



Grants terms and conditions

Dedicated to a better Brisbane

Brisbane City Council grant recipients must comply with the terms and conditions on this page during their grant.

NOTE: specific conditions and/or special conditions may vary for successful applications. Refer to the signed terms and conditions provided on project approval for the exact conditions applying to your project.

1. In consideration of receiving the grant in accordance with condition 3, the applicant must perform the project in accordance with the terms set out in the notification of approval letter and these conditions, unless otherwise agreed in writing by the applicant and Brisbane City Council ("Council").
2. The grant must not be used for any purpose other than that for which the grant was approved ("the approved purpose") without the prior written consent of Council.
3. Subject to conditions 7 and 8 and special conditions specified by Council in Section 3 of the Funding Agreement, the grant will be paid in full following Council receiving a completed Funding Agreement.
4. Subject to condition 5, Council may withhold payment of the grant in whole or in part until such time as the Applicant has performed the obligation to which the payment relates.
5. Unless there are special conditions specified by Council, the Applicant must fully acquit grants received from Council no later than within 12 months from the date of notification of the grant approval.
6. Should the actual total project costs be more than the proposed project costs, Council will not be responsible nor obliged to pay any monies additional to the notified grant amount.
7. Should the actual total project costs be less than the proposed project costs the Applicant must repay the difference to Council at the time of fully acquitting the grant.
8. If the Applicant expends the grant monies for a purpose different to the approved purpose without the prior written consent of Council, or fails to expend the grant monies at all, or fails to acquit the grant within the time frame specified in condition 5 then:
 - a. Council is not required to make any further payment to the Applicant and, in respect of any payments that have been made, the Applicant is required to repay the said monies to Council otherwise Council may institute proceedings to recover the monies so paid, as a liquidated debt; and
 - b. The Applicant will be prohibited from receiving any further grants or other funding from Council or any related entity for a period of at least two years commencing from the date of receiving from Council written notification of future ineligibility (or until such time as may otherwise be agreed with Council).

9. The Applicant will acknowledge Council's contribution to the project in the following ways:
- a. **Logo appearance in promotional materials**
Council's corporate logo must appear prominently in all promotional and publicity activity, material and publications relating to the project with the text "Proudly supported by Brisbane City Council" appearing above it in a sans serif font similar to the MSWord font Arial. Council will provide the Applicant with electronic logo files for this purpose after it has submitted a Logo Request Form with details of use. [Submit the online form](#) to request the appropriate Council logo and logo use details. Council also requires review of final artwork prior to production to ensure logo appearances are correct.
 - b. **Signage**
Council acknowledgment is required to appear as signage displayed prominently and neatly on or near the primary site of the project. Standard acknowledgement signage is available from Council for this purpose. [Apply online](#) to request correct signage.
 - c. **Written project descriptions**
The standard Council acknowledgement line: 'This project is proudly funded by a 'Grant program name' from Brisbane City Council' must appear as part of any written project description appearing in communication channels such as:
 - newsletters
 - websites
 - other digital applications
 - media statements
 - letters to supporters, members, participants, etc
 - d. **Display banners**
Council display banners must be displayed whenever possible at project-related events such as launches, openings, stage areas, media events etc. Council has a limited number of display banners available for loan for this purpose. The Applicant is responsible for contacting Council via the online form to make advance bookings for appropriate items. The Applicant is also responsible for pick-up and return of loan items to Level 20, Brisbane Square, 266 George Street, Brisbane 4000 and for taking reasonable care of the items while on loan. Evidence (including samples or photographic images) that these conditions of acknowledgement have been met during the course of the Applicant's funded project must be forwarded to Council as part of its acquittal documentation in Condition 10.
10. The Applicant will, at its own cost in all things, prepare and give to Council the following reports within twelve (12) months from the date of notification of the grant approval:
- a. An acquittal report that relates to expenditure associated with the project, the grant monies and the Applicant's own contributions by the stated due date for completion of the project and will include documentation substantiating all expenditure incurred. Details regarding acquittal requirements will be provided by Council upon notification of approval of the grant; and

- b. An evaluation report to demonstrate whether the project has contributed to the aims and objectives of the Grants Program it is funded through and the approved purpose (including addressing any additional criteria advised by Brisbane City Council at the time of notification of grant approval) by the stated due date for completion of the project. All reports must be in the form and address content acceptable to Council. If, in Council's opinion, either the form or the content is not adequate for Council's purposes, Council may require the Applicant to submit a revised report within thirty days of written notice to the Applicant. Wherever possible, Council will take into account the Applicant's existing reporting systems in determining the form of the reports.
11. The Applicant will keep and maintain such records and accounts (including all receipts and invoices) in accordance with accounting principles generally applied in commercial practice and as required by law and as necessary to provide a complete, detailed record and explanation of:
 - a. expenditure of the grant monies for the approved purpose;
 - b. other expenditure on the project (including any in-kind contributions); and
 - c. implementation and progress of the project
12. Council reserves the right to appoint an auditor (whether its own internal auditors or independent auditors, at its sole discretion) to substantiate the implementation and progress of the project and any expenditure claimed by the applicant. Strict action will be taken for any breaches found. The applicant agrees to permit Council or the auditors, at reasonable times and with reasonable notice, to enter the applicant's premises and inspect and audit records kept by the applicant regarding the project and the applicant will give Council and the auditors all necessary facilities and assistance to enable them to conduct the audit. The applicant must retain all records and account books in original form for at least thirty-six months following the due date for acquittal of the grant.
13. The Applicant will keep and maintain adequate insurance (including public liability), with a reputable insurer, in relation to the activities carried out by the applicant including in relation to this project, against any claims for loss or damage to property and injury or death to persons.
14. The Applicant agrees to indemnify Council in relation to any loss or expense incurred by Council arising from the breach by the applicant of its obligations or warranties given in relation to this grant and the project.
15. Any dispute arising out of the grant and these conditions (excluding any issue arising out of condition 8) will be dealt with initially by direct negotiation between the parties. If the dispute is not resolved within 10 business days, the parties will submit the dispute to mediation or some other form of dispute resolution procedure, and if not resolved within a reasonable period then either party may commence legal proceedings.
16. The Applicant will not assign, in whole or in part, their benefits under this grant without the prior written consent of Council.
17. Capital grants may require a site inspection by a Council officer prior to the final acquittal being submitted.

18. All correspondence must be signed by at least one current executive member.
19. By accepting any payment (whether in whole or in part) of the grant monies from Council, the Applicant will be deemed to have accepted the notified special condition(s).