

# Letter of Offer

To: [##] (**Applicant / you / your**)

Client ID: [insert]

Application ID: [insert]

QRIDA Reference: [insert]

[DATE]

[Address]

[Address]

[Address]

[Address]

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**There are 3 parts to this Letter of Offer:**

- 1. Terms and Conditions**
- 2. Application Declaration and Authorisation**

To: [##] (**Applicant / you / your**)  
Client ID: [insert]  
Application ID: [insert]  
QRIDA Reference: [insert]

**Queensland Rural and  
Industry Development  
Authority**

[Date]

[Address]  
[Address]

[Address]  
[Address]

Dear Sir/Madam

## **Fisheries Structural Adjustment Scheme – Letter of Offer – [Round One]**

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- 1 Thank you for your application for assistance under the Queensland Government's Fisheries Structural Adjustment Scheme (**Scheme**), established pursuant to the Amendment of [Rural and Regional Adjustment Regulation 2011 through the *Fisheries and Other Legislation (Structural Reform) Amendment Regulation 2023 (Qld)*] (**Regulation**) and which is being administered by the Queensland Rural and Industry Development Authority (**QRIDA**).
- 2 We have assessed your application made to QRIDA (**Application**) and are pleased to advise that, subject to your acceptance of this Letter of Offer and subject to paragraph 8, you are eligible to receive the following financial assistance payment (**Assistance**) pursuant to the Scheme:
- 3 The Assistance is provided to you pursuant to the Scheme as compensation for:

### **Terms and Conditions**

#### **Agreement**

- 4 The agreement contained in this Letter of Offer consists of the following parts:
  - (a) these Terms and Conditions (excluding your application);
  - (b) the Declaration and Authorisation contained in your application [(attached as an annexure to this Letter of Offer)]; and
  - (c) the Scheme Guidelines (which are available on QRIDA's website).
- 5 If there is any conflict or inconsistency between any of the parts of this Letter of Offer, the terms of the part first appearing in paragraph 4 will prevail, subject to the Regulations.
- 6 This Letter of Offer forms a valid and binding agreement between the parties once both parties have signed their respective execution blocks under the heading "Execution Pages" below.

### Payment by QRIDA

- 7 Subject to the terms and conditions of this Letter of Offer, QRIDA will provide you with the Assistance, through payment of the relevant amounts into the bank account specified in your application. Such payment will fully discharge QRIDA's obligations in respect of providing the Assistance and QRIDA will not be responsible for any errors in the bank details specified in your application.

Queensland Rural and  
Industry Development  
Authority

### Surrender and acknowledgements

- 8 Where surrender is contemplated in paragraph 3, upon receipt of the Assistance, you acknowledge and agree that you fully and irrevocably surrender your Primary Commercial Fishing Licence or certain aspects thereof, as described in paragraph 3 (**Surrender**). You further acknowledge and agree that you have made this surrender of your own free will, without being influenced by any third party.
- 9 By signing this Letter of Offer, you acknowledge and agree that:
- (a) you have read and understood this Letter of Offer;
  - (b) you are the holder(s)/ lessee of the relevant Primary Commercial Fishing Licence which is the subject of your application and are authorised to make the Application;
  - (c) you have not and will not before the end of the day on 30 April 2024, sell, lease, move or transfer your Primary Commercial Fishing Licence, or any fishery symbol or quota unit the subject of your application.

### Clear title and indemnity

- 10 You acknowledge and agree that provision of the Assistance is conditional on there being no Encumbrance affecting the relevant Primary Commercial Fishing Licence which is the subject of the Assistance and by signing this Letter of Offer you represent and warrant to QRIDA that there is no such Encumbrance. Should there be any such Encumbrances, you agree to indemnify QRIDA and the Department of Agriculture and Fisheries in respect of any issues that may arise.
- 11 In this Letter of Offer, **Encumbrance** means any one or more of the following:
- (a) any interest, right or power that in substance secures payment or performance of any obligation, for example a mortgage, charge or security interest under the Personal Property Securities Act 2009 (Cth);
  - (b) any preferential or adverse interest of any kind;
  - (c) a right to set-off or right to withhold payment of a deposit or other money;
  - (d) an easement, restrictive covenant, caveat or similar restriction over property;
  - (e) any other registered or unregistered security interest; or
  - (f) an agreement to create any of the items referred to in paragraphs (a) to (e) above or to allow any of those items to exist.

### Release and waiver

- 12 In consideration for receiving the financial assistance for which you are eligible under the Scheme, you fully release and forever discharge QRIDA and DAF (and their respective officers, employees, consultants, agents and advisors) (**Released Persons**) from and against all Claims which you may or might have had or might assert arising directly or indirectly in relation to the Scheme and its implementation, including in relation to any Surrender and any effects on your activities or the provision of the Assistance by QRIDA in accordance with this Letter of Offer.

- 13 This Letter of Offer may be pleaded as a full and complete defence by the Released Persons to any action, suit, or proceedings commenced, continued or taken by you or on your behalf in relation to any of the matters the subject of the releases in paragraph 12.
- 14 In this Letter of Offer, **Claim** means any action, suit, claim, demands, causes of action, damages, losses, interest, costs (including legal costs), liabilities, obligations and expenses of any nature and howsoever arising, whether present or future, fixed or unascertained, actual or contingent, direct or indirect and whether at law, in equity, under statute or otherwise arising out of, or in connection with, the Scheme.

### General

- 15 Each party bears its own costs in relation to the preparation and signing of this Letter of Offer.
- 16 This Letter of Offer may be signed in any number of counterparts, including by electronic counterpart with electronic signatures. All counterparts together make one instrument.
- 17 This Letter of Offer supersedes all previous discussions about its subject matter and constitutes the entire agreement between the parties.
- 18 You may not assign this Letter of Offer or a right under this Letter of Offer without the prior written consent of QRIDA.
- 19 An amendment or variation to this Letter of Offer is not effective unless it is in writing and signed by the parties.
- 20 Queensland law governs this Letter of Offer.

### Next steps

- 21 To confirm acceptance of the terms of this Letter of Offer, please execute where indicated below and return a copy to QRIDA within XX days of the date of this Letter of Offer.
- 22 If you require any further information regarding this Assistance, please contact QRIDA on **Freecall 1800 623 946** or email [fisheriesstructuraladjustment@qrida.qld.gov.au](mailto:fisheriesstructuraladjustment@qrida.qld.gov.au).

Yours sincerely

[Name]

[Position]

[QRIDA]



EXECUTION PAGES

Queensland Rural and Industry Development Authority

Executed on behalf of Queensland Rural and Industry Development Authority by its authorised delegate in the presence of:

Signature of Witness

Signature of Delegate

Full name of Witness

Full name of Delegate

DATED:

DATED:

PLEASE SIGN AND RETURN A FULL COPY OF THE SIGNED AGREEMENT TO QRIDA

Authorisation

- I/We confirm that I/we have read and understood the Fisheries Structural Adjustment Scheme Guidelines
I/We have reviewed and accept the terms and conditions as outlined in this Letter of Offer

The applicant hereby confirm its agreement to the terms set out in this Letter of Offer and agrees to be bound by its terms.

Signed by on / /20 in the presence of:

Signature of

Signature of witness

Name of witness (print)



**Queensland Rural and  
Industry Development  
Authority**

Executed by \_\_\_\_\_  
on \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_ by: \_\_\_\_\_  
ACN

^ \_\_\_\_\_  
Director

^ \_\_\_\_\_  
Director/Secretary

^ \_\_\_\_\_  
Full name of Director

^ \_\_\_\_\_  
Full name of Director/Secretary

Executed by \_\_\_\_\_  
on \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_ by: \_\_\_\_\_  
ACN

^ \_\_\_\_\_  
Signature of who signs in the capacity of  
sole secretary and sole director

SAMPLE

## Annexure –, Declaration and Authorisation

### Fisheries Structural Adjustment Scheme - Applicant declaration and authorisation

#### Section 8 – Applicant declaration and authorisation

In the following sections, titled acknowledgements, consents and privacy statement:

- QRIDA means Queensland Rural and Industry Development Authority; and
- Identity Verification Service Provider means Dun & Bradstreet (Australia) Pty Limited ACN 006 399 677 trading as Illion.

Please tick each of the below to indicate your acceptance. Your acknowledgement and acceptance of each item is a condition of submitting a valid application.

#### Acknowledgements

- I/We have read and understood the guidelines at [qrda.qld.gov.au](http://qrda.qld.gov.au) for the Fisheries Structural Adjustment Scheme and have obtained clarification where needed.
- I/We certify that all of the information provided in the whole of this application is true and accurate.
- I/We certify that to the extent this application or any information provided in relation to this application contains information of, or about, another person, I/we have the authorisation of that person to provide the information and for it to be used and disclosed in accordance with the terms of this application.
- I/We are aware that it is an offence and that penalties may be applied under the *Rural and Regional Adjustment Act 1994* (Qld) if any information provided in an application or any document provided in respect of an application is found to be false misleading or incomplete in a material manner.
- I/We have read the Collection Notice and the Privacy Statement below and understand how personal information provided in my/our application may be collected, used and disclosed.
- I/We certify that the business which is subject of this application is not in administration, liquidation or a state of insolvency and that all of the business owners are similarly, to the best of my/our knowledge, not in a state of bankruptcy, insolvency, financial distress or difficulty.

Do you have, or have you had, any business dealings with QRIDA that could be considered an actual, potential, or perceived conflict of interest with this application?  Yes  No

**If yes - please provide details of all your business dealings with QRIDA that may be considered an actual, potential, or perceived conflict of interest.**

#### Discharge of third party's interest

- I/We acknowledge and agree that if the relevant PCFL is charged, mortgaged or given by way of security to any third party or to a bank, the interest held by a bank of any other third party must be discharged prior to the surrender and that I/we will be required to indemnify QRIDA and DAF, and hold it harmless against, any costs, liabilities, damages, expenses and any other losses of whatsoever nature as a result of any charge, mortgage or any other encumbrance affecting the relevant PCFL.

#### Consent to Third Party Disclosures to QRIDA

- I/We give consent to the Chief Executive of the Department of Agriculture and Fisheries (DAF) to give to QRIDA a copy of my/our fishing data to the extent relevant to my/our application.
- I/We authorise any Relevant Person<sup>^</sup> to disclose to QRIDA and each of its authorised representatives such information as QRIDA or an authorised representative considers to be necessary or appropriate in connection with this application or any aspect of the Scheme, including my/our financial statements and personal taxation returns and other supporting information to verify my/our identity, determine if my/our business is eligible to receive a grant under the Scheme and in relation to the administration and management of the Scheme and any grant provided to me/us under the Scheme

<sup>^</sup> For the purposes of the above consents, Relevant Person includes:

- the Identity Verification Service Provider and any accountant, solicitor, business consultant, bank, financier, supplier,
- processor, or other agent named or identified in this application or in supporting documentation provided with, or in support of, this application; and
- any Commonwealth, state or local government department, agency or authority that QRIDA or an authorised representative may consider relevant.

#### Collection Notice

##### Collection and use of your personal information

QRIDA and its authorised representatives are collecting and obtaining (from you and from the Relevant Persons) your personal information (including your name, identification documents, bank account details, date of birth and contact details) in connection with the Scheme, for the following purposes:

- verification of your identity;
- assessment of your application and your eligibility for the Scheme at the time of making the application and on an ongoing basis;
- the administration and management of the Scheme or any grant provided to me/us under the Scheme including for compliance and enforcement purposes; and
- any other purposes related, or otherwise necessary to give effect, to the purposes listed above.

QRIDA and its authorised representatives may also use your personal information for the following purposes:

- to contact you in relation to your application, and the evaluation of the Fisheries Structural Adjustment Scheme;
- to facilitate its internal business operations and fulfil legal obligations;
- to assess the performance of QRIDA and other Queensland and Commonwealth Government grant and loan programs and services;
- to promote or market QRIDA and other Queensland and Commonwealth Government grant and loan programs and services (including the success and outcomes of the programs and services);
- research and development of QRIDA and other Queensland and Commonwealth Government actual and proposed services;
- to identify and assess your eligibility for or interest in other QRIDA and Queensland and Commonwealth Government administered grant and loan programs or services;
- to collate statistical data; and
- as permitted by law, including in accordance with QRIDA's disclosure rights under s. 40 of the *Rural and Regional Adjustment Act 1994*.

#### Disclosure of your personal information

QRIDA may disclose your personal information to the Relevant Persons, QRIDA's employees, contractors, related affiliates and third parties to the extent necessary or convenient to enable QRIDA to further the purposes described above (which do not extend to commercial purposes). Government agencies to whom personal information is to be disclosed are:

- Queensland Government Department of Agriculture and Fisheries
- Queensland Treasury
- Australian Government Department of Agriculture, Water and the Environment

**Section 8 – Applicant declaration and authorisation**

**Consent**

QRIDA has taken all reasonable steps to ensure that the recipients will only use or disclose your personal information for the purpose that it was provided.

By completing and submitting this application, you are consenting to QRIDA handling your personal information in the manner described in this Collection Notice and our Privacy Policy.

**Privacy Statement**

More information about the way QRIDA uses, discloses, and secures your personal information, how you can access and correct that information, and how you can make a complaint about a breach of privacy can be found in its privacy policy (available at <https://www.qrida.qld.gov.au/privacy>). QRIDA will comply with the Human Rights Act 2019 (Qld) when making any decision, including with respect to collection, use, and disclosure of personal information.

*By ticking this box, I/we are acknowledging and/or consenting to each of the matters I/we have indicated above.*

Please note that if:

- more than one (1) person is a holder of the PCFL or quota unit, each holder of the PCFL or quota unit must consent; and
- a public company is the holder of the PCFL or quota unit, a director must consent.

**In signing below, I/we are acknowledging and/or consenting to each of the matters indicated above:**

Applicant	Signature	Name	Position	Date
One				
Two				
Three				
Four				

SAMPLE