

2019 Beat the Bottle Environment Grants

Terms and Conditions

These terms and conditions apply to the grant for goods and cash to the value of \$2000 (ex GST)

Eligibility Criteria for assessment to receiving a grant

In applying for this grant, you confirm that your group meets our eligibility criteria, which is that:

- your group is an established grass roots community clean up group or in the process of becoming such a group; and
- your collection activities are taking place within our area of operations.

Assessment

Sydney Water Corporation (**Sydney Water**) will assess all applications. Sydney Water's decision is at its discretion and will be final and no correspondence will be entered into.

Your obligations for receiving the grant

You agree that, in exchange for receiving this grant, your group:

- must stage one (1) Beat the Bottle event (target 50 people) between 1 September 2019 and 31 March 2020. You will be given a set range of dates to select from during this period, and provided with a support offering from Sydney Water;
- must only use the public relations and promotional tools and materials provided by Sydney Water to promote the Beat the Bottle initiative. Collateral developed may be co-branded with your group's logo;
- participate in social media and promotional media campaigns with, or for, Sydney Water relating to this grant; and
- must, at all times, act in a way that does not bring Sydney Water's reputation into disrepute.

Promotion and Logos

Sydney Water's trademarks and logos belong to Sydney Water. Your group must obtain Sydney Water's written consent before using or publishing Sydney Water's trademarks or logos.

Payment and delivery of equipment

Following the required due diligence, funds will be transferred electronically to your organisation by Good2Give (ABN 32 089 603 314), administrator of funds for Sydney Water.

Delivery of equipment will be arranged with the applicant to the address given in the application.

Limitation of liability

Where a condition, representation, warranty or guarantee under applicable legislation (such as the *Australian Consumer Law*) applies to goods or services supplied to your group under

these terms and conditions and they cannot be excluded, then Sydney Water's liability to your group is limited to:

- in the case of goods:
- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or acquiring equivalent goods; or
- the payment of the cost of having the goods repaired.

Insurance

Your group is responsible for maintaining any insurance cover it requires.

Project cancellation or change

A successful applicant must ensure that the grant is expended only as detailed in its application. Your organisation must give Sydney Water notice immediately if your project is cancelled or changed and seek to resolve the issue in good faith.

In order to maintain the integrity of this program, Sydney Water reserves the right in its absolute and sole discretion to require the successful applicant to immediately return the grant to Sydney Water in the event the successful applicant does not comply with this clause or any terms and conditions contained in this document

Repayment of grant to Sydney Water

Sydney Water has the right to ask your group to repay some, or all, of your grant to Sydney Water if your group:

- does not follow your obligations identified above;
- changes without contacting Sydney Water for its written agreement to do so; or
- your group, or any individuals in your group, act in a way which brings, or could bring, Sydney Water's reputation into disrepute.

General

- Your group agrees that the person accepting these terms and conditions on behalf of your group has authority to do so.
- The grant is provided to your group and is non-transferable. If you want to transfer any, or all of that grant to a different group you must contact Sydney Water immediately to ask for permission.
- Nothing in these terms and conditions constitute an exclusive arrangement or partnership, joint venture, fiduciaries, agency or an employer and employee relationship between your group and Sydney Water.
- These terms and conditions will be governed by and construed in accordance with the laws of the State of New South Wales and the parties irrevocably submit to the courts of New South Wales.