and with other phases of your project.

#### **Before starting your project please read:**

1. GST information sheet (page 5 of this guide)
2. Insurance information sheet – referred to at clause 14 of the Funding Agreement (page 6 of this guide)

#### **During and after your project please fill out then return to us:**

3. A Monitoring, Evaluation and Final Report Package – referred to at clause 10 of the Funding Agreement. The Monitoring, Evaluation and Final Report package will be forwarded to you in the coming months.

#### **Other useful information you should familiarise yourself with – available online:**

4. Facilitator network contact details – referred to at clause 7.3 of the Funding Agreement (available at [www.nrm.gov.au/contacts/regionalfacilitators.html](http://www.nrm.gov.au/contacts/regionalfacilitators.html))
5. *Ask First: a guide to respecting Indigenous heritage places and values* – referred to at clause 7.4 of the Funding Agreement (available at [www.ahc.gov.au/publications/ask-first.html](http://www.ahc.gov.au/publications/ask-first.html))
6. *Australian Government Brand Style Guide* (for signage and logo requirements) – referred to at clause 7.6 of the Funding Agreement (available at [www.nht.gov.au/publications/guidelines/envirofund-styleguide.html](http://www.nht.gov.au/publications/guidelines/envirofund-styleguide.html))
7. *Covenants for Conservation* – referred to at clause 21.1 of the Funding Agreement (available at [www.environment.gov.au/land/publications/covenants/index.html](http://www.environment.gov.au/land/publications/covenants/index.html))
8. *Frequently Asked Questions* are available at [www.nht.gov.au/envirofund](http://www.nht.gov.au/envirofund)

If you would like a hard copy of any of these documents please contact Envirofund on 1800 303 863 and we will mail them out to you.

**Australian Government Envirofund**  
**GPO Box 787**  
**CANBERRA ACT 2601**  
**[www.nht.gov.au/envirofund](http://www.nht.gov.au/envirofund)**  
**Freecall 1800 303 863**



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## GST Information Sheet – do Envirofund payments include GST?

We asked you to submit your project budget as **GST inclusive**.  
The ministerial funding announcements used **GST exclusive** figures.  
The funding agreement shows the grant amount as **GST exclusive**.

### If you are GST registered

- o The Envirofund will generate a tax invoice on your behalf for the **GST exclusive** amount indicated on the funding agreement.
- o The payment you will receive is **GST inclusive**, that is funding agreement amount + 10% GST, for example:
 

• Envirofund grant amount in agreement	\$20,000.00
• add 10% GST	\$2,000.00
• total payment from Envirofund	<b>\$22,000.00</b>

### If you are not GST registered and have an Australian business number (ABN)

- o You will receive the amount on the Funding Agreement (**GST exclusive**). The Envirofund Grant is paid exclusive of GST because you are unable to raise a valid tax invoice, for example:
 

• grant amount in agreement (GST exclusive)	\$38,500.00
• total grant payment	<b>\$38,500.00</b>
- o Any GST on goods and services purchased for the project are not claimable from the Envirofund or the Australian Taxation Office and is not included in the grant funding.

### If you are not GST registered and do not have an ABN

- o If you provide us with a completed Statement by a Supplier form, the full **GST exclusive** amount of the grant will be paid to you (as per example above for not GST registered but with ABN). The grant is paid GST exclusive because you are unable to raise a valid tax invoice.
- o If you do not meet the criteria for the Statement by a Supplier form then 48.5% of the **GST exclusive** amount of the grant must be withheld as 'No ABN Withholding Tax' and forwarded to the Australian Taxation Office. A certificate will be sent to you after the end of the financial year showing the amount withheld for 'No ABN Withholding Tax'. You are then able to claim the 'No ABN Withholding Tax' in your tax return.

**For additional information on GST issues relating to your grant, you may wish to contact your tax adviser or visit the Australian Taxation Office website at [www.ato.gov.au](http://www.ato.gov.au).**





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## Insurance Information Sheet

This information sheet has been compiled from public sources to provide some general information that may assist Envirofund funding recipients obtain the insurance that is required under the funding agreements for Australian Government Envirofund projects. The Australian Government Envirofund is aware that there is some concern in the community about the increasing cost of public liability insurance premiums, and the implications that this may have for the activities of community-based organisations and projects.

The Australian Government does not endorse any particular business or product and accepts no responsibility for any advice or product that may be offered, or provided by or through, any of the organisations listed.

Envirofund funding recipients should make their own enquiries and where necessary seek appropriate professional advice regarding their particular circumstances and insurance requirements.

Some State and Territory governments have legislated to limit public liability claims and to protect volunteers engaged in community activities from public liability litigation. Information on this subject may be obtained at the Our Community web site: [www.ourcommunity.com.au](http://www.ourcommunity.com.au) – go to the 'Community Group' link to find a series of helpful information sheets. For further information about such legal reforms, organisations should contact the relevant State and Territory governments.

The Insurance Council of Australia (ICA) website is also useful for updates on public liability issues. See [www.ica.com.au](http://www.ica.com.au) or call 02 9253 5100.

### What Insurance is required for Envirofund purposes?

The funding agreement for the Australian Government Envirofund requires that the following insurance cover is in place for projects funded by the Envirofund:

- workers' compensation insurance as required by State or Territory law;
- public liability insurance to the value of not less than \$10,000,000 per claim (volunteers must also be covered by this insurance); and
- in respect of any volunteers involved with the project, separate personal accident and volunteer workers' cover, unless loss or injury to volunteers is covered by your workers' compensation or public liability insurance.

This insurance must be in place as soon as possible after your funding agreement commences and before work starts. It is advisable to seek insurance, or renewal of insurance, in sufficient time to allow the insurer to make a proper risk assessment. As a general rule, applications or reapplications for insurance should occur no later than six to eight weeks before cover is needed.

Envirofund funding recipients relying on an insurance broker should ensure that their broker makes a timely application on their behalf. They should also ensure that the broker keeps them closely informed about the progress of their application.

### **What is Workers' Compensation Insurance?**

In almost all cases workers' compensation insurance is compulsory where a person or organisation has paid employees. If a person is injured during the course of their employment, the workers' compensation insurance will generally cover expenses such as wages and medical bills. Independent contractors usually have their own insurance cover.

For further information contact WorkCover in your State or Territory. The website [www.business.gov.au](http://www.business.gov.au) provides information on insurance and workers compensation requirements.

### **What is Public Liability Insurance?**

Public liability insurance covers claims made by third parties in respect of injury, damage or loss arising out of the activities of the insured. You may need to check the extent of cover to ensure that product liability is included in the group's policy. This is particularly relevant where the group sells food or products as part of a fundraising effort.

### **What is Personal Accident Insurance and Volunteer Workers' Insurance?**

Personal accident insurance and volunteer workers' insurance generally covers members, volunteers, officials and participants for out-of-pocket expenses following accidental injury, disability or death while undertaking activities on behalf of an individual or organisation. This type of insurance would normally cover loss of income if the injured party were unable to work.

### **Can Individuals working on their own land upgrade their insurance cover?**

It may be possible for individuals and organisations that have insurance policies concerning their business activities to upgrade that cover to meet the requirements of the Envirofund funding agreement. You should contact your insurer. It is important that full particulars about proposed activities, including the number of extra personnel, volunteers, etc are provided when making enquiries.

### **Unauthorised insurers**

There are some brokers who are offering cover to community groups that is provided by an unauthorised insurer. This means that the insurers are not authorised under Australian law and are therefore not subject to the same level of prudential regulation as authorised insurers. Current Australian Government legislation (the Insurance (Agents and Brokers) Act 1984 (Cth)) allows - insurance brokers or registered foreign insurance agents to offer and provide consumers with access to insurance products sourced from foreign insurers who are not authorised insurers under Australian law. In these instances, the legislation also requires that the insurance broker or foreign agent provide the consumer with appropriate notification and disclosure regarding the placement of business with such a foreign insurer.

A list of all companies authorised to conduct insurance business in Australia appears on the Australian Prudential Regulation Authorities (APRA) website at [www.apra.gov.au](http://www.apra.gov.au). The APRA call centre 1300 131 060 can answer queries about the license status of individual companies. Insurance brokers and providers throughout Australia

The National Insurance Brokers Association of Australia's website [www.needabroker.com.au](http://www.needabroker.com.au) has a national list of insurance brokers with specialities including public liability and volunteer groups.



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### Checklist for Signing and Returning Documents To Envirofund

FUNDING AGREEMENT	PAPERS SIGNED & ENCLOSED ✓	NOTES
Sign and date both copies of the Funding Agreement (the white and the yellow)		
Complete both copies of Schedule 1 of the Funding Agreement (the white and the yellow)		
If applicable sign and date both copies of Schedule 2 of the Funding Agreement (the Fencing Management Agreement) and, if required, also have them signed and dated by the landholder (see clause 21 of the Funding Agreement for further information)		
Complete Schedule 3 of the Funding Agreement – Your organisations details		
Complete Schedule 4 – the Pre-Project Survey form		
If relevant fill out and return the ATO Statement by a Supplier form (see the GST information sheet on page 5 of this guide for more information)		

Please keep copies of the entire funding agreement and any other documents you are returning to us for your records

**Return all documents to: The Director  
Australian Government Envirofund  
GPO Box 787  
CANBERRA ACT 2601**



# Statement by a supplier

## Reason for not quoting an Australian business number (ABN) to an enterprise

Name of supplier

Address of supplier

Under the pay as you go legislation and guidelines produced by the Tax Office I provide you with a written statement that explains why I have not quoted an ABN for the current and future supply of goods and services to you.

Tick the appropriate box

The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a **private recreational pursuit or hobby**

The supply is made to you in my capacity as an individual, and the supply is wholly of a **private or domestic nature for me**

I (or the supplier that I represent) am/is a **non-resident who is not carrying on an enterprise in Australia**

The whole of the payment that I (or the supplier that I represent) will receive for the supply is **exempt from income tax**

I (or the partnership that I represent) have **no reasonable expectation of profit or gain** from the activity undertaken and consider that I (or the partnership that I represent) do not meet the definition of enterprise for tax purposes

For this reason I am not quoting you an ABN. You should not withhold an amount from the payment you make to me for the supply. I agree to advise you in writing if circumstances change to the extent that this statement becomes invalid.

Name of authorised person (if not the supplier)

Signature of supplier or authorised person  Date

Daytime contact phone number

**It is an offence to make a false or misleading statement**

**The person or entity to whom this statement is made should retain the statement for 5 years**