

Brisbane River Tourism Berthing Assistance Scheme Minor Infrastructure Grant Application Form

v17/10/2022

Section 1 - Applicant details

Please select the applicant entity type:	Title	Surname	Given Names	Date of Birth
Sole trader				
Partnership				
Individual trustees				
Company directors				

or

Company

Company name

Please list the Company Director/s' details above

or

Trust

Trustee

Individual *(please provide the individual trustee/s details above)*

Company *(please provide the Company name and the Company Directors' details above)*

Trust name

Trading name

Trading name ABN

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Nominated contact person

Landline

Fax

Mobile

Email address

Road address of business:

Postal address of business:

Please tick if same as road address

Town/city

State

Postcode

Town/city

State

Postcode

Former berthing location:

Current berthing location:

Town/city

State

Postcode

Town/city

State

Postcode

1800 623 946

qrda.qld.gov.au

 /QRIDAmidia

 /QRIDAmidia

 /company/QRIDA

 @we.are.qrida

Queensland Rural and Industry Development Authority (QRIDA)

GPO Box 211 Brisbane Qld 4001 Email: contact_us@qrda.qld.gov.au ABN: 30 644 268 943



Queensland
Government

Section 2 - Overview of applicant/s

Please provide a brief description of applicant/s including description of the entity, location, employees, number of vessels and, if a joint application, the relationship between applicants (if applicable) (max. 250 words).

Number of years of operation

Tell us about your current employees

**Calculating Full Time Equivalent staff*

Full time work is 35 hours per week or more (e.g. calculate the number of hours worked by all employee and divide that total by 35 to determine FT).

Number of current FTE employees (if applicable)		Number of casual employees (if applicable)		Number of seasonal employees (if applicable)	
Hours per week	Number of weeks worked in a year	Hours per week	Number of weeks worked in a year	Hours per week	Number of weeks worked in a year

Person within the Applicant Organisation with responsibility for the project (project contact):

Name

Title

Telephone

Email

Please provide details of project experience, skills or qualifications to successfully manage the project (max. 200 words).

Has anyone from your organisation, or a joint applicant (if applicable), ever been bankrupt, or any of its office holders been convicted of a fraudulent or criminal activity?

Yes

No

If yes, please provide details.

In the past two years has your organisation, or a joint applicant (if applicable), been involved in any legal proceedings that will impact on this project?

Yes

No

If yes, please provide details.

Section 3 - Project summary

Project title:

Funding request amount (\$)

(total funding request for a minor infrastructure grant should be the total of all project cost amounts excluding GST)

Project summary *(please provide a clear, brief description on the project and intended outcomes):*

Please explain the reason why the relocation is necessary (max, 250 words):

Project key events	Start date	Finish date

Please note, projects should be completed within 6 months of approval.

Section 4 - Project location

If your project has multiple sites, you must detail the percentage of project activities at this address.

Location name	Address	Percentage of project activities at this address (%)

Section 5 - Project delivery

Legislative, regulatory issues and approvals

Applicants must demonstrate that the project is ready to proceed, detailed planning has been undertaken, all required approvals are in place or achievable in a short timeframe and the project can be completed in a timely manner. Project must commence within 90 days of receiving funding approval. Relevant licenses and approvals must be received by the Applicant within this time. Applicants must demonstrate that they have received written consent of the site owner to undertake the proposed eligible project.

Please provide details of the current status of the project and any licenses or approvals required before the project can commence. If applicable, attach copies of approvals and/or project planning including site owner's written consent (max. 250 words):

Project risks

Please outline the key risks that the project will face, proposed mitigations and likelihood. Consider risks including construction, financing, planning and approvals, legal, property acquisitions, procurement etc. (max. 250 words):

Section 6 - Project costings

Please provide a detailed list of the project's costs. All amounts should be excluding GST. Itemised costs may include infrastructure or installation costs, or capitalised costs such as development approvals or permits etc. Please also provide full details of how the project will be funded. Applicants are reminded the maximum grant amount is \$50,000 with at least a 50% cash contribution. Applicants must not have received other government funding (local, state or federal) for the activity.

Please attach detailed costs of project:

Description of all project costs	Cost excluding GST (\$)
TOTAL PROJECT COST (GST EXCL)	

Section 6 - Project costings (continued)

Funding source	Amount (\$)
Grant funding requested	
Applicant's cash contribution	
Partnership funding (if applicable):	
Other (please specify):	
TOTAL (GST EXCL)	

Please provide details of your cash contribution and / or a funding contribution from another source (please provide evidence of all sources of funding) (max. 100 words):

Do you have contingency arrangements in place to cover any cost overruns (including if co-funding is not able to be secured, or any of your funding partners fail to make their contribution)?

Yes

No

If yes, please provide details of contingency arrangements.

Support material

Please attach the materials listed below when you submit your application form.

Certificate of Operation (if applicable)	Yes	No
Certificate of Registration	Yes	No
Evidence of Displacement (end of lease agreement/notice to leave/eviction or demolition notice)	Yes	No
Site owner's letter of consent	Yes	No
Detailed project plan (if applicable)	Yes	No
Development/planning approvals	Yes	N/A
Formal confirmation of funding contributions (own and other sources e.g. declaration from either bank, accountant, CFO or copy of bank statement)	Yes	No
Quotes (where the total project cost exceeds \$10,000(GST exclusive) a minimum of two quotes are required)	Yes	No
Other supporting materials	Yes	No

If you are unable to provide any of the support material listed above, please provide your reason below.

Brisbane River Tourism Berthing Assistance Scheme Terms and Conditions

The Brisbane River Tourism Berthing Assistance Scheme (the Scheme) is conducted by the State of Queensland acting through the Queensland Rural and Industry Development Authority (QRIDA) in accordance with the Guidelines and on the following Terms and Conditions.

By lodging an application, you agree to be bound by the funding agreement upon written approval of the application by QRIDA.

1. Recipient Obligations

- 1.1. The recipient agrees to undertake the project in accordance with this funding agreement.
- 1.2. In undertaking the project, the recipient must:
 - a. exercise reasonable diligence, care and skill;
 - b. make the recipient's contribution detailed in the application;
 - c. provide required information and reports detailed in the application and the funding agreement;
 - d. achieve the project aims and outcomes, by the relevant milestone dates detailed in the application;
 - e. maintain a GST registered ABN and other eligibility requirements, during the term of the project;
 - f. only spend the funding for the purpose of undertaking the project and in accordance with the funding agreement;
 - g. not assign, transfer or subcontract its obligations;
 - h. notify the State of any breach of these terms or any matter that may affect the performance of the project; and
 - i. comply with all relevant laws.

2. Disclosure and Publication

- 2.1 The recipient:
 - a. acknowledges that in the event that the application is approved, the recipient has read and agrees to be bound by the terms and conditions throughout the term of the project;
 - b. warrants that the applicant is not in breach of any law, constitution or any other requirement with which the applicant is bound to comply;
 - c. warrants that the applicant is not, bankrupt or insolvent;
 - d. agrees to acknowledge the State's support in material published in connection with this project and agrees to use any form of acknowledgment the State reasonably specifies;
 - e. acknowledges that the State may publicly disclose the recipient, funding and project details and outcomes (subject to notified commercial in confidence restrictions); and
 - f. The parties agree to make representatives available for media opportunities.

3. Notices

- 3.1 The parties agree to notify the other party of anything reasonably likely to affect the performance of the project or otherwise required under this funding agreement.
- 3.2 A notice under this funding agreement must be in writing and signed by the party and sent to the other party at their address specified in the application or guidelines.

4. Relationship Between the Parties

- 4.1 A party is not by virtue of this funding agreement the employee, agent or partner of the other party and is not authorised to bind or represent the other party.
- 4.2 The recipient acknowledges that it is responsible for all obligations required by law with respect to its employees for work done in connection with this funding agreement, including obligations relating to employee entitlements, superannuation, deductions for taxation and industrial awards and related agreements.
- 4.3 The recipient remains responsible for compliance with this funding agreement, including in relation to any tasks undertaken by subcontractors.

5. Payment

- 5.1 The State agrees to pay the funding to the recipient in accordance with the application upon the recipient:
 - a. achieving the relevant project milestone;
 - b. making the recipient's contribution;
 - c. providing any relevant due report; and
 - d. complying with this funding agreement; to the State's reasonable satisfaction.
- 5.2 The State may, by notice, withhold payment of any amount where it reasonably believes the recipient has not complied with this funding agreement or is unable or unwilling to undertake the project.
- 5.3 A notice under clause 5.2 will contain the reasons for any payment being withheld and the steps the party can take to address those reasons.
- 5.4 The State will pay the withheld amount once the party has satisfactorily addressed the reasons contained in a notice under clause 5.2.
- 5.5 The recipient agrees that any request for changes to the recipient organisation details, including Australian Business Number and bank account details must be made in writing to QRIDA.

6. Spending the Funding

- 6.1 The recipient agrees to spend the funding for the purpose of undertaking the project.
- 6.2 The recipient agrees to provide a statement signed by the recipient verifying that funding was spent in accordance with the funding agreement.

7. Repayment

- 7.1 If any of the funding has been spent other than in accordance with this funding agreement or any amount of the funding is additional to the requirements of the project, the recipient agrees to repay that amount to the State.
- 7.2 The amount to be repaid under clause 7.1 may be deducted by the State from subsequent payments of the funding.

Brisbane River Tourism Berthing Assistance Scheme Terms and Conditions (continued)

8. Reporting, Record Keeping, Access and Audit

8.1 The recipient agrees to:

- a. maintain records of the expenditure of the funding;
- b. provide milestone reports within one month after each milestone date;
- c. provide a financial acquittal report within one month after each milestone date and the project Completion Date;
- d. provide an interim report 12 months after the project start date and at the project Completion Date;
- e. provide a financial acquittal in relation to expenditure of the funding, in the final report;
- f. provide a final report 12 months after the project end date;
- g. provide any information reasonably requested by the State; and
- h. allow the State's employees, contractors and agents to access the premises and inspect records and project documentation and/or audit the performance of the project, upon reasonable notice to the satisfaction of the State.

9. Intellectual Property

9.1 The recipient owns the Intellectual Property Rights in project material created in undertaking the project.

9.2 The recipient gives the State a non-exclusive, irrevocable, royalty free licence to use reproduce, publish and adapt reporting material for State purposes.

9.3 The licence in clause 9.2 does not apply to activity material or existing material.

10. Privacy

10.1 When dealing with Personal Information in performing their obligations, the parties agree not to do anything which, if done by the State, would be a breach of an Information Privacy Principle.

11. Confidentiality

11.1 The parties agree not to disclose each other's confidential information without prior written consent, unless required or authorised by law or Parliament.

12. Insurance

12.1 The recipient agrees to maintain adequate insurance, (including at least \$10 million public liability insurance, and workers compensation insurance) for the duration of this project and provide the State with proof when requested.

13. Indemnities

13.1 Subject to clause 13.3, the State's liability in connection with this funding agreement is limited in aggregate to the funding amount.

13.2 The recipient is liable for and indemnifies the State against any claim, loss or damage arising in connection with:

- a. the project;
- b. the recipient's and its employees, contractors and agents act or omission; or
- c. the recipient's breach of the funding agreement.

13.3 The recipient's obligation to indemnify the State will reduce proportionally to the extent any act or omission involving fault on the part of the State contributed to the claim, loss or damage.

13.4 The parties will not in any circumstances be liable for any loss of, revenue, profit, opportunity, goodwill, reputation or any indirect or consequential loss in connection with the project.

14. Dispute Resolution

14.1 The parties agree not to initiate legal proceedings in relation to a dispute, unless they have tried and failed to resolve the dispute by negotiation.

14.2 The parties agree to continue to perform their respective obligations under this funding agreement while a dispute exists.

14.3 The procedure for dispute resolution does not apply to action relating to termination or urgent interlocutory relief.

Section 7 – Acknowledgements, consents and privacy statement

In the following sections, titled acknowledgements, consents and privacy statement:

QRIDA means Queensland Rural and Industry Development Authority.

Identity Verification Service Provider means Dun & Bradstreet (Australia) Pty Limited ACN 006 399 677 trading as Illion.

Please tick each of the below to indicate your acceptance. Your acknowledgment and acceptance of each item is a condition of submitting a valid application.

Acknowledgements

I/We have read and understood the guidelines at qrlda.qld.gov.au for the Brisbane River Tourism Berthing Assistance Scheme and have obtained clarification where needed.

I/We certify that all of the information provided in the whole of this application is true and accurate and discloses my/our correct financial position; and

I/We certify that to the extent this application or any information provided in relation to this application contains information of, or about, another person, I/we have the authorisation of that person to provide the information and for it to be used and disclosed in accordance with the above authorisations.

I/We are aware that it is an offence and that penalties may be applied under the *Rural and Regional Adjustment Act 1994* (Qld) if any information provided in an application or any document provided in respect of an application is found to be false misleading or incomplete in a material manner.

I/We have read the Collection Notice and the Privacy Statement below and understand how personal information provided in my/our application may be collected, used and disclosed.

I/We certify that the business which is subject of this application is not in administration, liquidation or a state of insolvency and that all of the business owners are similarly, to the best of my/our knowledge, not in a state of bankruptcy, insolvency, financial distress or difficulty.

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Section 7 – Acknowledgements, consents and privacy statement (continued)

Do you have, or have you had, any business dealings with QRIDA that could be considered an actual, potential or perceived conflict of interest with this application? Yes No

If Yes - please provide details of all your business dealings with QRIDA that may be considered an actual, potential or perceived conflict of interest:

Consent to Third Party Disclosures

I/We authorise any Relevant Person to disclose to QRIDA and each of its authorised representatives such information as QRIDA or an authorised representative considers to be necessary or appropriate in connection with this application or any aspect of the Scheme from a Relevant Person[^], including my/our financial statements and personal taxation returns and other supporting information to verify my/our identity, determine if my/our business is eligible to receive a grant under the Scheme and in relation to the administration and management of the Scheme and any grant provided to me/us under the Scheme.

[^] For the purposes of the above consents, **Relevant Person** includes:

- The Identity Verification Service Provider and any accountant, solicitor, business consultant, bank, financier, supplier, processor, or other agent named or identified in this application or in supporting documentation provided with, or in support of, this application; *and*
- any Commonwealth, state or local government department, agency or authority that QRIDA or an authorised representative may consider relevant.

Information Collection Notice

Collection and use of your personal information

QRIDA and its authorised representatives are collecting and obtaining (from you and the Relevant Persons) your personal information in connection with the Scheme, for the following purposes:

- verification of your identity;
- assessment of your application and your eligibility for the Scheme at the time of making the application and on an ongoing basis;
- the administration and management of the Scheme or any grant or loan provided to me/us under the Scheme including for compliance and enforcement purposes; and
- any other purpose related, or otherwise necessary to give effect, to the purposes listed above.

QRIDA and its authorised representatives may also use your personal information for the following purposes:

- to contact you in relation to your application, and the evaluation of the Brisbane River Tourism Berthing Assistance Scheme;
- to facilitate its internal business operations and fulfil legal obligations;
- to assess the performance of QRIDA and other Queensland and Commonwealth Government grant and loan programs and services;
- to promote or market QRIDA and other Queensland and Commonwealth Government grant and loan programs and services (including the success and outcomes of the programs and services);
- research and development of QRIDA and other Queensland and Commonwealth Government actual and proposed services;
- to identify and assess your eligibility for or interest in other QRIDA and Queensland and Commonwealth Government administered grant and loan programs or services;
- to collate statistical data; and
- as permitted by law, including in accordance with QRIDA's disclosure rights under s. 40 of the *Rural and Regional Adjustment Act 1994*.

Disclosure of your personal information

QRIDA may disclose your personal information to the Relevant Persons, QRIDA's employees, contractors, related affiliates and third parties to the extent necessary or convenient to enable QRIDA to further the purposes described above (which do not extend to commercial purposes).

Government agencies to whom personal information is to be disclosed are:

- Department of Tourism, Innovation and Sport

Consent

By completing and submitting this application, you are consenting to QRIDA managing your personal information in the manner described in this Collection Notice and our Privacy Policy.

Privacy statement

More information about the way QRIDA uses, discloses, and secures your personal information, how you can access and correct that information, and how you can make a complaint about a breach of privacy can be found in its privacy policy. QRIDA will comply with the *Human Rights Act 2019* (Qld) when making any decision, including with respect to collection, use, and disclosure of personal information.

In signing below, I/we are acknowledging and consenting to each of the matters indicated above:

Authorised person	Signature	Name	Position	Date
One				
Two				

How to apply

Please submit your completed application including all supporting documents to QRIDA by:

Post: GPO Box 211, Brisbane QLD 4001

Email: contact_us@qrída.qld.gov.au

Fax: (07) 3032 0300

Enquiries

Further information on the program is available on the Department of Tourism, Innovation and Sport website at dtis.qld.gov.au/tourism/funds