

Please quote: APP-024103

Dr Jeffreys
Accountable Officer
RESPECT INC.
28 Mein St
Spring Hill Queensland 4000

Dear Dr Jeffreys

Legal Entity: RESPECT INC.
Sponsored Entity (if applicable):
Purpose: Purchase Car, Equipment and Conduct Workshops

I am writing to congratulate your organisation on being successful for a grant from the Gambling Community Benefit Fund (GCBF) for \$32,699.00. Grant funds will be deposited into your nominated bank account within 14 days.

Please refer to our website <https://www.justice.qld.gov.au/initiatives/community-grants> for more information in relation to managing and acquitting this grant. A link to the GCBF online portal is also available from our website where you can view your organisation's approved items and acquittal due date. You must acquit the grant online by the due date as required in the funding guidelines.

Should you require further information, please contact a Grants Officer from the Community Benefit Funds Unit on freecall 1800 633 619, or at: cbf@justice.qld.gov.au, who will be pleased to assist.

Yours sincerely

Michael Sarquis
Executive Director
25/09/2020

Office of Liquor and Gaming Regulation
63 George Street
BRISBANE QLD 4000
Locked Bag 180
CITY EAST QLD 4002

Telephone 13 QGOV (13 74 68)
Email olgrinfo@justice.qld.gov.au
Website [www.business.qld.gov.au/liquor-gamin](http://www.business.qld.gov.au/liquor-gaming)
ABN 13 846 673 994

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Honourable Yvette D'Ath MP
Attorney-General and Minister for Justice
Leader of the House

In reply please quote: APP-024103

1 William Street Brisbane
GPO Box 149 Brisbane
Queensland 4001 Australia
Telephone +61 7 3719 7400
Email attorney@ministerial.qld.gov.au

Dr Jeffreys
Accountable Officer
RESPECT INC.
28 Mein St
Spring Hill Queensland 4000

Dear Dr Jeffreys

On behalf of the Queensland Government and the Gambling Community Benefit Committee, I am pleased to advise that a Gambling Community Benefit Fund (GCBF) grant of \$32,699.00 has been awarded to your organisation.

The GCBF awards funding to not-for-profit community groups to enhance their capacity to provide services, leisure activities and opportunities for Queensland communities. As Minister responsible for the fund I know first-hand the hard work organisations such as yours contribute to the community.

Please find attached correspondence from the Office of Liquor and Gaming Regulation (OLGR) that outlines the details of your funded grant application.

Should you require further information regarding this matter, please contact the Community Benefit Funds Unit, OLGR, on freecall 1800 633 619, or at: cbf@justice.qld.gov.au.

I wish your organisation every success with its future endeavours.

Yours sincerely

YVETTE D'ATH MP
Attorney-General and Minister for Justice
Leader of the House

Enc.

(Short Form)

Terms and Conditions

Version 1.2 – dated 17 February 2015

Please note:

The Agreement comprises two parts:

- Particulars
- Terms and Conditions

Terms and Conditions

1. Terminology

- 1.1 Except where specifically defined in these Terms and Conditions, capitalised terms (like 'Funding') correspond to items in the Particulars.
- 1.2 References to:
- (a) **We**, **Us** or **Our** mean the State of Queensland acting through the Department or other body, agency or person giving the Funding (including its Chief Executive), as specified in the Particulars or any other department or agency of the Queensland Government responsible for the administration of the Agreement; and
 - (b) **You** and related parts of speech mean the Funded Organisation.

2. Agreement

- 2.1 An Agreement (**'Agreement'**) will come into existence between You and Us, comprised of the Particulars and these Terms and Conditions (and including any Departures from these Terms and Conditions identified in the Particulars), when:
- (a) You accept the Funding provided by Us; or
 - (b) if the Particulars make provision for the parties to sign, when both parties have signed the Particulars.
- 2.2 If the Agreement requires You to comply with, meet or have regard to a document, specification, guideline, policy, standard, framework or scheme:
- (a) We may, from time to time, issue or approve a new version of it;
 - (b) We will notify You about any new version and the date that it is to take effect from;
 - (c) the new version will apply for the purposes of the Agreement from that date, provided that this will not limit or affect any right of action or remedy that has accrued as at that date.

3. Funding

- 3.1 We will provide the Funding to You in the instalments and manner specified in the Particulars.
- 3.2 The Funding is subject to the terms of any Act under which it is provided or to which it is, or becomes, subject (**'Governing Act'**), including any regulation made under a Governing Act.
- 3.3 We may withhold the Funding until You:
- (a) submit any outstanding reports or provide any outstanding information required under the Reporting Requirements; and
 - (b) perform any obligations due to be performed before the payment is to be made.
- 3.4 You must use the Funding only for the Funded Purpose, unless otherwise approved by Us in writing.

- 3.5 We may, at Our discretion, increase the Funding from time to time without a variation to the Agreement, provided that a variation to the Agreement will be required where the Funding is provided for a new or expanded Funded Purpose.
- 3.6 Our obligation to provide the Funding to You will stop at the Agreement Expiry Date or earlier termination of the Agreement.
- 3.7 If, at the Agreement Expiry Date or earlier termination of the Agreement, there is any unspent Funding, We may:
- (a) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose; or
 - (b) require You to refund the unspent Funding, which will constitute a debt due and owing to Us.
- 3.8 You must ensure that the Funding is acknowledged in Your annual report (if You produce an annual report) and promotional materials relating to the Funded Purpose. Any acknowledgement in promotional material about the Funded Purpose must use an acknowledgement logo which You must obtain from Us.

4. Funded Purpose

- 4.1 If the Funded Purpose is, or includes, delivery of services, You must:
- (a) start delivering the services to the Service Users from the start of the Agreement, or such later date as may be specified in the Special Conditions and continue delivering the services to Service Users for the term of the Agreement;
 - (b) comply with the Service Delivery Requirements;
 - (c) deliver or achieve the Deliverables;
 - (d) ensure that the services are delivered in accordance with the Quality Standards; and
 - (e) achieve and maintain any Certification.
- 4.2 If the Funded Purpose is, or includes, purchasing assets, You must:
- (a) purchase the specified assets;
 - (b) be the legal owner of those assets at all time;
 - (c) keep and, if requested by Us, provide evidence of the purchase, including receipts; and
 - (d) without limiting clause 7.1, effect and maintain insurance covering the asset for its full replacement value.
- 4.3 You must comply with any Special Conditions.
- 4.4 In undertaking the Funded Purpose, You must comply with all relevant:
- (a) laws and regulations, including any Governing Act; and
 - (b) any policies or guidelines, as notified by Us to You from time to time.

5. Reporting

- 5.1 You must comply with the Reporting Requirements.

6. Intellectual property

- 6.1 Intellectual property rights in material that You create in undertaking the Funded Purpose (**'New Material'**) will vest in You, but You grant Us a perpetual, irrevocable, royalty-free, world-wide and non-exclusive licence, including a right to sub-licence to use, communicate, reproduce, publish, adapt and modify:
- (a) the New Material; and
 - (b) Your existing material, but only as part of the New Material and any future use or development of the New Material.

7. Insurance and indemnity

- 7.1 You must effect and maintain:
- (a) public liability insurance for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of, or in the course of, undertaking the Funded Purpose; and
 - (b) any Other Insurance.
- 7.2 You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any claim, action, proceeding, demand, liability, obligation, cost, loss, damage or expense that may be made or brought by any person against Us in connection with:
- (a) You breaching any term of the Agreement; or
 - (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors.

8. GST

- 8.1 The Funding is exclusive of GST. If the supply by You under the Agreement is a taxable supply and You are registered for GST, We will pay You the GST on the taxable supply at the same time as We pay the Funding.
- 8.2 You agree that:
- (a) We may issue You with a Recipient Created Tax Invoice ('RCTI') in respect of GST applicable to any payments of the Funding;
 - (b) You will not issue tax invoices in respect of the taxable supplies for which We issue RCTIs;
 - (c) You acknowledge that you are registered for GST when you enter into the Agreement. You will notify Us immediately if You cease to be registered for GST or if You cease to satisfy any of the requirements relating to RCTIs; and
 - (d) We acknowledge that We are registered for GST. We must notify You if We cease to be registered for GST.
- 8.3 You must remit any GST amount(s) that We pay to You to the Australian Taxation Office as required by the GST legislation.
- 8.4 If You are not registered for GST, We will issue You with an advice for payment for each payment of the Funding.

- 8.5 For clauses 8.1 to 8.4, '**GST**' has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

9. Privacy and confidentiality

- 9.1 If You collect or have access to 'personal information', as defined in the *Information Privacy Act 2009*, for the purposes of the Agreement, You must comply with Parts 1 and 3 or, if We are a health agency, Parts 2 and 3, of Chapter 2 of that Act as if You were Us.
- 9.2 You must notify Us immediately in the event that You become aware that disclosure of personal information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.
- 9.3 You must not disclose confidential information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.

10. Suspending or stopping Funding

- 10.1 We can, by giving You notice, suspend the Funding or terminate the Agreement, if:

- (a) You breach any term of the Agreement;
- (b) You cease to be eligible for the Funding;
- (c) You become insolvent; or
- (d) an unacceptable actual or potential conflict of interest arises in relation to You, Your use of the Funding or Your undertaking of the Funded Purpose.

We will only suspend the Funding or terminate the Agreement under this clause 10.1 after following a show cause process substantially the same as that described in clause 14 of Our '*Service Agreement – Standard Terms*', available at the website at [Department of Housing and Public Works | Standard suite of contracts for social services](#) or such other website as We may from time to time notify You ('**Show Cause Process**').

- 10.2 We can, by giving You notice, immediately suspend the Funding or terminate the Agreement without following the Show Cause Process if:

- (a) We have terminated any other service agreement with You because of an event or occurrence of the same type as specified in clause 10.1; or
- (b) any steps or proceedings are commenced (and not withdrawn or dismissed within 5 business days) or order made in relation to Your winding up, voluntarily or involuntarily.

- 10.3 We can take action under clauses 10.1 or 10.2 without having to give a compliance notice or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.

- 10.4 We can reduce the Funding or terminate the Agreement, without following the Show Cause Process but by giving You at least 6 months' notice, if We determine that:

- (a) changes to the State budget or any guidelines or policies of the State or Commonwealth government adversely impact on the continued provision of the Funding to You or recipients of similar funding generally;
- (b) the needs of any Service Users no longer justify the Funding or other persons are in greater need than the Service Users; or

- (c) where the Funded Purpose is, or includes, provision of services, it is appropriate for Us to re-test the market for the provision of those services.

10.5 If, We:

- (a) reduce the Funding under clause 10.4, Our notice will also specify the changed scope of the Funded Purpose (if any) and the Agreement will be deemed to be varied in accordance with the notice; and
- (b) reduce the Funding or terminate the Agreement under clause 10.4, We will consider paying You reasonable costs, including transitional arrangement costs for any affected Service Users, that You incur as a direct result of Funding being reduced or stopped, subject to You providing Us with written evidence of the costs claimed and Us approving those costs.

10.6 Our rights under clauses 10.1 to 10.4 are in addition to any other rights or remedies available to Us, including under any Governing Act.

10.7 You can terminate the Agreement by giving Us at least 3 months notice.

11. Publication of information

11.1 We can publish or require You to publish any or all of the following details:

- (a) Your name and address, including Your head office, service outlets and other business premises;
- (b) a description of the Funded Purpose under the Agreement;
- (c) the commencement of the Agreement or the Agreement Expiry Date;
- (d) the amount of the Funding; and
- (e) the procurement method used to award the Funding to You.

12. Notices

12.1 Any notice to be given under the Agreement must be in writing and addressed and forwarded to the relevant address and contact officer set out in the Particulars, or as otherwise notified by a party to the other.

12.2 A notice may be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent and will be deemed to be received:

- (a) if delivered by hand, on the date of delivery;
- (b) if sent by post within Australia, two business days after the date on which it was sent;
- (c) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the notice has been properly transmitted to the recipient; and
- (d) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the notice has been properly transmitted to the recipient.

13. General

13.1 Nothing in the Agreement limits Our rights or Your obligations under a Governing Act.

- 13.2 The Agreement can only be varied by an agreement in writing signed by both You and Us.
- 13.3 You must not assign any of Your rights or obligations under the Agreement without Our prior written consent.
- 13.4 You must not subcontract any part of Your obligations under the Agreement without Our prior written consent and You will remain responsible to Us for the acts and omissions of any subcontractors.
- 13.5 You acknowledge that We are subject to the *Right to Information Act 2009* and any documents held by Us may be subject to disclosure under that Act.
- 13.6 Clauses 3.6, 3.7, 3.8, 6, 7.2, 9 and 13.6 will survive expiration or termination of the Agreement.
- 13.7 If any part of the Agreement is determined to be invalid, unlawful or unenforceable, then, to the extent permitted by law, that part will be severed and the remaining terms will continue to be valid and enforceable.
- 13.8 A failure by Us to exercise, or a delay by Us in exercising, any right, power or remedy will not operate as a waiver.
- 13.9 Both parties will bear their own costs arising out of the preparation of the Agreement.
- 13.10 If, under clause 2.1(b), The Particulars are to be signed by the parties, the Particulars may be signed in one of more counterparts which, taken together, will constitute one instrument.
- 13.11 The Agreement will be governed by the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.

Guidelines for Gambling Community Benefit Fund applicants

About the GCBF funding guidelines

When accessing the online grants portal—to register, apply for funding, submit a variation or acquit an approved grant—you agree that you have read, understood and are subject to the funding guidelines.

We recommend you read all the information on this page—then review every page of the guidelines, starting with organisation eligibility for the Gambling Community Benefit Fund (GCBF) (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/eligibility>)—to ensure your organisation fully understands each stage of the grant funding process.

At the end of each page under 'Read next', a link will take you to the next section.

Once you have read these guidelines, you can refer to the step-by-step instructions for applying and using the GCBF grant (<https://www.justice.qld.gov.au/initiatives/community-grants/current-round>).

Rules, breaches and enforcement

Breaches

Breaches of these funding guidelines will result in:

- the organisation being ineligible
- granted funds being recalled.

Quality assurance checks

We regularly perform quality assurance checks (including site visits) on grant applications that have been submitted.

These checks are made to ensure that all information provided can be proved and that the grant was only spent on approved items and according to the funding guidelines.

Terms and conditions

Read the terms and conditions (PDF, 269KB)

(https://www.hp.w.qld.gov.au/_data/assets/pdf_file/0011/3422/shortformtermsconditions.pdf) for the GCBF (and other funding opportunities).

Section 8.1 of the terms and conditions **does not relate** to GCBF grants. If successful, the organisation will not receive the GST on the taxable supply.

Translating and interpreting assistance

Interpreter services are available for speakers of other languages (<https://www.qld.gov.au/help/languages>). Call 1800 512 451 and ask for an interpreter.

Privacy

We collect personal information, including your name, email address and telephone number.

We collect this information so we can contact you to discuss your organisation's application, if required. Your information may be shared with other government agencies and members of parliament.

We will only use your information for this purpose. It will otherwise not be used or disclosed unless authorised or required by law. Your personal information will be handled according to the *Information Privacy Act 2009*.

Note: If you choose to give us an email address, your personal information that we include in our communications with you will be stored on your email service provider's servers, which may be outside of Australia. By giving us your email address, you are consenting to the personal information contained within these emails to be transferred outside Australia.

Feedback

The Department of Justice and Attorney-General and the Office of Liquor and Gaming Regulation (OLGR) are committed to providing a quality service.

If you want to give feedback on the service you have received, email feedback@justice.qld.gov.au (<mailto:feedback@justice.qld.gov.au>).

Read next

Organisation eligibility for the GCBF (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/eligibility>)

Organisation eligibility for the GCBF

To be eligible for funding your organisation must meet the requirements of either a legal entity (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#l>) or a sponsored entity (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#s>) that is not listed as an ineligible organisation as determined by us.

A legal entity can apply for funding in its own right and as a sponsor for other organisations. A sponsored entity requires a legal entity to sponsor its grant application.

Eligible organisations must register on the GCBF online portal as either a legal entity or sponsored entity and are responsible for reviewing and updating their registration details annually to ensure eligibility is maintained.

Eligible organisations

For your organisation to be eligible, it must meet the requirements of either a legal entity or a sponsored entity.

A legal entity:

- is incorporated or registered under an Act of Parliament
- has an active ABN
- has not-for-profit objectives
- has a bank account in the name of the legal entity
- must provide a bank verification form (<https://www.publications.qld.gov.au/dataset/community-benefit-fund-bank-verification-form/resource/cf415566-6db7-49b2-ac40-c845eb58db91>) stamped by the organisation's financial institute.

A sponsored entity:

- is unincorporated and not registered under an Act of Parliament
- has not-for-profit objectives
- requires a legal entity to sponsor its application
- may be a local ambulance committee, rural fire brigade or State Emergency Service group must be sponsored by their relevant government department.

We may request other documentation to verify eligibility.

While schools are not eligible, parents and citizens associations (P&Cs) and parents and friends associations (P&Fs) can apply.

Ineligible organisations

Organisations that are not eligible for the funding are:

- state, private or independent schools (as noted above, this excludes P&Cs and P&Fs)
- proprietary limited or public companies limited by shares or trusts where the shareholders are individuals or for-profit companies
- individuals (sole traders)

- organisations trading for profit.

You are also ineligible for the funding if your organisation:

- has duplicate registrations in the online portal
- does not provide information we request by the due date
- does not update the financial details registered with us before applying.

Registration requirements

Organisations **must** review and update their registration details each year as well as when applying.

Most importantly, the financial position of the organisation (to be taken from your financial statements within the last 2 years) must be up to date.

Failure to update this information by the closing date of the funding round **will deem the organisation and application ineligible** for that round.

If the sponsored entity **does not maintain financial records**, you must email cbf@justice.qld.gov.au (<mailto:cbf@justice.qld.gov.au>) to let us know **before the closing date** of the funding round.

While it won't affect your eligibility, it's helpful to make sure the details for your organisation's contact person are also up to date.

Read next

Eligible GCBF application requirements (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/application>)

GCBF application requirements

To apply for the Gambling Community Benefit Fund (GCBF) you must submit an application via the GCBF online portal (<https://www.gamblingcommunityfund.qld.gov.au/#/welcome>).

Organisations are required to review and update their registration details annually within the online portal to ensure they remain eligible for funding prior to applying. Your application will then be assessed as eligible or ineligible based on the application itself and the items proposed.

Eligible applications

An application is deemed eligible if:

- it is submitted by an eligible organisation (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/eligibility>)
- the sponsored entity (if applicable) is supported by an eligible legal entity
- it demonstrates that it will benefit Queensland communities
- multiple quotes have been sourced; the actual quotes are not required to be submitted with the application but may be requested at a later date
- you are applying for a monument/statue for over \$35,000 and your local council is listed as the legal entity on your application.

We may request additional documentation to confirm eligibility.

Ineligible applications

An application will not be eligible if the same organisation has previously applied for GCBF funding that is any of the following:

- still awaiting an outcome
- recently acquitted and within the one-round exclusion period (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#e>)
- for the legal entity or sponsored entity and not yet closed.

An application will likewise not be eligible if:

- it is incomplete
- information we request is not received by the due date
- all items requested are ineligible items
- it is submitted by an ineligible organisation
- the legal entity has submitted more than one application for the same location (as determined by us)
- the legal entity sponsoring an application has an overdue application in its own right
- you are applying for a monument/statue over \$35,000 and your local council is **not** listed as the legal entity on the application.

Legal entity sponsoring an application

The legal entity sponsoring an application must:

- ensure that the sponsored entity has not-for-profit objectives
- agree to accept legal and financial responsibility for the grant
- agree with the sponsored entity about how the grant will be managed
- ensure they have no overdue applications in their own right
- ensure all legal and sponsored registration details are up to date including the financial position.

Local ambulance committees, rural fire brigades or state emergency services can only be sponsored by their relevant government department.

Other application requirements

To receive funding from the GCBF, your organisation must also:

- have appropriate insurance cover in place, if successful
- comply with local, state and commonwealth laws and regulations
- keep copies of all approvals and documents for 7 years to support the application.

We may request extra documentation at any stage of the application process.

Facility improvements

If you are applying for facility improvements for a building or land that you do not own, you must meet the requirements for the type of land.

If you do not own the land you must have:

- written approval from the owner to get the proposed improvements
- sourced quotes from a licensed builder or builder contractor (if applicable by law)
- ability to demonstrate appropriate tenure as follows.

Government/not-for-profit owned land

If the property is owned by the government or a not-for-profit organisation, you must have either (or a combination of):

- an instrument of tenure (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#t>)
- ability to demonstrate custom and practice (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#c>) (i.e. have the owner verify the relationship).

Privately owned land

If the property is privately owned, you must have an instrument of tenure (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#t>) for at least 3 years after the date of your application.

Referees

Referees (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#R>) for an application cannot be:

- committee members
- family members of committee members

- people or businesses who will receive a payment if the grant is approved.

Read next

Eligible GCBF items (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/items>)

Eligible GCBF items

Organisations can apply for any item except ineligible items. If your application is successful, only approved eligible items can be purchased.

When applying, you should also consider the list of unlikely-to-be-funded items and the funding priorities (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/priorities>).

Note: Amounts requested in an application will include or exclude GST for each item depending on the legal entity's GST registration status. So, if your legal entity is registered for GST, you will need to enter the amount excluding GST for each requested item.

Ineligible items

You cannot use the GCBF to fund items that were ordered, committed to (with a signed document or paid deposit) or purchased before the funding is approved. The other ineligible items, fees or costs are as follows.

Fees for services

- Grant writer (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#writer>) or auspice fees (i.e. fees to manage grant applications and funding)
- Project management fees

Items

- Items purchased from a grant writer or their associated companies (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#company>)
- Purchase of equipment/services that benefit an individual
- Alcohol
- Gifts or prizes
- Items purchased from overseas suppliers (without prior approval from us)

Operating costs

- Contingency costs (i.e. money budgeted or set aside for costs not yet incurred)
- General operating/recurring costs
- Repayment of debts and loans
- Overseas travel costs
- Funding for member or staff social events
- Facility improvements to any community title, body corporate or retirement living scheme or similar entity (as determined by us)

Other types of income

- Subsidies (i.e. using the GCBF to acquire or gain eligibility for other grants or contributions)
- Sponsorship (i.e. using the GCBF to secure sponsorship for the organisation)

Unlikely-to-be-funded items

These items and costs are also unlikely to be approved for funding:

- salaries and wages
- rent and lease costs
- public liability insurance for events
- administration expenses such as stationery, postage and office supplies
- consumable items such as food, petrol, uniforms

- catering
- internal training not provided by a third party
- prepaid or store cards
- items to be purchased from overseas suppliers.

Overseas suppliers

The Queensland Government encourages you to buy local and support local suppliers.

If your application is successful, further approval must be sought from us to purchase from an overseas supplier. Any items purchased from an overseas supplier without prior approval from us will be declined and grant funds will need to be returned.

Submit a written request to us at cbf@justice.qld.gov.au (<mailto:cbf@justice.qld.gov.au>) that:

- includes a quote from the supplier
- explains why these items cannot be purchased in Australia.

Read next

GCBF funding priorities (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/priorities>)

GCBF funding priorities

The Gambling Community Benefit Committee have implemented funding priorities and other determining factors to ensure they consistently and fairly provide funding recommendations to the Minister that support the objectives of the fund.

Your application will be sorted by funding priority depending on the items you request funding for. You should review and consider these priorities and determining factors when planning and submitting your application.

Priorities

Applications are prioritised by the committee in this order, where 1 has the highest priority:

1. Items/facilities directly affected, damaged or destroyed by a declared natural disaster (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#n>) in the last 2 years
2. Equipment or facility improvements
3. Buses, cars, caravans, boats, tractors, trailers, large mowers, motorbikes and similar items
4. Community events, training, workshops, festivals, publications and website development
5. Organisations that have received more than \$15,000 from the GCBF within the last 2 years

Other determining factors

These factors also contribute to the committee's decisions:

- Financial position of organisation
- Age of organisation
- Value for money of the grant
- Other contributions, financially or in-kind, towards the grant
- Opportunities for the organisation to generate income
- Benefits to more than one organisation
- Number of applications by the legal entity (if sponsoring)
- Geographical location of organisation and benefit to region
- Target group being assisted
- Government priorities identified by the Minister

Read next

If your GCBF application is approved (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/approved>)

If your GCBF application is approved

We will notify your organisation's accountable officer of the outcome of your Gambling Community Benefit Fund (GCBF) application by email.

If your application is **not approved** and the requested items remain a priority to your organisation, you can submit a new application in a subsequent funding round.

What to do if your application is approved

If you receive correspondence from us telling you that your organisation's application is approved, log in to the GCBF online portal (<https://www.gamblingcommunityfund.qld.gov.au/#/welcome>) to view details of the approved items and amounts.

Before making any purchases, read about when your GCBF grant is approved (<https://www.justice.qld.gov.au/initiatives/community-grants/current-round/approved>) to understand your responsibilities according to the funding guidelines.

We may impose other conditions that will form part of the acquittal requirements.

Approved purchases with grant funds must:

- be made on commercial terms, ensuring there are no conflicts of interest
- have further approval from us before purchasing any items from overseas suppliers
- (if facility improvements) be undertaken by a licenced contractor (if applicable by law)
- be purchased on or after the date the grant was approved
- include a tax invoice/receipt issued in the name of the organisation, listing the items purchased
- include an audit of grant expenditure if more than 15 invoices/receipts are issued.

Documentation that does not meet the above requirements will be declined at acquittal. Read about acquitting an approved GCBF application (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/acquittal>) to learn more.

Acknowledging your grant

Read the recipient media pack (<https://www.publications.qld.gov.au/dataset/gambling-community-benefit-fund-recipient-media-pack>) if you would like to acknowledge and promote your grant.

Read next

Variations to GCBF applications (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/variations>)

Variations to GCBF applications

You can ask for changes (variations) to be made to an approved GCBF grant in certain cases.

There are 3 types of variations:

- extending the acquittal due date
- changing the quantities and amounts of approved items
- requesting to change items that are in line with the original application.

Before requesting any changes, read about making variations to approved GCBF applications (<https://www.justice.qld.gov.au/initiatives/community-grants/current-round/variations>) to understand the requirements.

Variations must be submitted via the GCBF online grants portal (<https://www.gamblingcommunityfund.qld.gov.au/#/welcome>).

Extending the acquittal due date

The acquittal due date may be extended up to an additional 12 months, subject to our approval.

Extensions beyond 12 months after the original acquittal due date will not be considered unless extenuating circumstances arise (e.g. natural disaster).

Variation to approved items

Changes to the **quantities and dollar values** of approved items do not require approval. These changes are automatically approved via the online portal.

Changes to approved items require approval and will be considered if it is determined the change is in line with original purpose of the grant.

Variations will be approved for items we consider to be in line with the original purpose of the grant, although we may request additional documentation to support the request.

Submit your variation for consideration before spending any grant funds.

Variations will not be approved if:

- the items are ordered, committed to (signed document/paid deposit) or purchased before the variation is approved
- we do not consider the items to be in line with the original purpose of the grant, unless extenuating circumstances arise (e.g. natural disaster).

Read next

Acquitting an approved GCBF application (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/acquittal>)

Acquitting an approved GCBF application

Organisations must provide evidence of how they spend the funds granted to them—this is called acquittal.

Requirements when acquitting a grant under \$35,000

The grant application must be acquitted via the Gambling Community Benefit Fund (GCBF) online portal (<https://www.gamblingcommunityfund.qld.gov.au/#/welcome>).

If you have more than 15 invoices/receipts to include in the acquittal, you need to engage an external financial auditor to check your grant expenditure against these guidelines.

You can use up to \$500 of grant funds to cover the cost of this audit.

If we determine through the acquittal that there are unspent grant funds of more than \$300, we will contact you about the return of these funds.

Once you have finished reading these guidelines, you can refer to the step-by-step instructions for applying and using the GCBF grant (<https://www.justice.qld.gov.au/initiatives/community-grants/current-round>).

Acceptable acquittal documentation

Invoices or receipts showing expenditure of grant funds must:

- be for approved items only
- be dated on or after the date the grant or variation was approved
- be issued in the name of the organisation
- describe the items/services purchased
- be issued on commercial terms, ensuring there are no conflicts of interest
- show that facility improvements were undertaken by a licensed contractor and list their licence number (if applicable by law).

If you have more than 15 invoices/receipts to include in the acquittal, you need to engage an external financial auditor to check your grant expenditure against these guidelines. The audit must contain:

- a completed and signed audit statement (<https://www.publications.qld.gov.au/dataset/audit-statement-gcbf>) that the grant funding has been spent according to these guidelines
- an audit of grant expenditure by a qualified person
- an income and expenditure report
- copies of all invoices/receipts used by the auditor to check expenditure.

You can use up to \$500 of grant funds to cover the cost of this audit. We may request additional documentation to verify acquittal of funds.

Acquittal documentation not accepted

We will not accept any form of documentation not listed above. This includes:

- invoices or receipts that are
 - dated before the application or variation was approved
 - for items not approved
 - not issued in the name of the organisation
 - for items purchased overseas without written approval from us
- purchase/sales orders
- quotes
- statements
- pro forma invoices.

If we determine, after the acquittal submission, that there are unspent grant funds of more than \$300, we will contact you about the return of these funds.

Once you have finished reading these guidelines, you can refer to the step-by-step instructions for applying and using the GCBF grant (<https://www.justice.qld.gov.au/initiatives/community-grants/current-round>).

Requirements when acquitting a grant over \$35,000

Organisations that are successful in the **super round for more than \$35,000** will be required to submit a completed acquittal pack (<https://www.publications.qld.gov.au/dataset/gcbf-super-round-acquittal-form>), which includes the following.

1. An audit with a qualified auditor and a completed audit statement

Super-round recipients need to engage a suitably qualified financial auditor to audit the grant expenditure against the funding guidelines.

Your organisation can use up to \$1,000 of grant funds to cover the cost of this audit.

Once you complete the audit statement (which is an editable PDF document), you can forward it to your auditor with all relevant invoices or receipts. The auditor will undertake their audit and complete the statement.

2. Copies of all relevant invoices or receipts and a certified income and expenditure statement

Invoices or receipts must be provided to show the expenditure of grant funds. There are criteria regarding what the department considers acceptable.

Acceptable invoices or receipts **must**:

- be for approved items only
- be dated **on or after** the date the grant (or if applicable variation) was approved
- be issued in the name of the organisation
- describe the items/services purchased
- be issued on commercial terms, ensuring there are no conflicts of interest
- show facility improvements were undertaken by a licensed contractor (stating their licence number, if applicable by law).

Documentation that is **not** acceptable:

- invoices or receipts that are:
 - dated **before** the application or variation was approved
 - for items **not** approved
 - **not** issued in the name of the organisation
 - for items purchased overseas without written approval from us
- purchase/sales orders
- quotes
- pro forma invoices.

A certified income and expenditure statement for the grant must also be provided. This should include:

- relevant dates
- particulars of goods and services purchased
- amounts (indicating whether amounts are inclusive or exclusive of GST).

3. Benefit statement

Complete the benefit statement by answering the questions about how the grant funds have benefited the Queensland community. Please provide photos of the purchased items or completed project with the benefit statement.

Exclusion period after acquittal

Once we have verified and accepted the acquittal requirements, your grant application is considered closed.

Following this, there is a one-round exclusion period (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions#e>) if you want to apply in a later funding round; that is, you cannot apply in the round that closes next after you are notified that the successful application has closed.

For example, if a previous funding application was closed by us on 12 August, the organisation cannot apply again in the funding round that closes 31 August. However, they could apply for the round that closes 31 October.

Goods and services tax (GST)

If the legal entity is registered for GST, you must acquit the grant using invoices to the value of the grant **excluding** GST spent on the goods or services.

If the legal entity is **not** registered for GST, you must acquit the grant using invoices to the value of the grant **including** GST spent on the goods or services.

Read next

GCBF definitions (<https://www.justice.qld.gov.au/initiatives/community-grants/guidelines/gcbf-definitions>)

GCBF definitions

These definitions will help you understand the terms used throughout the Gambling Community Benefit Fund (GCBF) funding guidelines, application and related information.

A (#a) B (#b) C (#c) D E (#e) F (#f) G (#g) H I (#i) J K L (#l) M (#m) N (#n) O (#o) P (#p) Q (#q) R (#r) S (#s) T (#t)
U V W X Y Z

Accountable officer

A person representing the organisation applying for funding who has the authority to:

- agree to funding terms and conditions
- register the organisation
- complete applications
- acquit grants on behalf of the organisation.

Act of Parliament

A law that has been enacted as legislation by a national or state parliament.

For example, Parents and Citizens' (P&Cs) associations are established under the *Education (General Provisions) Act 2006*.

Approved application

A grant application where the Minister has approved funding to be paid to the organisation.

Acquittal

The process of submitting documentation or evidence that demonstrates that all grant funds have been spent on the approved funding purpose.

Bank account

A bank account in the name of the legal entity behind the application.

Commercial terms

The purchasing of items or engaging of contractors in line with all relevant laws and regulations, and that adheres to your organisation's governing documents. This may include obligations and rules set by the *Associations Incorporation Act 1981* (if applicable) or the organisation's constitution.

Conflict of interest

When the interests or relationships of an organisation or its members interferes, or has the potential to interfere, with their eligibility for the grant or gives them a personal advantage or benefit over other applicants.

Refer to your organisation's constitution for how to manage any conflict that may arise.

Consumable items

An item that is used repeatedly and on an ongoing basis—for example, food, drinks, stationery, postage, or petrol.

Custom and practice

A situation where no formal instrument of tenure (building or land) exists (such as a lease), but an owner of the building or land verifies that a relationship exists.

Exclusion period

A period of one round where an organisation cannot submit a new application for the next funding round—that is, the round that next closes after the organisation is notified that the successful application has closed.

Facility improvements

Improvements to an organisation's facilities that can include:

- construction of demountable buildings, amenities blocks, playgrounds, sheds, lighting or storage facilities
- landscaping
- internal and/or external building improvements
- upgrades or refurbishments to existing facilities
- fit-out required for occupation and use of the facilities
- removable items requiring fixed footings, such as goal posts or shade structures
- permanent fixtures to buildings including
- air conditioners
- extensions, patios or decking
- solar panel and system installation
- solar battery storage
- awnings
- fencing
- grandstands or stadium seating
- shade structures.

Financial information

Information sourced from financial statements produced according to the legal entity's reporting requirements.

Where financial statements are not available, the most recent balance sheet or income and expenditure statement must be used for either legal entities or sponsored entities.

Funding priorities

Priorities established by the Minister that the committee considers when making recommendations for funding.

GCBF

Gambling Community Benefit Fund

GCBF online portal

The online portal for:

- registering your organisation
- applying for funding
- accessing the community grants management system.

Grant writer

A person or organisation that assists with the end-to-end grants process in any way (from application to acquittal) in order to secure grant money from governments or foundations for non-profits, businesses or other eligible organisations as determined by OLGR.

Grant writer associated company

A company in which a grant writer is an associate or possesses an ownership stake in, as determined by OLGR.

Instrument of tenure

Written proof of the right to use buildings or land, which usually outline the rules of such a right.

Acceptable instruments of tenure include, but are not restricted to:

- leases or sub-leases
- management rights
- occupancy agreements
- licences.

Privately owned buildings or land need to have a minimum 3-year tenure from the date you apply for funding.

Legal entity

The entity with legal responsibility for a grant who must be capable by law of entering into an agreement.

LGFT

Liquor, Gaming and Fair Trading is an office of the Department of Justice and Attorney-General (DJAG), also referred to in this information as 'us' or 'we'.

Minister

The Attorney-General and Minister for Justice, Minister for Women and Minister for the Prevention of Domestic and Family Violence.

Natural disaster

A declared disaster that was listed at Disaster Assist (<http://www.disasterassist.gov.au>) in the last 2 years.

OLGR

The Office of Liquor and Gaming Regulation in DJAG, also referred to in this information as 'us' or 'we'.

Organisation

Either a legal entity or a sponsored entity.

Privately owned land

Land or buildings owned by an individual or a 'for-profit' organisation.

Quality assurance

Checks conducted by OLGR officers on an organisation that has applied for or received grant funds. The checks ensure compliance with the funding guidelines and to validate any information about the grant.

This may include information about registration, applications, variations and acquittals.

Referee

A referee can be anyone who is not a committee member, family member of committee members or a person or business who will receive a payment if a grant is approved.

Sponsored entity

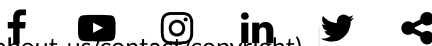
An organisation that needs a legal entity to sponsor their grant application.

A sponsored entity must be authorised by a legal entity to apply and be sponsored for funding through that entity. A sponsored entity cannot enter into a funding agreement in its own right.

Tenure

See 'instrument of tenure' above.

Last updated: 27 January 2021 Last published: 2 March 2020



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