Sport and Racing Disaster Recovery Program

Program guidelines

19 October 2026

DELIVERING FOR QUEENSLAND

Queensland Government



The Department of Sport, Racing and Olympic and Paralympic Games (the department) will provide and pay for qualified interpreting services for customers who are hearing impaired or have difficulties communicating in English. Please contact the department if you require interpreting services.

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1. What assistance is available

The Sport and Racing Disaster Recovery Program (program) has funding available for eligible sport, active recreation and racing organisations located in areas declared under the Disaster Recovery Funding Arrangements (DRFA). Assistance will be available where Personal Hardship Assistance (Category A) or Restoration of Essential Public Assets (Category B) are listed.

Eligible organisations outside of declared Local Government Areas affected by a disaster event are asked to contact the Department of Sport, Racing and Olympic and Paralympic Games (DSROPG) to determine their eligibility for funding.

A grant of up to $5,000 (GST exclusive) may be provided for items outlined in Section 5.1.

Organisations applying for funding should contact their nearest Sport office to discuss the application process, proof of damage and the available assistance.

2. Objective

The program supports not-for-profit sport, active recreation and racing organisations with funding to re-establish their facilities after extreme natural events, specifically floods, cyclones and severe storm events.

Areas that are declared are listed on the Queensland Government's Disaster Management website at www.qra.qld.gov.au/disaster-funding-activations/activations at the time of classification.

3. Funding availability period

Where an organisation's Local Government Area is declared, funding will be available for application for up to three months from the latest activation date.

4. Eligibility

4.1 Who can apply?

All organisations eligible to apply for funding must:

- be registered with an ABN; and
- operate as a not-for-profit sport, active recreation organisation or not-for-profit community organisation or *racing organisation (with an objective of delivering sport, active recreation or racing activities) incorporated under one of the following:
    - Associations Incorporation Act 1981 (Qld)
    - Corporations Act 2001 (Cwlth)
    - Co-operatives National Law Act 2020 (Qld)

    - Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cwlth)
- be located in a DRFA declared disaster affected area and where assistance is requested under Category A or B; and
- demonstrate tenure over the infrastructure and have the legal right to conduct works on the site to request repair, restoration or mitigation support to infrastructure damaged by the declared natural event.

* Racing: refers to one of the following statutory racing codes: thoroughbred racing, harness racing or greyhound racing.

If you are unsure of your organisation's eligibility, including activity or eligibility as a multi-activity or multi-location organisation please contact the nearest Sport office before applying.

At the time of application submitted, organisations must:

- have no more than one annual reports outstanding with the Office of Fair Trading; and
- have met all obligations for projects currently funded by DSROPG; and
- have no debt owing to DSROPG; and
- not be named on the National Redress Scheme's website as declined to join or unresponsive to the Scheme. Refer to the Australian Government National Redress Scheme (www.nationalredress.gov.au).

Before applying, contact the Office of Fair Trading or telephone 13 QGOV (13 74 68) or your nearest Sport office to determine whether the organisation has any outstanding compliance issues. Refer to the Australian Government National Redress Scheme for further information.

5. What can the funding be used for?

5.1 Eligible items

- Replacement of damaged equipment that directly relates to the re-establishment of activities (including office and canteen equipment).
- Payment of services and hire costs, and purchase of equipment and tools to assist in short term clean-up of facilities.
- Reimbursement for the purchase of the above made from the date of the relevant disaster.
- Funds to repair or replace when this is lower than the premium excess set by the insurance provider may be eligible.
- Excess coverage for insurance claims*

* Costs recovered through insurance claim payments or other sources are not eligible under this program.

6. Application process and conditions

6.1 How to apply

To apply for funding under this program (or any Sport grant program), organisations must register in the Sport Grant Registration Portal (GRP). An organisation or individual can only be registered once. For more information about the GRP or to register, visit the Client Portal.

The declaration section of the application MUST be completed by an accountable officer for the organisation, as an endorsement of the accuracy of the application and agreeing to the terms and conditions associated with the grant.

6.2 What supporting documentation is required?

- inspection by DSROPG and/or photographic evidence of affected areas
- invoices/proof of payment demonstrating the organisation's own funds were used to repair damage (where the facility has already returned to operation)
- a copy of the organisation's bank statement must be uploaded, which provides BSB, Account Number and Account Name of the organisation.

The bank account details provided in the application must match the details shown on the bank statement. The bank statement must be no more than three months old at the time of application.

If an application does not include all mandatory supporting documentation, DSROPG will contact the applicant and request the outstanding information. Applicants must provide the requested documentation within 60 business days of the request.

Where the requested documentation is not provided within this timeframe, or sufficient information is not provided to enable DSROPG to determine eligibility, the application will be assessed based on the information provided. This may result in the application being deemed ineligible.

6.3 Assessment process

Applications will be assessed by DSROPG against the program eligibility criteria as they are received (refer to Section 4.1).

Applications will be assessed on how well applicants demonstrate they meet the eligibility requirements and the degree to which the project will assist in re-establishing sport, active recreation and racing activities.

DSROPG may seek (at its discretion) clarification or further information from an applicant, including but not limited to information about any other local or State government funding received by the organisation, where the provision of such further information may assist in assessment.

DSROPG will retain all documents submitted and will not return these to the organisation. The organisation must ensure that its officers, employees, agents and/or sub-contractors do not

make any public announcement or advertisement in any medium in relation to the process or the program without the prior written consent of DSROPG.

6.4 Payment arrangements

Approved funding will be provided as one instalment.

Organisations must obtain an ABN to be funded by DSROPG. While it is not necessary to have an ABN to apply under the program, should the application be successful, an ABN will be required for DSROPG to pay funding for the approved project.

Payments will be made within 10 business days of DSROPG approval and all payment information being received. To make a payment for any approved grant, an ABN and the organisation's eligible bank statement (no more than three months old at the time of application) will be required.

6.5 GST application

Goods and Services Tax (GST) is a broad-based tax of 10% on the sale of most goods and services purchased in Australia.

Organisations with current or projected annual turnover for all revenue activities of $150,000 or more (including this project), must be registered for GST. Compliance with the legislation is a requirement of Federal taxation legislation. For more information the Australian Taxation Office can be contacted on 13 24 78 or visit www.ato.gov.au.

The grant funding amounts referenced in this guideline are GST exclusive.

6.6 Appeals process

Sport and Racing staff can provide an applicant that has not been approved with an initial explanation of the rationale for the decision.

If an applicant is not satisfied with a decision, such as an application not being approved for funding, the grant applicant can request a review of the decision. An appeal can be requested where the applicant believes the decision does not adhere to the program guidelines and/or DSROPG's process of the application.

The appeals process does not include applicants challenging the program guidelines or seeking variations or exceptions to the program guidelines.

Appeals will only be considered if received by DSROPG within 10 business days from the date of the applicant's receipt of written notification from DSROPG on the outcome of the organisation's application. Appeals must be lodged in writing to SR_Infrastructure@sport.qld.gov.au. Organisations will be notified in writing of the appeal outcome.

6.7 Conditions of application

Submitting an application does not guarantee the application will be approved. DSROPG reserves the right at its sole discretion to refuse an application, not assess an application or not approve funding, for any reason, irrespective of whether the eligibility and assessment criteria have been met.

DSROPG reserves the right, at any time, whether before or after, the closing date for each category of funding, to:

- cancel or vary the assessment process
- close early, suspend, stop or extend the operation of the program or the application process
- amend dates including extending the closing date
- vary the program, including the proposed terms and conditions of funding and/or these guidelines to consider or reject an application received after the closing date and time
- consider an application submitted other than in accordance with the requirements of the application process, including accepting a non-conforming or incomplete application
- determine whether a project meets the eligibility criteria, project requirements and other requirements set out in these guidelines and should be deemed ineligible
- change the allocation of funding available under the program, the eligibility criteria or the types of projects that will be considered.

Any action taken to close early, suspend, stop or extend the program will be notified on the program website.

Organisations accept the risk, responsibility and liability connected with submitting an application and will not make any claim in connection with a decision by DSROPG to exercise or not to exercise any of its rights in relation to the application process.

The application and participation in the application process does not constitute an offer or an invitation to make an offer under the application process. It also does not indicate an intention by DSROPG to enter into any form of legal relations with any party. The acceptance of an application or any invitation to negotiate will not be effective to constitute a contract or to create any legitimate expectation on an organisation's part unless, and until, a formal written funding agreement is entered into (as per the process set out in the funding terms and conditions). Nothing in this application process amounts to any process contract and in making the application available and conducting this application process, DSROPG expressly excludes any process contract arising.

Should you require any assistance a full list of Sport offices can be found in Appendix A.

7. Acknowledgement and audit requirements

The Queensland Government must be appropriately acknowledged by approved organisations in any promotion of the approved project. Further information on acknowledging the funding provided by the Queensland Government is available at: https://www.sport.qld.gov.au/sport/funding-programs/acknowledgement

Approved organisations may be subject to an audit from DSROPG. DSROPG will undertake a random audit of approved projects to ensure that projects are delivered as approved.

All organisations funded by DSROPG are required to keep accurate records of expenditure (including invoices or receipts) to support the delivery of the approved project. These records are to be made available to DSROPG should the organisation be selected for an audit.

8. Reporting

Approved applicants may be asked to complete a survey post event. The information within the survey will be used to help DSROPG evaluate the program. Approved applicants may also be asked to provide information to support a case study on their performance journey to promote the outcomes of the program.

9. Personal information

DSROPG will disclose details of approved funding and details of accountable officers (such as name, position in the organisation, and telephone number) to the Queensland Reconstruction Authority (QRA) and local Members of Parliament. Information on approved organisations and details of approved projects, such as approved funding and location of the project will also be made available on DSROPG website and may be provided to local governments and relevant sport, active recreation and racing organisations for the purpose of advice on approved project information. Organisation information will not be disclosed to any other parties unless authorised or required by law, subject to the above.

Further information on how DSROPG manages personal information can be found at https://www.sport.qld.gov.au/site-information/privacy

Appendix A – Sport offices

Head Office – Sport and Racing
General enquiries: 13 74 68 (13 QGOV) Email: SR_Info@sport.qld.gov.au Fax: (07) 3338 9226

Sport and Racing Infrastructure office
Email: SR_Infrastructure@sport.qld.gov.au

North Coast

Sunshine Coast office Level 1, 80 Currimundi Road, CURRIMUNDI QLD 4551 PO Box 780, MOFFAT BEACH QLD Phone: (07) 5459 6176 Email: SportRecNorthCoast@sport.qld.gov.au

Brisbane office— North Coast service area
Level 6, 140 Creek Street, BRISBANE QLD 4000 PO Box 15478, CITY EAST QLD 4002 Phone: (07) 5459 6176 Email: SportRecNorthCoast@sport.qld.gov.au

South Coast

Logan office
Unit 9 Level 1, 54-66 Perrin Drive, UNDERWOOD QLD 4119 Phone: (07) 3078 3188 Email: SportRecSouthCoast@sport.qld.gov.au

Brisbane office—South Coast service area
Level 6, 140 Creek Street, BRISBANE QLD 4000 PO Box 15478, CITY EAST QLD 4002 Phone: (07) 3078 3188 Email: SportRecSouthCoast@sport.qld.gov.au

Gold Coast office
1525 Gold Coast Highway, PALM BEACH QLD 4221 PO Box 50, BURLEIGH HEADS QLD 4220 Phone: (07) 5669 2114 Email: SportRecSouthCoast@sport.qld.gov.au

Central Queensland

Rockhampton office
Aurizon Stadium, 75-103 Murray Street ROCKHAMPTON QLD 4700 PO Box 822, ROCKHAMPTON QLD 4700 Phone: (07) 4936 0510 Email: SportRecCentral@sport.qld.gov.au

Mackay office
Harrup Park, 89 Juliet Street, SOUTH MACKAY QLD 4740 PO Box 239, MACKAY QLD 4740 Phone: 0436 674 974 or 0409 757 477 Email: SportRecCentral@sport.qld.gov.au

Emerald office
99 Hospital Road, EMERALD QLD 4720 PO Box 346, EMERALD QLD 4720 Phone: (07) 4991 0830 Email: SportRecCentral@sport.qld.gov.au

South West Queensland

Toowoomba office
Toowoomba Sports Ground, Ground Floor, Clive Berghofer Stadium, 47 Arthur Street, TOOWOOMBA QLD 4350 PO Box 2259, TOOWOOMBA QLD 4350 Phone: (07) 4596 1006 Email: SportRecSouthWest@sport.qld.gov.au

Dalby office
30 Nicholson Street, DALBY QLD 4405 PO Box 3, DALBY QLD 4405 Phone: (07) 4531 8525 Email: SportRecSouthWest@sport.qld.gov.au

Bundaberg office
16 Enterprise Street, BUNDABERG QLD 4670 PO Box 618, BUNDABERG QLD 4670 Phone: (07) 4131 2702 Email: SportRecSouthWest@sport.qld.gov.au

Hervey Bay office
Ground Floor, Brendan Hansen Building, 50-54 Main Street, HERVEY BAY QLD 4655 PO Box 3054, HERVEY BAY QLD 4655 Phone: (07) 4336 7001 Email: SportRecSouthWest@sport.qld.gov.au

Northern Queensland

Townsville office
Townsville Sports House, 3-9 Redpath Street, NORTH WARD QLD 4810 PO Box 1468, TOWNSVILLE QLD 4810 Phone: (07) 4722 5381 Email: SportRecNorthern@sport.qld.gov.au

Mount Isa office
Suite 27, Mount Isa House, Mary Street, MOUNT ISA QLD 4825 PO Box 1605, MOUNT ISA QLD 4825 Phone: 0436 834 036 Email: SportRecNorthern@sport.qld.gov.au

Far North Queensland

Cairns office
Level 2, Building 2, William McCormack Place, 5B Sheridan Street, CAIRNS QLD 4870 PO Box 2494, CAIRNS QLD 4870 Phone: (07) 4222 5236 Email: SportRecFarNorth@sport.qld.gov.au

Appendix B – Eligible activities

Abseiling	Dodgeball	Motor Sport	Skateboarding
Acrobatics	Dragon Boating	Motorcycling	Skipping
Active Recreation	Drill Dance	Mountain Bike Orienteering	Sky Diving
Adventure Racing	Endurance Riding	Mountain Biking	Slacklining
Aerobics	Equestrian	Muay Thai	Snow Sports
Aerobics - Aqua	Extreme Sport	Netball	Snowboard
Aikido	Fencing	Netball - Indoor	Softball
Air Sport	Fistball	Offside Tag	Sport Climbing
Archery	Fitness	On Country Activities	Squash
Athletics	Floorball	Orienteering	Stand Up Paddleboarding
Athletics Little	Flying Disc	Outrigger Canoeing	Surf – Other (e.g. Kitesurfing)
Australian Football	Football	Oztag	Surfing
Badminton	Football - Indoor	Paintball	Surfing - Body Boarding
Barrel Racing	Futsal	Parachuting	Swimming
Baseball	Gaelic Football	Parkour	Swimming - Synchronised
Basketball	Gateball	Petanque	Table Tennis
Baton Twirling	Geocaching	Pickleball	Taekwondo
Beach Volleyball	Gliding	Pilates	Tai Chi
Billiards/Snooker	Golf	Polo	Team Penning
Blind Sports	Gridiron	Polocrosse	Tennis
BMX	Gridiron – Flag Football	Pony Club	Tenpin bowling
Bocce	Gymnastics	Power Boats	Touch
Boccia	Handball	Power Lifting	Traditional Indigenous Dance
Bowls - Indoor	Hang Gliding	Racing – Greyhound	Traditional Indigenous Games
Bowls - Lawn	Hockey	Racing – Harness	Trail Bike Riding
Boxing	Horse Riding - Recreational	Racing – Thoroughbred	Trampolining
Boxing - Kick	Hurling	Recreational Fishing	Triathlon
Broomball	Iaido	Riding For Disabled	Ultimate Disc (inc Disc Golf)
Bushwalking	Ice Hockey	Rock Climbing	Underwater Sports
Calisthenics	Ice Racing	Rodeo	Vigoro
Campdraft	Ice Skating	Rogaining	Volleyball
Canoeing	Indoor Tennis	Roller Blading	Wakeboarding
Carriage Driving	Inline Hockey	Roller Derby	Walking
Cheerleading	Intellectual Impairment Sports	Roller Skating	Water Polo
Circus Skills	Ju Jitsu	Roller Sports	Water Skiing
Climbing - Indoor	Judo	Rowing	Wave Ski Surfing
Cricket	Karate	Rugby League	Weightlifting
Cricket - Indoor	Karting	Rugby Union	Wheelchair Basketball
Croquet	Kayaking	Running	Wheelchair Rugby
Curling	Kendo	Sailing	White Water Rafting
Cutting	Kung Fu – Wushu	Scuba	Windsurfing
Cycling	Lacrosse	Shooting	Woodchopping
Dance	Laser tag	Shooting - Clay Target	Wrestling
Dancesport	Life Saving Royal	Shooting - Pistol	Yachting
Darts	Life Saving Surf	Shooting - Rifle	Yoga
Deaf Sports	Martial Arts	Shooting - Sporting	Zen Do Kai
Disability Sports	Medieval Combat	Shooting - Sporting Clays	Zumba
Disable Winter Sports	Mixed Martial Art	Shooting - Targets	
Diving	Modern Pentathlon	Skate - Scooter Activities	

Appendix C – Funding Terms and Conditions

The following terms and conditions will apply to the funding if this application is approved, from the date of the Department's letter of funding approval.

1. In these Funding Terms and Conditions, capitalised words and phrases have the following meaning:

a. 'We' or 'Us' or 'Department' means the State of Queensland through the Department of Sport, Racing and Olympic and Paralympic Games.

b. 'You' 'Your' or 'Organisation' means the organisation specified in the application form in Section 1 under the heading 'Full legal incorporated name' which has been approved to receive funding under the Sport and Racing Disaster Recovery Program.

c. 'Approved Funding' means that amount as stipulated in Your notification letter.

d. 'Approved Items / Works' means the items and/or works outlined in Requested Works Table forming part of the application process and approved by Us, except if varied in Your notification letter, then it means those items and/or works outlined in Your notification letter.

e. 'Funding Agreement' means Your notification letter (including any attachments), these Funding Terms and Conditions (or, if required under clause 4, the additional funding agreement), your application form (excluding these Funding Terms and Conditions), Requested Works Table and the Program Guidelines. Where any inconsistency exists between these documents, the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

f. 'Program Guidelines' means the Sport and Racing Disaster Recovery Program Guidelines available at https://www.qld.gov.au/recreation/sports/funding/disaster-recovery

g. 'Requested Works Table' means the separate table that is either attached to the application form or uploaded as part of the online application process.

h. 'Your notification letter' means the letter issued to You by the Department (being, either the Department's letter of approval sent via email or a letter following the Minister for Sport's letter of approval sent via email).

2. The Department reserves the right to withdraw the Sport and Racing Disaster Recovery Program or make changes at any time. Any changes to the program will be publicly advertised on the Department's website at https://www.qld.gov.au/recreation/sports/funding/disaster-recovery

3. In consideration of You complying with the Funding Agreement, we will provide You with the Approved Funding within 10 business days of the later of the following:

a. the date of Your notification letter (or execution of an additional funding agreement, if required);

b. Your provision of Your ABN to Us;

c. Your completed EFT form (with bank account details in Your Organisation's legal name); and

d. a copy of Your bank statement which details Your account information or a letter from the financial institution with details of the Your account for the payment of the Approved Funding. The Organisation's legal name and account details on the bank statement must match the organisation's legal name and account details on the EFT form.

4. Payment of the Approved Funding and the Funding Agreement is subject to and conditional upon You being compliant with clause 3 as at the due date for payment of the Approved Funding. Any payment of the Approved Funding to You by the Department is not an admission or acceptance by the Department that You have complied with the Funding Agreement.

5. The Department has no obligation to pay the Approved Funding if You do not comply with Clause 3. Following provision of a notice by the Department to address any compliance issues with Clause 3, if the compliance items remain outstanding, the Department may provide notice to You that the Funding Agreement is at an end. Upon provision of such notice, the Funding Agreement will immediately come to an end, and the Department will have no obligation to pay the Approved Funding to You and You must return any Approved Funding paid, if requested by the Department.

6. Your application and/or use of the Approved Funding will be deemed as acceptance of the Funding Agreement. We may in our absolute discretion, require You to enter into an additional funding agreement (for example, if We determine this is required based on severity of damage or the amount of funding approved). If Your notification letter requires entry into an additional funding agreement, then these Funding Terms and Conditions will not apply, and additional funding agreement will apply instead upon execution of that agreement. We will not make any payment of the Approved Funding until the additional funding agreement is signed.

7. The Funding Agreement commences on the date of Your notification letter, and ends 12 months after that date, unless terminated earlier in accordance with clause 5, 17 or 18.

8. You warrant that the person submitting the application form and agreeing to be bound by the Funding Agreement, is authorised to do so on behalf of the Organisation.

9. Payment will be made by electronic transfer in accordance with the bank account details specified in the EFT form provided with Your application form. It is Your responsibility to immediately notify Us of any changes to Your bank details by providing either a bank statement which details Your account information or a letter from the financial institution with details of the Your account for the payment of the Approved Funding.

10. You must:

a. undertake the Approved Items/ Works;

b. use the Approved Funding by the date that is 12 months after the date of Your notification letter for the purposes set out in the Program Guidelines and for the Approved Items / Works and for no other purpose;

c. obtain Our prior written approval for all variations to the Approved Items / Works;

d. acknowledge the Queensland Government's funding contribution as specified in the Program Guidelines;

e. keep accurate records and accounts of expenditure of the Approved Funding;

f. keep all records relating to the Approved Funding and the works carried out with the Approved Funding for a period of 7 years, and permit Us access to such records for audit for any reasonable time;

g. comply with all relevant Acts, subordinate legislation and lawful requirements in carrying out the works using the Approved Funding;

h. comply with any special conditions specified in Your notification letter;

i. upon receipt of an invoice from the Department, return to the Department any part of the Approved Funding not spent, expended or committed, in accordance with the Funding Agreement (as determined by the Department) as follows:

   i. in accordance with the amount and date specified in the notice provided in clause 19, where the Funding Agreement is terminated by the Department;

   ii. immediately where the Organisation terminates the Funding Agreement pursuant to clause 18; and

   iii. by the date that is 12 months after the date of Your notification letter where (i) or (ii) above, does not apply; and

j. refund any amount of the Approved Funding:

   i. immediately for any amount of Approved Funding used to repair/replace items compensated for under an insurance claim or through other financial sources (including funding from the QRA or another grant)

   ii. or where the landowner (or the Council) is responsible for and pays the cost of the Approved Items/Works; or

   iii. expended other than in accordance with the Funding Agreement plus any interest, within 10 business days of receipt of a written notice by Us requiring You to do so. Interest will be calculated on daily balances at the rate per annum determined by the Supreme Court of Queensland on judgments by default as applicable at the date of the Our notice and is fully capitalised on the last day of each month if unpaid.

11. If You spend the Approved Funding or any part of the Approved Funding for any other purposes other than those allowed by the Funding Agreement or fail to return money to Us under clauses 10l and 10m, that amount will be deemed to be a liquidated debt due and payable to Us.

12. You agree to release, discharge, indemnify and keep indemnified the State of Queensland, its employee and agents from and against any loss, damages, claims, legal costs, expenses and costs arising from:

a. the Approved Items / Works;

b. Your non-compliance with the Funding Agreement;

c. any negligent act or omission or wilful misconduct by You, Your employees, contractors or agents;

d. Your contravention of any legislative requirement;

e. the death, injury, loss or damage to any person; or

f. an actual or threatened breach of any third party's intellectual property rights or moral rights.

13. You agree that any information (including personal information) that We collect from You during the term of the Funding Agreement is collected for the purposes of administering the Funding Agreement and the Sport and Racing Disaster Recovery Program. This information will only be accessed by Our authorised employees. You agree that We may disclose to third parties (including the Queensland Reconstruction Authority), some or all of the information contained in the Funding Agreement, and Your general details and details of the Approved Items / Works for the purposes of publicising the funding arrangement and programs of the Department and administering the Sport and Racing Disaster Recovery Program. Your information will not be disclosed to any other parties unless authorised or required by law.

14. The Approved Funding is exclusive of Goods and Services Tax or similar tax, levy or impost imposed by the Commonwealth ('GST').

15. Where You are registered for GST:

    a. We will pay You the GST amount at the same time as paying the Approved Funding;

    b. You agree to allow Us to issue You with a Recipient Created Tax Invoice (RCTI) in respect of GST applicable to advances of the Approved Funding. The following requirements will apply for the duration of the Funding Agreement:

        i. We can issue You with an RCTI in respect of the supplies;

        ii. You will not issue tax invoices in respect of the supplies for which We issue RCTIs;

        iii. You acknowledge that You are registered for GST and agree to notify Us if You cease to be registered;

        iv. We acknowledge that We are registered for GST and agree to notify You if We cease to be registered for GST;

        v. by fulfilling all these conditions, We will issue a RCTI upon each payment made to You under the Funding Agreement; and

        vi. both parties to this supply agree that they are parties to an RCTI agreement as outlined in GSTR2000/10.

    c. c. You agree to notify Us if You do not wish to accept this RCTI arrangement.

16. Where You are not registered for GST:

    a. the GST amount will not be added to the Approved Funding, and We will issue an Advice of Payment for the Approved Funding;

        i. The approved funding can be used to pay the GST component of expenses

17. You will be in breach of the Funding Agreement and We may suspend or terminate the Funding Agreement if:

    a. You do not comply with either a notice to remedy a default (within the timeframe specified in the notice) or any provision in the Funding Agreement; or

    b. You become insolvent, enter into external administration, are wound up (except if the stay on enforcing rights under Part 5.1 of the Corporations Act 2001 (Cth) applies), or in Our opinion, suffer financial distress which may have an adverse effect on Your ability to comply with the terms of the Funding Agreement or Your ability to complete the Approved Items / Works.

c. is no longer eligible to receive the funding under the Sport and Racing Disaster Recovery Program.

18. Either party may terminate the Funding Agreement for any reason, on the provision of one month's written notice to the other party. If the Funding Agreement is terminated under this clause 18, neither party will have any liability to pay the reasonable costs of the other party in relation to the termination.

19. If the Funding Agreement is terminated by Us under clause 17 or 18, You agree to comply with the requirements specified in any notice given by Us, including any directions regarding the return of any unspent part of the Approved Funding.

20. General

a. You agree not to assign or subcontract Your rights and obligations under the Funding Agreement, without Our prior written consent;

b. No rights under the Funding Agreement will be waived except by notice in writing signed by each party;

c. The Funding Agreement is governed by the laws of the State of Queensland;

d. All notices under the Funding Agreement must be in writing and may be delivered by hand, prepaid post, or fax to the other party, unless a specific mode of delivery is specified by either party. Your notices are to be provided to the Accountable Officer specified under the same heading in Section 1 of the application form.

e. The Funding Agreement may only be varied by:

i. a document signed by or on behalf of each party;

ii. an email exchange between the parties using the following email addresses: for the Organisation as specified in the Organisation's login; and for the Department being SRSgrants@dtis.qld.gov.au (or other email address as notified in writing). The Electronic Transactions (Queensland) Act 2001 specifies applicable rules for time of dispatch (s23), time of receipt (s24), time of receipt (s24), and place of dispatch and receipt (s25), which will apply unless otherwise agreed between the parties; or

iii. a Department approved application through the Department's Enquire system.

f. If any provision of the Funding Agreement is held to be illegal or unenforceable, the provision will be severed from the Funding Agreement, and the remaining provisions will govern the relationship of the parties.

g. Clauses 5, 10, 11, 12, 13, 18, 19 and 20 will survive expiration or termination of the Funding Agreement.

ACKNOWLEDGEMENT OF COUNTRY

The Department of Sport, Racing and Olympic and Paralympic Games acknowledges Aboriginal people and Torres Strait Islander people as the traditional custodians of the lands and waterways.

We respectfully acknowledge and recognise Aboriginal and Torres Strait Islander peoples' connection to country as an integral element of identity, culture, customs, and the rich diversity within their communities.

We offer our respect to the Elders past, present and future and recognise their ongoing connection to Country and community over thousands of generations, and the significant contributions they continue to make to Queensland where we live, work and play.

We are committed to strengthening partnerships with Aboriginal and Torres Strait Islander peoples, communities and organisations in our journey to enrich lives and communities. We aim to build a stronger, culturally safe, and inclusive workforce, ensuring our policies, procedures, and governance reflect genuine respect for Aboriginal and Torres Strait Islander cultures and contribute to delivering quality services for all Queenslanders.