

# Cattle Hill Wind Farm

## Community Fund Agreement Terms and Conditions

1. This community fund participation agreement (Agreement) is deemed to be made at Hobart upon the acceptance of the applicant (Applicant)'s funding application (Application) by Cattle Hill Wind Farm Pty Ltd ("Cattle Hill Wind Farm" or "CHWF") and the Applicant's execution of this agreement between the Applicant and CHWF and shall be governed by the laws of Tasmania.
  2. The Applicant:
    - a) warrants that all information provided in this application is correct,
    - b) acknowledges that he / she has read the Cattle Hill Wind Farm Community Fund Guidelines (Guidelines) and agrees that the application is bound by the terms of the Guidelines,
    - c) agrees that by making this application, he/she is bound by the terms of this Agreement, and the application form constitutes a binding letter of offer for the purpose of the Guidelines.
  3. This Agreement may be altered only by CHWF. Such alterations must be in writing and signed by the duly authorised management and no other employee.
  4. CHWF will provide the successful Applicant(s) ('the Recipient') with funding for a one-off period in the amount determined by CHWF in its sole and absolute discretion. CHWF shall not be required to provide reasons for refusal to make a grant or the amount that is agreed to be granted.
  5. The funding amount must be used and applied solely for the purpose of the project stated in the Application.
  6. Expenditure of the funds so granted, and the implementation of the project shall be completed within twelve months of grant, unless otherwise agreed by CHWF.
  7. If the project is delayed or the Recipient is unable to implement the project as described in the Application, it must either:
    - I. seek CHWF's approval of a revised timeline; or
    - II. notify CHWF that it is unable to implement the project.
- CHWF will not entertain applications to amend the scope of an approved project.

8. If approval from CHWF is not received to an application under item 7(I), any remaining unspent amount of the grant shall be returned to CHWF by the end of the project completion period.
9. If the Recipient is unable to implement the project in accordance with item 7(II), any remaining unspent amount of the grant shall be returned to CHWF within two weeks of it becoming apparent.
10. If the Recipient receives an extension in accordance with item 7(I) above and is still unable to implement the project within the agreed timeframe, it will be required to return any remaining unspent amount of the grant monies to CHWF within 30 days of the revised project completion date.
11. The Recipient will provide CHWF an acquittal form outlining the outcomes of the project with adequate proof of expenditure. This report shall be provided to CHWF at the completion of the project.
12. Should the actual project costs be less than the proposed project costs, the Recipient must repay the difference to CHWF at the time of providing the acquittal form unless the Recipient has been given approval by CHWF for an appropriate extension of scope to cover the remaining funds.
13. Should the actual total project costs be more than the proposed project costs, CHWF will not be responsible, nor obliged to pay, any monies additional to the notified fund amount.
14. The Recipient will:
  - 1) deliver the project as described,
  - 2) implement the project within 12 months, or within the alternate timeframe agreed with CHWF,
  - 3) return funds on receiving a request from CHWF in accordance with these Terms and Conditions, or
  - 4) provide an annual acquittal form with adequate proof of expenditure.
15. The Recipient is required to sign and return the agreement, banking details and an invoice before funds are distributed.
16. If the Recipient becomes ineligible to apply for further funding under item 14 above or his / her obligations under this Agreement are not met, CHWF may require the Recipient to return the grant monies in full, at its discretion.
17. The Recipient will keep and maintain adequate insurance (including public liability insurance) for the activities carried out by the Recipient in relation to this project, against

any claims for loss or damage to property and injury or death to persons. At any time before or after determining the Application, CHWF is entitled to request verification of the Recipient's insurance and the Recipient must comply with such a request. If the Recipient does not have or maintain adequate insurance, CHWF reserves the right to refuse the Application, terminate the project and / or require the Recipient to return the grant monies in full, at its discretion.

18. To the extent permitted by law CHWF has no liability for any loss or damage suffered by the Recipient in relation to the project stated in the Application Form and CHWF is not responsible for any misuse of the funding.
19. CHWF's financial assistance to the Applicant's activity / project must be acknowledged, regardless of the amount of funding. This is a condition of the Recipient's funding. To acknowledge CHWF's financial assistance, the Applicant must display the CHWF or its nominated entity's logo, or state in writing that CHWF has funded the Applicant's project at CHWF's written request (for example, erecting a "proudly supported by Cattle Hill Wind Farm" plaque in close proximity to the project). CHWF must be acknowledged, in a manner and form acceptable to CHWF for the duration of the activity/project. CHWF may not be referred to for any purposes outside of the activity/project. CHWF reserves the right to refuse requests for permission to use CHWF logos or written acknowledgement of CHWF. Acknowledgement guidelines and logos will be supplied by CHWF.
20. All advertising, signage, media releases and other promotional material that contains the CHWF logo must be submitted to and approved by CHWF prior to its production and release.
21. This Agreement shall be read together with the Guidelines and the Application Form. They will all form the terms of the agreement between yourself and Cattle Hill.
22. The Recipient shall issue a valid invoice if CHWF requests so before CHWF transfer the funds to the Recipient's bank account.