



Tennis Victoria ACE Grants – Terms and Conditions

ACE inclusion and diversity grants ('Grants Program') are funded and administered by the Victorian Tennis Association (ABN 29 757 304 158) ('TVIC'). TVIC is a Member Association of Tennis Australia Limited (ABN 61 006 281 125) ('Tennis Australia'). Tennis clubs and coaches are encouraged to apply for grants of up to \$1,500 to encourage participation in tennis for under-represented groups.

Tennis Victoria would like to thank and acknowledge Sport and Recreation Victoria for their ongoing support of the ACE Grants Program through the Together More Active Funding.

Clubs and coaches can now apply for an ACE Grant to support their Inclusion projects to be delivered by June 30, 2023. The following terms and conditions apply to the Grants Program:

Applications

1. Applications are open to those organisations and individuals as set out in the Grants Program Guidelines and Application Form ('Application Guidelines') available [here](#).
2. If an application does not comply with these terms and conditions or the Application Guidelines, it will be withdrawn from consideration.
3. To apply for a grant, applicants must accurately and truthfully complete the Application Form available [here](#).
4. To be considered for the Grants Program, completed applications must be submitted by the deadline set out in the Application Guidelines.
5. By submitting an application, the applicant warrants that all information given and each statement made to TVIC by the applicant or its agents is true, correct and not misleading in any way.
6. These terms and conditions are to be read in conjunction with the completed Application Form, the Application Guidelines, the Letter of Offer for successful applicants and the eligibility criteria detailed in the Application Guidelines (collectively, 'the Application Documentation').
7. The Application Documentation forms the terms of agreement for the distribution of the grant. The Application Documentation is governed by the laws applying in the State of Victoria.
8. As the number of responses may be substantial, not every application that meets the selection criteria will necessarily receive a grant. The decision as to who grants will be awarded to, and the amount of the grant is at the ultimate and sole discretion of TVIC, and guided by the principles set out in the Application Guidelines.

Successful Grant Recipients

9. A successful grant recipient ('Recipient') must only use any funds distributed by TVIC that form part of the grant for purpose of completing the project detailed in the Application Documentation, and as permitted by the Application Documentation ('Approved Purpose'). The Recipient must undertake the Approved Purpose in a timely, diligent, reasonable and economical manner, and exercising reasonable skill and care. If the Application documentation contains a plan for carrying out the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan.



10. By submitting a completed Application Form, applicants and successful Recipients consent to TVIC disclosing the information provided in the Application Form for the purposes of conducting the Community Grants program, reviewing, processing and awarding the grants and any other matter connected to or incidental to the program.
11. Applicants and Recipients may be contacted by TVIC and/or its representatives, directly for the purpose of validation of information contained in the completed Application Form and due diligence. All completed Application Forms become the property of TVIC.
12. TVIC reserves the right, at any time, to verify the validity of information contained in the Application Forms and to disqualify any applicant that submits an Application Form that is not accurate, truthful or that does not otherwise comply with these terms and conditions.
13. Recipients must submit tax invoices to TVIC in accordance with the requirements set out in the Application Guidelines. TVIC will not make any grant payment to a Recipient until it has received a valid tax invoice from the Recipient.
14. Recipients must provide to TVIC the reports and other documents specified in the Application Documentation.
15. TVIC may from time to time review, monitor or audit any matter or thing related to the Grant Program, the performance by the Recipient of its obligations under the Application Documentation, the carrying out of the Approved Purpose or the receipt, use or expenditure of the grant. The Recipient must in connection with any such review, monitoring or audit by TVIC comply with any reasonable directions of TVIC.
16. If the Recipient fails to comply with the timelines and due dates set out in the Application Guidelines, TVIC may, in its absolute discretion, revoke its decision to award the grant to the Recipient and the Recipient will forfeit the grant.
17. Applicants should check the nature of any supply made by TVIC with their taxation adviser. Notwithstanding, any grant from the Grants Program is a 'gift' and gifts under income tax legislation do not attract GST. A receipt may be requested by TVIC to confirm arrival of the gift.
18. If, at any time, the purpose of the grant funded project no longer exists or the project is no longer able to be achieved in the manner described in the completed Application Form, the Recipient must advise TVIC to discuss alternate options.
19. TVIC may, at its sole discretion, vary the amount of the grant at any time.
20. TVIC may, at its sole discretion require the Recipient to repay any unexpended funds forming part of the grant. The Recipient must repay to TVIC on demand in writing:
 - a. Any part of the grant that is not required by the Recipient to carry out the Approved Purpose; and
 - b. Any part of the grant that is used by the Recipient for a purpose that is not the Approved Purpose.
21. TVIC may request the Recipient to provide public acknowledgement of the grant funding.
22. All Grant Material, use of TVIC logo or Tennis Australia logo (if applicable) and/or any reference to any other Grant Program intellectual property by the Recipient is subject to approval by TVIC prior to use.



23. The Recipient acknowledges the importance of maintaining the good name and reputation of the Grants Program, Tennis Australia and TVIC.
24. The Recipient may be requested to provide general assistance with promotional or marketing campaigns being run by TVIC, or any other corporate government partner in relation to the Grants Program. For example, TVIC may request the Recipient to provide photos, quotes and other materials for marketing or promotional campaigns ('Marketing Materials'), which will become the property of TVIC for use in marketing, promotional, advertising and other related purposes without any payment being made to the Recipient. The Recipient and TVIC will work together to obtain all necessary consents from third parties to enable TVIC to use the Marketing Materials.
25. The Recipient, and any members of the Recipient's club, consent to TVIC, Tennis Australia and their government and commercial partners taking images of the project funded by the Grants Program, and that any such photographs or video footage may be used by the above organisations for use in promotional, advertising or marketing materials, without any further notice or payment to the Recipient or the members of the Recipient's club.
26. TVIC is not liable for any loss, damage or personal injury suffered or sustained in connection with, or as a result of, the Grants Program, use of a grant, or participation in the program.
27. The Recipient agrees to indemnify, and keep indemnified, Tennis Australia, TVIC and their officers, employees and agents against any loss, liability, injury or death incurred by Tennis Australia or TVIC including any loss or damage to their property, or loss or expense incurred by them in dealing with any claim against them howsoever arising from or in connection with any acts, omissions and/or negligence of the Recipient, its employees or its agents in relation to the Grants Program.
28. The Recipient agrees to comply with TVIC's reasonable directions and policies including but not limited to the Tennis Australia National Policies: <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>.
29. The Recipient must keep and maintain adequate insurance (including public liability insurance) for the activities carried out in relation to this program, or projects the subject of this program, against any claims for loss or damage to property and/or injury or death to persons.
30. An authorised TVIC representative may, where appropriate, visit the program project site before, during and after the funding period, at times agreed by both parties.
31. The Grants program can be suspended or terminated at any time by TVIC without notice.

These terms and conditions may be amended or withdrawn at the discretion of TVIC. In such instances, revised conditions will be published [here](#). Applicants should visit the website from time to time to review the current and effective terms and conditions.