



Queensland Rural and  
Industry Development  
Authority

# Funding Agreement

## Remote Communities Freight Assistance Scheme

Queensland Rural and Industry Development  
Authority

and

[INSERT NAME OF RECIPIENT]

## Contents

<b>Schedule 1 - Reference Schedule</b> .....	<b>3</b>
<b>Schedule 2 - Conditions Subsequent and Establishment Assistance Payment Claim Requirements</b> .....	<b>7</b>
<b>Schedule 3 - Discount Assistance and Compliance Assistance Payment Claim Requirements</b> .....	<b>10</b>
<b>Schedule 4 - Basket of Goods</b> .....	<b>12</b>
<b>Schedule 5 - General Terms</b> .....	<b>12</b>
<b>1. Agreement Term</b> .....	<b>13</b>
<b>2. Conditions Subsequent</b> .....	<b>13</b>
2.1 Conditions Subsequent .....	13
2.2 Notice in relation to satisfaction of Conditions Subsequent .....	13
2.3 Waiver of Conditions Subsequent .....	13
2.4 Failure of Conditions Subsequent .....	13
<b>3. Obligations of the Recipient</b> .....	<b>14</b>
3.1 Recipient obligation to carry out the Activity .....	14
3.2 Repayment of Establishment Assistance .....	14
<b>4. Published Percentage Discount</b> .....	<b>15</b>
4.1 Changes to Published Percentage Discount .....	15
4.2 Suspension direction .....	15
<b>5. Funding</b> .....	<b>15</b>
5.1 Payment of the Funding .....	15
5.2 Maximum Funding .....	16
5.3 Suspension of Funding .....	16
5.4 Repayment .....	16
<b>6. Basket of Essential Goods</b> .....	<b>16</b>
<b>7. Intellectual Property</b> .....	<b>17</b>
7.1 Ownership of Intellectual Property .....	17
7.2 Grant of licence to QRIDA .....	17
7.3 Obligations of Recipient to obtain consent .....	17
<b>8. Confidentiality</b> .....	<b>17</b>
8.1 Confidential Information .....	17
8.2 Exceptions .....	17
8.3 Limiting disclosure .....	18
8.4 Breach of confidentiality .....	18
<b>9. Announcements, acknowledgements and media</b> .....	<b>18</b>
9.1 Funding announcement .....	18
9.2 Announcements and acknowledgements .....	18
9.3 Media opportunities .....	19
9.4 Signage .....	19
<b>10. Privacy and Disclosure of Personal Information</b> .....	<b>19</b>
<b>11. Records and quality assurance</b> .....	<b>20</b>
<b>12. GST</b> .....	<b>20</b>
12.1 Definitions .....	20
12.2 Consideration does not include GST .....	20
12.3 Payment of GST .....	20
12.4 Adjustment and reimbursement .....	20

12.5	RCTI.....	21
<b>13.</b>	<b>Termination.....</b>	<b>21</b>
13.1	Termination for default.....	21
13.2	Consequences of termination for default.....	21
13.3	Termination without giving reasons .....	22
<b>14.</b>	<b>Dispute Resolution .....</b>	<b>22</b>
<b>15.</b>	<b>Disclaimer, release and indemnity .....</b>	<b>23</b>
15.1	Disclaimer .....	23
15.2	Release and indemnity .....	23
<b>16.</b>	<b>Insurance .....</b>	<b>23</b>
<b>17.</b>	<b>Miscellaneous.....</b>	<b>24</b>
17.1	Dealings by the Recipient.....	24
17.2	Variation.....	24
17.3	Entire Agreement.....	24
17.4	Severability .....	24
17.5	Waiver.....	24
17.6	Unexpected Event .....	24
17.7	Compliance with Laws .....	24
17.8	Governing Law.....	24
17.9	Surviving obligations.....	24
17.10	Notices .....	25
17.11	Order of precedence.....	25
17.12	Set-off .....	26
<b>18.</b>	<b>Definitions.....</b>	<b>26</b>

## Details

<b>Date</b>		
<b>Parties</b>	<b>QRIDA and Recipient</b>	
<b>QRIDA</b>	Name and ABN	Queensland Rural and Industry Development Authority ABN 30 644 268 943
	Address	Level 26, 32 Turbot Street, Brisbane QLD 4000
	Postal Address	GPO Box 211 Brisbane Queensland 4001
	Phone	1800 623 946
	Email	contact_us@qrída.qld.gov.au
	Attention	[INSERT]
<b>Recipient</b>	Refer to Schedule 1.	
<b>Recitals</b>	<p>A QRIDA is administering the Remote Communities Freight Assistance Scheme (<b>Scheme</b>). The purpose of the Scheme is to reduce the amount of freight costs on eligible essential goods that are passed on to consumers of the goods in remote communities.</p> <p>B The Recipient has submitted an application for funding under the Scheme for QRIDA's consideration.</p> <p>C In reliance on the information provided in the application, QRIDA has agreed to provide funding to the Recipient to assist the Recipient to carry out the Activity, on the terms of this Agreement.</p>	
By signing below, the Parties are entering into an agreement that consists of this cover page and the attached schedules.		
<b>Signed</b> for and on behalf of <b>QRIDA ABN 30 644 268 943</b> by a duly authorised officer in the presence of:		[Alternative 1 – delete if not used] <b>Signed</b> for and on behalf of the <b>Recipient</b> by a duly authorised officer in the presence of
Signature of witness		Signature of witness
Name of witness		Name of witness
Signature of Authorised Person		Signature of Authorised Person
Name of Authorised Person		Name of Authorised Person
Date		Date
		[Alternative 2 – delete if not used] <b>Executed</b> by the <b>Recipient</b> in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by or in the presence of:

OFFICIAL

	Signature of Secretary/other Director
	Name of Secretary/other Director in full
	Signature of Director
	Name of Director in full
	Date

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**Schedule 1 - Reference Schedule**

<b>1. Scheme</b>	Remote Communities Freight Assistance Scheme	
<b>2. Scheme Guidelines</b>	Remote Communities Freight Assistance Scheme Guidelines dated 2 January 2024 as may be amended from time to time	
<b>3. Regulation</b>	Schedule 56 of the <i>Rural and Regional Adjustment Regulation 2011</i> (Qld)	
<b>4. Recipient</b>	Name	[INSERT]
	ABN and GST registration	[INSERT]
	Registered Address	[INSERT]
	Postal Address	[INSERT]
	Phone	[INSERT]
	Email	[INSERT]
	Attention	[INSERT]
<b>5. Recipient's Delegated Officer</b>	Name	[INSERT]
	Position	[INSERT]
	Contact Details	[INSERT]
<b>6. Activity</b>	The application of the Published Percentage Discount to the usual retail price of Essential Goods sold by the Retailer at the Approved Premises during the Operational Term.	
<b>7. Establishment Activities</b>	<p>[If Establishment Assistance is being provided insert, "Any or all of the following activities which are necessary to enable the Recipient to comply with the Discount Assistance and Compliance Assistance Payment Claim Requirements including as necessary:</p> <p>(a) buying, or installing on computer hardware used by the Recipient, digital stock management software, if:</p> <p>(i) the purchase or installation is carried out for each Approved Premises;</p> <p>(ii) the Recipient did not, at any time before the installation, use digital stock management software in relation to the Approved Premises; and</p> <p>(iii) the software will allow the Recipient to comply with the Discount Assistance Payment Claim Requirements; or</p>	

	<p>(b) upgrading or adjusting digital stock management software being used by the Recipient if the upgrade or adjustment is:</p> <p>(i) carried out for each Approved Premises; and</p> <p>(ii) necessary to allow the Recipient to comply with the Discount Assistance Payment Claim Requirements; and</p> <p>(c) engaging a person, other than an Excluded Person, to provide training or a service in relation to (a) or (b) above.</p> <p>To remove any doubt, it is declared that buying, installing or upgrading computer hardware for an eligible business is not an Establishment Activity."</p> <p>If no Establishment Assistance will be provided insert "N/A"]</p>
<b>8. Application</b>	Recipient's application for Funding dated [insert date]
<b>9. Approved premises</b>	[Insert description of the premises where the discount will be applied. If there are multiple premises, list all premises]
<b>10. Operational Term</b>	The period beginning from the date the Conditions Subsequent are satisfied or waived in accordance with clause 2 and ending on the End Date.
<b>11. Continuous Business Period</b>	The period which is 3 years from satisfaction or waiver of the Conditions Subsequent in accordance with clause 2. [If Agreement is entered into after first 2 years of the Program, insert "N/A"].
<b>12. Conditions Subsequent</b>	<p>[If Establishment Assistance is being provided insert:</p> <p>(a) "Completion of the Establishment Activities which allows the Recipient to comply with the Discount Assistance and Compliance Assistance Payment Claim Requirements to QRIDA's satisfaction acting reasonably; and</p> <p>(b) submission of a Conditions Subsequent and Establishment Assistance Payment Claim by the Recipient to QRIDA".</p> <p>If no Establishment Assistance will be provided insert "N/A"].</p>
<b>13. Establishment Assistance (ex GST)</b>	<p>[If the Recipient has been approved for Establishment Assistance, insert "Reimbursement of the total cost actually and properly incurred by the Recipient in undertaking the Establishment Activities, up to the Maximum Establishment Assistance."</p> <p>If no Establishment Assistance will be provided, insert "NA"].</p>
<b>14. Maximum Establishment Assistance (ex GST)</b>	<p>[If Establishment Assistance will be provided insert "The total of the lesser of the following amounts:</p> <p>(c) \$14,000 for each of the Approved Premises of the Recipient; and</p> <p>(d) \$110,000."</p> <p>or insert "NA" if no Establishment Assistance is to be provided.]</p>

<b>15. Discount Assistance (ex GST)</b>	The monthly cost of wholly reimbursing the Recipient for its Discount Shortfalls for each Approved Premises during the Operational Term.			
<b>16. Compliance Assistance (ex GST)</b>	The lesser of the following amounts: (a) \$250 for each Approved Premises; and (b) \$2,900, each month during the Operational Term to reimburse the Recipient wholly or partly for the costs it incurs to comply with this Agreement.			
<b>17. Key Dates</b>	Commencement Date	The later of: (a) [INSERT DATE]; or (b) the date the last party signs the cover page.		
	Conditions Subsequent Date	Within 90 days of the Commencement Date		
	End Date	[INSERT DATE]		
<b>18. Activity Payment Claim Schedule</b>	<b>Payment Claim Event</b>	<b>Payment Claim Date</b>	<b>Payment Claim Requirements</b>	<b>Payment Claim Amount</b>
	[Note: only include this payment if establishment assistance is specified in item 13] Establishment Assistance	Conditions Subsequent Date	(a) Satisfaction of the Conditions Subsequent; and (b) Provision of a claim for payment which meets the Conditions Subsequent and Establishment Assistance Payment Claim Requirements.	An amount up to the Maximum Establishment Assistance
	Monthly Discount Assistance and Compliance Assistance	Within 5 Business Days of the end of each month commencing at the end of the first month of the Operational Term	Provision of a claim for payment that meets the Discount Assistance and Compliance Assistance Payment Claim Requirements	The total of: (a) amount of the Discount Assistance for the preceding month; and (b) the lesser of: (i) \$250 for each Approved Premises ; and (ii) \$2,900.



<b>19. Conditions Subsequent and Establishment Assistance Payment Claim Requirements</b>	Provision of a Payment Claim and supporting materials and information set out in Schedule 2. The Payment Claim and supporting materials and information must be submitted by the Recipient using the QRIDA Portal.	
<b>20. Discount Assistance and Compliance Assistance Payment Claim Requirements</b>	Provision of a Payment Claim and supporting materials and information set out in Schedule 3. The Payment Claim and supporting materials must be submitted by the Recipient using the QRIDA Portal.	
<b>21. Basket of Essential Goods</b>	Means the Essential Goods listed in Schedule 4.	
<b>22. Signage form and location</b>	One A1 sign to be placed at the entrance of each Approved Premises and one A5 sign to be placed at each Approved Premises.	
<b>23. Signage Installation Date</b>	Within 30 Business Days of the beginning of the Operational Term	
<b>24. Signage End Date</b>	The End Date	
<b>25. Restricted Logos</b>		
<b>26. Bank Account Details</b>	Account Name	[INSERT]
	BSB	[INSERT]
	Account Number	[INSERT]
	Branch	[INSERT]
	Email (remittance)	[INSERT]

**Schedule 2 - Conditions Subsequent and Establishment Assistance Payment Claim Requirements**

**Payment Claim**

*Note: the Recipient must enter the following information and provide the following supporting documentation using the QRIDA Portal.*

**Details**

Name of Grant Program	Remote Communities Freight Assistance Scheme
Recipient name	
Approved Premises	[INSERT]

**Key contact**

Principal contact person for the Recipient			
Title		Given name	
Surname		Position	
Phone		Email	

**Establishment Activities**

Provide a description of the Establishment Activities Completed.

Establishment Activity	Date of completion	Description of work completed

**Payment Claim**

The total Establishment Assistance claimed by the Recipient for this Payment Claim (exclusive of GST).

Cost breakdown showing each item of expenditure and expenditure dates for each item claimed as part of this Payment Claim:

Expenditure Item	Date	Expenditure amount (ex GST)
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### Adverse Matters

If there are any matters that may adversely affect the Activity, please provide the relevant information below.

### Attachments

The following documents must be uploaded through the QRIDA Portal to support this Payment Claim:

- copies of tax invoices from suppliers for the Establishment Activities;
- copies of receipts for payment of tax invoices for each Establishment Activity which include:
  - the name and address of the entity that issued the receipt;
  - the Australian Company Number or an Australian Business Number (as applicable) for the entity;
  - the date each cost was incurred;
  - a description of the Establishment Activities, including the Approved Premises at which the Establishment Activities were carried out and the cost of the Establishment Activities;
- a report listing all Essential Goods that the Published Percentage Discount will be applied to at each Approved Premises, including the price look-up code (**PLU**) and description for each Essential Good;
- Discounted Essential Goods verification report which demonstrates that:
  - the Published Percentage Discount can be applied to all the Essential Goods and the Recipient is ready to commence the Activity.
  - the system can produce the Discount Assistance Report;
- a sample customer docket which shows the:
  - wording “QLD Freight Discount” at the bottom of the docket;
  - retail price for Essential Goods; and
  - price after application of the Published Percentage Discount;
- Basket of Essential Goods Report in accordance with clause 6 of the Agreement;
- Recipient's most recent monthly or quarterly business activity statement (**BAS**).

### Submission of Payment Claim

Report prepared by:

Position title:

I certify that:

- the information contained within this claim and its attachments is true and correct; and
- the stated Establishment Activities have been completed in accordance with the Agreement.

Signed:

Date:

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### Schedule 3 - Discount Assistance and Compliance Assistance Payment Claim Requirements

### Discount Assistance and Compliance Assistance Payment Claim

*Note: the Recipient must enter the following information and provide the following supporting documentation using the QRIDA Portal.*

#### Details

Name of Grant Program	Remote Communities Freight Assistance Scheme
Recipient name	
Approved Premises	

#### Key contact

Principal contact person for the Recipient			
Title		Given name	
Surname		Position	
Phone		Email	

#### Discount Assistance and Compliance Assistance

Month to which Payment Claim relates	
Discount Assistance Payment Claim Amount (ex GST)	
Compliance Assistance Payment Claim Amount (ex GST)	

#### Price fluctuations

If there were any fluctuations of more than 10% to the retail price of Essential Goods since the Commencement Date or the previous Discount Assistance and Compliance Assistance Payment Claim, insert the reasons for the price fluctuations in the table below.

Essential Good	Retail price at Commencement Date	Retail price during Payment Claim period	Reason for increase in retail price


**Attachments**

The following documents must be uploaded through the QRIDA Portal to support this Payment Claim:

- report which contains the Recipient's:
  - total retail sales for the month;
  - total sales of Essential Goods for the month;
  - Discount Shortfall for the month;
- if available, also include within this report:
  - retail price of each Essential Good sold during the month; and
  - price of each Essential Good sold during the month after the Published Percentage Discount was applied,

(the **Discount Assistance Report**).

If the Recipient has received Establishment Assistance, the Discount Assistance Report must be produced by the Recipient's stock management software. If the Recipient did not receive Establishment Assistance, the Discount Assistance Report must be in the form of a Microsoft excel spreadsheet;

- the Basket of Essential Goods Report in accordance with clause 6 of the Agreement;
- one copy of a customer docket for each Essential Good within the Basket of Essential Goods sold by the Recipient during the month to which the Payment Claim relates showing "QLD Freight Discount"; and
- Recipient's most recent monthly or quarterly BAS.

**Submission of Discount Assistance and Compliance Assistance Payment Claim**

Report prepared by:

Date:

I certify that:

- the information contained within this report and its attachments is true and correct; and
- the Recipient has passed on the Published Percentage Discount to customers in respect of Essential Goods during the Payment Claim period.

Signed:

Date:

**Schedule 4 - Basket of Goods**

<b>Item #</b>	<b>Item</b>	<b>Size</b>	<b>Specifications</b>
1	Baby formula	900 gram	Toddler Can
2	Nappy	48 pk	Infant
3	Toilet paper	24 pk	3Ply 190sheets
4	Tampons	16 pk	Regular
5	Pads	12 pk	invisible or thins
6	Body soap	4x90 gram	Any brand
7	Toothpaste	115 gram	Any brand
8	Washing up detergent	Per litre	Any brand
9	Laundry powder	2kg	Any brand
10	Shampoo	375 mL	Any brand
11	Beef Mince	500 gram	3 star or higher
12	Chicken breast (skinless)	Per kilo	Any brand
13	Corned Beef	340 gram	Any brand (canned)
14	Bottled Water	600mL	Any brand
15	Vegemite	380 gram	Jar
16	Tea	100 bags	Any brand/variety
17	Baked beans	420 gram can	Any brand/variety
18	Frozen peas	Per kilo	Any brand/variety
19	Instant noodles	5x85 grams	Any brand
20	Rice	Per kilo	White medium grain
21	Apples	Per kilo	Any brand/variety
22	Bananas	Per kilo	Any brand/variety
23	Potato	Per kilo	Brushed/ any variety
24	Pumpkin	Per kilo	Any variety
25	Loaf of bread	1 loaf	Sandwich 700 gram
26	Milk	2 litre	Full cream
27	Eggs	Per Dozen	750 gram
28	Margarine/butter	500 gram	Any brand
29	Plain flour	Per kilo	Any brand
30	Cereal wheat biscuits	375 gram	Weetbix or otherwise
31	Savory biscuits	225 gram	Any brand/flavour
32	Dry dog food	3 kilo	Any brand/flavour

## Schedule 5 - General Terms

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### 1. Agreement Term

This Agreement commences on the date of this Agreement and ends on the End Date, unless terminated earlier under this Agreement.

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### 2. Conditions Subsequent

#### 2.1 Conditions Subsequent

- (a) This clause 2 applies if Establishment Assistance is specified in item 13 of Schedule 1.
- (b) The Recipient's entitlement to Establishment Assistance is conditional upon:
  - (i) the Recipient satisfying the Conditions Subsequent to QRIDA's satisfaction; or
  - (ii) QRIDA's waiver of the Conditions Subsequent in accordance with clause 2.3.
- (c) Subject to clause 2.3, the Recipient must satisfy the Conditions Subsequent as soon as practicable after the Commencement Date, and in any event before the Conditions Subsequent Date.

#### 2.2 Notice in relation to satisfaction of Conditions Subsequent

QRIDA must, within 15 Business Days of the Recipient providing the Conditions Subsequent and Establishment Assistance Payment Claim:

- (a) provide notice to the Recipient that it is satisfied that the Recipient has satisfied the Conditions Subsequent; or
- (b) request further information from the Recipient that is reasonably required for the purpose of assisting QRIDA to satisfy itself that the Recipient has satisfied the Conditions Subsequent.

#### 2.3 Waiver of Conditions Subsequent

QRIDA may, by notice in writing to the Recipient, waive the Conditions Subsequent.

#### 2.4 Failure of Conditions Subsequent

- (a) If the Conditions Subsequent are not satisfied or waived by the later of:
  - (i) the Conditions Subsequent Date; and
  - (ii) the date 20 Business Days after any request under clause 2.2(b),QRIDA may immediately terminate this Agreement by notice in writing to the Recipient at any time and without any liability to the Recipient.
- (b) If QRIDA terminates this Agreement in accordance with clause 2.4(a), clause 13.2 will apply as if QRIDA terminated the Agreement for the Recipient's default under clause 13.1.



### 3. Obligations of the Recipient

#### 3.1 Recipient obligation to carry out the Activity

The Recipient must:

- (a) apply the Published Percentage Discount to the retail price of all Essential Goods offered for sale at the Approved Premises during the Operational Term;
- (b) ensure that the Published Percentage Discount to the retail price of all Essential Goods sold is shown on dockets issued to customers during the Operational Term;
- (c) not increase the retail price of Essential Goods in an inappropriate way such that customers are deprived of the benefit of the Published Percentage Discount during the Operational Term;
- (d) if requested by QRIDA, provide copies of dockets which show the application of the Published Percentage Discount; and
- (e) otherwise carry out the Activity in accordance with this Agreement.

#### 3.2 Repayment of Establishment Assistance

- (a) This clause 3.2 applies if Establishment Assistance is specified in item 13 of Schedule 1.
- (b) The Recipient must continue to apply the Published Percentage Discount in accordance with clause 3.1(a) during the Continuous Business Period.
- (c) If the Recipient stops complying with clause 3.2(b) in relation to any of the Approved Premises, QRIDA may give a notice to the Recipient (**Repayment Notice**) requiring the Recipient to pay an amount determined using the following formula:

$$\frac{A}{EP} \times P$$

where:

**A** means the total amount of the Establishment Assistance paid to the Recipient.

**EP** means the number of Approved Premises of the Recipient in relation to which the Recipient stops complying with clause 3.2(b) during the Continuous Business Period.

**P** means:

- (i) if the Recipient stops complying within 6 months after the Establishment Assistance is paid, 90%; or
- (ii) if the Recipient stops complying more than 6 months, but not more than 1 year, after the Establishment Assistance is paid, 80%;
- (iii) if the Recipient stops complying more than 1 year, but not more than 18 months, after the Establishment Assistance is paid, 70%;
- (iv) if the Recipient stops complying more than 18 months, but not more than 2 years, after the Establishment Assistance is paid, 60%;
- (v) if the Recipient stops complying more than 2 years, but not more than 30 months, after the Establishment Assistance is paid, 50%;

- (vi) if the Recipient stops complying more than 30 months, but not more than 3 years, after the Establishment Assistance is paid, 40%.
- (d) The amount specified in a Repayment Notice:
  - (i) must be paid by the Recipient within 10 Business Days of receipt of the Repayment Notice; and
  - (ii) is a debt due and payable to QRIDA.

---

## 4. Published Percentage Discount

### 4.1 Changes to Published Percentage Discount

- (a) QRIDA may amend the Published Percentage Discount at any time during the Term in accordance with this clause 4.
- (b) If QRIDA intends to amend the Published Percentage Discount, it must give written notice of the:
  - (i) amended Published Percentage Discount (**Amended Percentage Discount**); and
  - (ii) the date that the Amended Published Percentage Discount will take effect,at least one month before the date the Amended Published Percentage Discount takes effect.
- (c) The Recipient must apply the Amended Published Percentage Discount from the date specified in a notice given under clause 4.1(b).

### 4.2 Suspension direction

- (a) This clause 4.2 applies if QRIDA becomes aware that, from the first day of a particular month in a current financial year, QRIDA's assistance funds for the financial year will be insufficient to pay the Discount Assistance to the Recipient for the rest of the financial year.
- (b) QRIDA may direct the Recipient to suspend the application of the Published Percentage Discount to Essential Goods by giving at least two months written notice to the Recipient.
- (c) Any suspension under clause 4.2(b) will start on the date specified in the direction and end on the last day of the financial year in which the direction is given.

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## 5. Funding

### 5.1 Payment of the Funding

- (a) Subject to:
  - (i) the terms of this Agreement;
  - (ii) the Recipient not being in breach of this Agreement;
  - (iii) the Recipient satisfying the Payment Claim Requirements for the relevant Payment Claim Event to QRIDA's satisfaction,

QRIDA will issue an RCTI for the Funding (and any GST payable on the Funding in accordance with clause 12) and pay the Recipient the Payment Claim Amount in respect of each Payment Claim Event within twenty (20) Business Days of the later of:

- (iv) the Payment Claim Date; and
  - (v) the date the Recipient satisfies the Payment Claim Requirements for the relevant Payment Claim Event.
- (b) QRIDA may satisfy a Payment Claim made under clause 5.1(a) by making a payment, through RCTI, into the Recipient's Bank Account.

## 5.2 Maximum Funding

- (a) Despite any other provisions of this Agreement, the Funding is the full amount of QRIDA's commitment to the Recipient under this Agreement.
- (b) The Recipient acknowledges and accepts that:
- (i) it will not be entitled to any amount in excess of the Funding from QRIDA;
  - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Activity; and
  - (iii) QRIDA makes no representations about future funding and there is no obligation on QRIDA to provide future funding to the Recipient in respect of any matter, including the Activity.

## 5.3 Suspension of Funding

- (a) QRIDA may suspend any Payment Claim Amount at any time if:
- (i) the Recipient fails to comply with this Agreement, including failure to meet any Payment Claim Requirements; or
  - (ii) the Recipient ceases to be an Eligible Business.
- (b) This clause 5.3 does not prejudice QRIDA's rights under this Agreement or at law (including the right to terminate under clause 13).

## 5.4 Repayment

If at any time, QRIDA forms the reasonable opinion or otherwise becomes aware that the Recipient has claimed any Funding otherwise than in accordance with this Agreement (**Unauthorised Funds**), the Recipient must repay the Unauthorised Funds, within 5 Business Days of notice in writing from QRIDA. The Recipient agrees that if it does not repay the Unauthorised Funds in accordance with this clause 5.4, then the Unauthorised Funds will be a debt immediately due and payable to QRIDA.

---

## 6. Basket of Essential Goods

- (a) As part of each Payment Claim, the Recipient must report on the retail price for each Essential Good in the Basket of Essential Goods as of:
- (i) for the Conditions Subsequent and Establishment Assistance Payment Claim, the Conditions Subsequent Date; and

- (ii) for Discount Assistance and Compliance Assistance Payment Claims, the Payment Claim Date,

(the **Basket of Essential Goods Report**).

- (b) QRIDA may upon notice in writing to the Recipient require the Recipient to provide further information or documents which substantiate the retail prices listed in a Basket of Essential Goods Report to QRIDA.
- (c) QRIDA may amend the Basket of Essential Goods at any time during the Term by giving at least one month's written notice to the Recipient of the:
  - (i) amended Basket of Essential Goods; and
  - (ii) date the amendments to the Basket of Essential Goods will take effect.

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## **7. Intellectual Property**

### **7.1 Ownership of Intellectual Property**

QRIDA and the Recipient acknowledge that any Activity Intellectual Property will vest in the Recipient upon its creation.

### **7.2 Grant of licence to QRIDA**

- (a) The Recipient grants and will procure a third party to grant if the Activity Intellectual Property contains or is subject to such third party's right, to QRIDA a non-exclusive, irrevocable, perpetual and royalty-free licence to use, adapt, modify, develop and distribute any Activity Intellectual Property for its own non-commercial purposes.
- (b) The Recipient must ensure that any licence which is granted to QRIDA pursuant to this clause 7.2 also includes licences to any Background Intellectual Property to enable QRIDA to take the benefit of and exercise any licences to the Activity Intellectual Property.

### **7.3 Obligations of Recipient to obtain consent**

Prior to an individual commencing work on the Activity the Recipient must obtain from that individual, in writing, and provide to QRIDA upon request, a consent to any act or omission (including the specific acts or omissions as may be necessary) by the Recipient or QRIDA which would otherwise infringe the Moral Rights of that individual.

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## **8. Confidentiality**

### **8.1 Confidential Information**

Subject to clause 8.2, a party must not:

- (a) disclose the other party's Confidential Information to a third party; or
- (b) use the other party's Confidential Information other than for the purpose of performing this Agreement.

### **8.2 Exceptions**

A party may disclose the other party's Confidential Information:

- (a) with the other party's prior written consent;

- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with the Law;
- (e) to the extent necessary to enforce its rights or defend a claim or action under this Agreement;
- (f) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes; and
- (g) where the disclosing party is QRIDA, to the State for the purposes of administering the Scheme.

### 8.3 Limiting disclosure

To the extent reasonably practicable, before a party or any of its Representatives discloses any Confidential Information under clauses 8.2(d) or 8.2(e):

- (a) the party must notify the other party as soon as reasonably practicable after it becomes aware that disclosure is required;
- (b) the party must give the other party a reasonable opportunity to comment on the requirement for, and the proposed form of, the disclosure; and
- (c) the party must take all steps reasonably required by the other party to limit or restrict the disclosure of the relevant Confidential Information.

If prior notice of the proposed disclosure is not reasonably practicable then the party must notify the other party as soon as is reasonably possible thereafter.

### 8.4 Breach of confidentiality

- (a) If a party becomes aware of a suspected or actual breach of this clause 8, the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 8.

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## 9. Announcements, acknowledgements and media

### 9.1 Funding announcement

The parties acknowledge and agree that no announcements with respect to the grant of Funding to the Recipient for the Activity are to be made before an announcement on that subject is made by the State, unless agreed in writing by the State.

### 9.2 Announcements and acknowledgements

- (a) Before the Recipient publishes or releases any announcements, promotional material or publicity relating to the Activity, including but not limited to media releases, events, social media, signage and advertising, the Recipient must:
  - (i) provide QRIDA full details of the proposed publication or communication at least 10 Business Days in advance; and

- (ii) comply with all requests, amendments or conditions that QRIDA may reasonably require by notice to the Recipient.
- (b) For the avoidance of doubt, clause 9.2(a) does not apply to information about the Scheme or Published Percentage Discount shown on a docket issued to a customer by the Recipient.
- (c) The Recipient acknowledges that QRIDA may provide any submissions made under clause 9.2(a) to the State for its consideration.
- (d) Subject to clause 9.2(a), the Recipient must include an acknowledgement that the Recipient has received financial support from the State in relation to the Activity (whether during the Term of this Agreement or after its expiry) in all of its corporate communications in respect of the Activity.
- (e) If requested by QRIDA, the Recipient must use the Restricted Logos in all its promotional and presentation material forming part of, or in conjunction with, the acknowledgement under clause 9.2(d). QRIDA grants the Recipient a non-exclusive, royalty-free licence to use the Restricted Logos during the Term solely for the purpose of promoting the Recipient's association with QRIDA for the purposes of the Activity.
- (f) If requested by QRIDA, the Recipient must prepare a standing protocol for publications and communications about the Activity for approval by QRIDA. Compliance by the Recipient with an approved protocol will discharge the Recipient's obligations under clause 9.2(a) above with respect to the relevant publication or communication.

### 9.3 Media opportunities

The Recipient must, as far as practicable:

- (a) notify the State of any media opportunities in connection with the Activity;
- (b) facilitate any reasonable request from the State for a Minister of the State to attend a media event in connection with the Activity; and
- (c) facilitate any inspection of and access to the Approved Premises reasonably requested by QRIDA or the State.

### 9.4 Signage

- (a) The Recipient must install, at the Recipient's cost, Signage provided by the Department of Transport and Main Roads (which must include the Restricted Logos) at the Approved Premises in the form and in the location set out in Item 22 of Schedule 1, by the Signage Installation Date. The Recipient must maintain the Signage in good and visible condition at the Approved Premises until the Signage End Date.
- (b) The Recipient must obtain and comply with, at the Recipient's cost, all Approvals required for the Signage and any other Approvals required to comply with this Agreement.

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## 10. Privacy and Disclosure of Personal Information

- (a) If either Party has access to or is responsible for holding Personal Information in order to fulfil its obligations under this Agreement, the Party must comply, and must ensure that its employees, volunteers, agents and subcontractors are aware of and comply, with the obligations and requirements under the *Information Privacy Act 2009* (Qld).

- (b) Any Personal Information exchanged between the parties will be dealt with in accordance with the public sector privacy regime applicable under any relevant State policy, legislation or subordinate law.

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## 11. Records and quality assurance

- (a) All financial transactions incurred in the conduct of the Activity must be separately identifiable in the Recipient's books of account. All such documentation, including tax invoices, cheques issued and relevant bank statements must be retained by the Recipient for a period of three (3) years after the End Date and, during this period, be made available to QRIDA in accordance with clause 11(b).
- (b) QRIDA or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
- (i) access the premises of the Recipient;
  - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Activity;
  - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Activity; and
  - (iv) undertake quality assurance checks, including by conducting an audit, to ensure the Recipient has sound planning, governance and management practices to manage the Activity and successfully meet its obligations under this Agreement.
- (c) Notwithstanding clause 11(b), the Recipient acknowledges that QRIDA, the State or a nominated agent of QRIDA or the State, may conduct sampled mystery shopper checks at the Approved Premises during the Operational Term to monitor the Recipient's compliance with this Agreement.

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## 12. GST

### 12.1 Definitions

Words in this clause 12 have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

### 12.2 Consideration does not include GST

Unless otherwise stated, consideration specified in this Agreement does not include any amount for GST.

### 12.3 Payment of GST

If the provision of the Funding is consideration for a taxable supply by the Recipient under the GST Act, QRIDA will pay to the Recipient an additional amount in addition to the Funding equal to the GST payable by the Recipient on that taxable supply, subject to the Recipient first submitting to QRIDA a Payment Claim and QRIDA issuing an RCTI to the Recipient in respect of the supply.

### 12.4 Adjustment and reimbursement

- (a) If, for any reason, including:
- (i) any amendment to the GST Act;

- (ii) the issue of a ruling or advice by the Commissioner of Taxation;
- (iii) a refund to QRIDA or to the Recipient in respect of a supply made under this Agreement; or
- (iv) a decision of any tribunal or court,

the amount paid by QRIDA under clause 12.3 differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation for that taxable supply, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to QRIDA as the case may be.

- (b) If a Party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an input tax credit (or would have been entitled to an input tax credit if that Party had done all things necessary to obtain an input tax credit).

## 12.5 RCTI

The parties acknowledge and agree that:

- (a) each party is registered for GST and will notify the other party if it ceases to be registered for GST during the Term;
- (b) QRIDA will issue RCTIs in respect of any taxable supply by the Recipient to QRIDA under this Agreement; and
- (c) the Recipient will not issue tax invoices in respect of any taxable supply by the Recipient to QRIDA under this Agreement.

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## 13. Termination

### 13.1 Termination for default

QRIDA may immediately terminate this Agreement by notice in writing to the Recipient (**Termination Notice**) if:

- (a) the Recipient is in breach of this Agreement and:
  - (i) the breach is not, in QRIDA's reasonable opinion, capable of being remedied; or
  - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within 10 Business Days after a notice to remedy from QRIDA specifying the breach; or
- (b) information the Recipient gives QRIDA (including information in support of the Application) is false or misleading in any material respect; or
- (c) the Recipient ceases to be an Eligible Business.

### 13.2 Consequences of termination for default

- (a) If QRIDA terminates this Agreement under clause 13.1:
  - (i) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of this Agreement and will not relieve either Party of any obligation under this Agreement which is expressed to continue after termination in clause 17.9;



- (ii) QRIDA may, in the Termination Notice or in a further notice given at any time, require the Recipient to repay the whole or any part of the Funding provided to the Recipient under this Agreement, by the time stated in the Termination Notice or notice. The Recipient agrees that such sum will be a debt due and recoverable by QRIDA; and
  - (iii) QRIDA is not obliged to provide any Funding to the Recipient under this Agreement.
- (b) The Recipient acknowledges and agrees that the repayment of the Funding as a consequence of the Recipient's default under this Agreement represents a genuine pre-estimate of QRIDA's losses arising from termination of the Agreement, is commensurate with the interests of QRIDA that are being protected and is not extravagant, unconscionable or out of all proportions to the interests of QRIDA.

### 13.3 Termination without giving reasons

- (a) QRIDA may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate this Agreement without giving a reason.
- (b) Subject to clause 13.3(c), if QRIDA terminates this Agreement pursuant to this clause 13.3 QRIDA is liable only to pay any Funding due and not yet made to the Recipient as at the date of termination.
- (c) QRIDA's liability to pay any amount under this clause is subject to:
  - (i) the Recipient's compliance with this Agreement; and
  - (ii) the total amount of the Funding.

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## 14. Dispute Resolution

- (a) Both Parties agree that any Dispute will be dealt with as follows:
  - (i) firstly, the Party claiming that there is a Dispute will serve notice to the other Party setting out the nature of the Dispute;
  - (i) secondly, the Parties will try to resolve the Dispute by direct negotiation;
  - (ii) thirdly, the Parties have ten (10) Business Days from the service of the notice (or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the Dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the Parties; and
  - (iii) lastly, if:
    - A. there is no resolution or agreement; or
    - B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days,
 then any Party may commence legal proceedings.

- (b) Each Party shall, as far as reasonably possible, continue to perform its obligations under this Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 14.

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## 15. Disclaimer, release and indemnity

### 15.1 Disclaimer

The Recipient carries out the Activity entirely at its own risk. To the full extent permitted by law, QRIDA will not be liable for any Claim brought against or made upon or incurred by the Recipient in carrying out the Activity, excluding where that Claim arose as the direct result of any breach, fault, negligent or unlawful act or omission by QRIDA, its employees, agents, consultants and contractors.

### 15.2 Release and indemnity

To the full extent permitted by law, the Recipient releases and indemnifies QRIDA, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:

- (a) the Activity;
- (b) any breach of this Agreement by the Recipient;
- (c) any act or omission of the Recipient or their Representatives;
- (d) the Recipient's performance of this Agreement or any other agreement relating to the Activity; or
- (e) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, carrying out the Activity,

except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.

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## 16. Insurance

The Recipient must:

- (a) if the Recipient is the owner of the Approved Premises, throughout the Term of this Agreement:
  - (i) ensure that the Approved Premises is insured against loss, damage and destruction for its full reinstatement value;
  - (ii) effect and maintain general public liability insurance in respect of the Approved Premises in the amount of \$20 million for any single event; and
- (b) in any event, effect and maintain the insurance policies required by law;
- (c) if requested by QRIDA at any time during the Term, provide to QRIDA, within twenty (20) Business Days of the request:
  - (i) copies of the insurance policies required by clause 16(a); and
  - (ii) evidence that the policies referred to in clause 16(a) are current.

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## **17. Miscellaneous**

### **17.1 Dealings by the Recipient**

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under this Agreement or allow any interest in them to arise or be varied in each case, without the prior written consent of QRIDA.

### **17.2 Variation**

This Agreement may only be varied by agreement in writing between the Parties.

### **17.3 Entire Agreement**

This Agreement constitutes the entire agreement of the Parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **17.4 Severability**

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

### **17.5 Waiver**

- (a) A waiver by a Party of any rights arising from a breach or non-observance by the other Party of a term of this Agreement will not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.
- (b) The failure by either Party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

### **17.6 Unexpected Event**

- (a) No Party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either Party may terminate this Agreement with immediate effect by giving notice to the other Party.
- (b) If this Agreement is terminated in accordance with this clause 17.6, clauses 13.3(b) and 13.3(c) will apply as if QRIDA terminated the Agreement in accordance with clause 13.3(a).

### **17.7 Compliance with Laws**

The Recipient in carrying out the Activity must comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State Territory or local authority.

### **17.8 Governing Law**

This agreement shall be governed by the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any Courts that may hear appeals from these courts.

### **17.9 Surviving obligations**

The obligations contained in the following clauses are continuing obligations and will survive after this Agreement ends:

- (a) Clause 5.4 (Repayment);
- (b) Clause 6 (Intellectual property);
- (c) Clause 8 (Confidentiality);
- (d) Clause 9 (Announcements, acknowledgements and media);
- (e) Clause 11 (Records and quality assurance);
- (f) Clause 12 (GST);
- (g) Clause 13.2 (Consequences of termination) and 13.3 (Termination without giving reasons);
- (h) Clause 14 (Dispute resolution);
- (i) Clause 15 (Disclaimer, release and indemnity);
- (j) Clause 16 (Insurance);
- (k) Clause 17.9 (Surviving obligations);
- (l) Clause 17.12 (Set-off); and
- (m) any other clause of this Agreement expressly stated to survive termination.

#### **17.10 Notices**

- (a) Unless expressly stated otherwise in this Agreement, all notices in connection with this Agreement must be in writing, signed by the sender (if an individual) or a Delegated Officer of the sender and marked for the attention of the person identified in the Details or, if the Recipient has notified otherwise, then marked for attention in the way last notified.
- (b) Notices will be deemed to have been given:
  - (i) if hand delivered, upon delivery;
  - (ii) if sent by prepaid postage, within five (5) Business Days after posting;
  - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

#### **17.11 Order of precedence**

If there is any direct inconsistency between:

- (a) clauses 1 to 18 of 0 to this Agreement;
- (b) the Scheme Guidelines;
- (c) the Activity Plan;
- (d) Schedule 1 to this Agreement;
- (e) Schedule 2 to this Agreement; and

(f) Schedule 3 to this Agreement,

the provisions will take precedence in the above order to the extent necessary to resolve the inconsistency.

## 17.12 Set-off

QRIDA may at any time, set off an amount due for payment by the Recipient to QRIDA against any amount due for payment by QRIDA to the Recipient under this Agreement.

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## 18. Definitions

**Activity** means the Activity described in item 6 of Schedule 1.

**Activity Intellectual Property** means Intellectual Property created during the course of the Activity with the support of the Funding.

**Application** has the meaning given in item 8 of Schedule 1.

**Approvals** means all permits, approvals, licences and certificates required by law for the Activity including, but not limited to, those required for construction and operation of the infrastructure delivered by the Activity.

**Approved Premises** means the premises set out in item 9 of Schedule 1.

**Background Intellectual Property** means Intellectual Property owned or controlled by the Recipient, or developed by or licensed to the Recipient, including Intellectual Property developed prior to or independently of the Activity, which QRIDA determines, in its sole discretion, is required for the development and exercise of the Activity Intellectual Property.

**Bank Account** means the bank account specified in item 26 of Schedule 1, or such other bank account notified by the Recipient to QRIDA in writing.

**BAS** has the meaning given in Schedule 2.

**Basket of Essential Goods** has the meaning given in item 21 of Schedule 1..

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

**Commencement Date** means the date specified as the Commencement Date in item 17 of Schedule 1.

**Compliance Assistance** has the meaning given in item 16 of Schedule 1.

**Conditions Subsequent** has the meaning given in item 12 of Schedule 1.

**Conditions Subsequent Date** has the meaning given in item 17 of Schedule 1.

**Conditions Subsequent and Establishment Assistance Payment Claim Requirements** means the requirements set out in item 19 of Schedule 1.

**Confidential Information** means all information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Recipient**) that:

- (a) is by its nature confidential;
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Receiver knows or ought to know is confidential,

and includes the terms of this Agreement and any information provided or received by a party pursuant to this Agreement, but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation; or
- (e) is independently developed by a party while having no knowledge of or access to the other party's Confidential Information.

**Continuous Business Period** has the meaning given in item 11 of Schedule 1.

**Discount Assistance** has the meaning given in item 15 of Schedule 1.

**Discount Assistance and Compliance Assistance Payment Claim Requirements** means the requirements in item 20 of Schedule 1.

**Discount Assistance Report** has the meaning given in Schedule 3.

**Discount Shortfall** means the amount of revenue QRIDA is satisfied the Recipient has foregone because of applying the Published Percentage Discount to Essential Goods sold by the Recipient, at Approved Premises of the Recipient, during each month of the Operational Term.

**Dispute** means any dispute, controversy, difference or Claim between the Parties as to:

- (a) the construction of this Agreement;
- (b) the rights or obligations of a Party under this Agreement; or
- (c) any other matter arising out of or relating to this Agreement including any question regarding the existence, validity or termination of this Agreement,

other than the one entitling a Party to claim for urgent interim or interlocutory relief.

**Eligible Business** has the meaning given in the Regulations.

**End Date** means the date specified as the End Date in item 17 of Schedule 1.

**Essential Good** means food, drink or a household item used for domestic purposes, other than:

- (a) an alcoholic beverage; or
- (b) bathroom equipment; or
- (c) confectionery; or
- (d) clothing; or
- (e) an electrical appliance; or
- (f) a kitchen utensil; or
- (g) manchester; or

- (h) a soft drink containing sugar; or
- (i) whitegoods,  
but excludes Ineligible Goods.

**Establishment Activities** has the meaning given in item 7 of Schedule 1.

**Establishment Assistance** has the meaning given in item 13 of Schedule 1.

**Excluded Person** has the meaning given in the Regulation.

**Funding** means the Establishment Assistance, Discount Assistance and Compliance Assistance (each excl GST) to be provided by QRIDA to the Recipient, to be paid in the Payment Claim Amounts.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Ineligible Goods** means:

- (a) fuel;
- (b) furniture or a furnishing;
- (c) hardware;
- (d) any of the following under the *Tobacco and Other Smoking Products Act 1998*:
  - (i) a tobacco product;
  - (ii) a smokeless tobacco product;
  - (iii) a personal vaporiser;
  - (iv) a personal vaporiser related product.

**Intellectual Property** includes all copyright (including any future copyright), Moral Rights, all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Maximum Establishment Assistance** has the meaning given in item 14 of Schedule 1.

**Moral Rights** has the meaning given to that term in the *Copyright Act 1968* (Cth).

**Operational Term** has the meaning given in item 10 of Schedule 1.

**Party** means QRIDA or the Recipient.

**Payment Claim** means a claim by the Recipient for a payment of the Establishment Assistance, Discount Assistance or Compliance Assistance, which complies in all respects and is submitted by the Recipient in accordance with the Payment Claim Requirements.

**Payment Claim Amount** means the amount of the Funding payable for each Payment Claim, as set out in item 18 of Schedule 1.

**Payment Claim Date** means the date for completion of a Payment Claim Event, as set out in item 18 of Schedule 1.

**Payment Claim Event** means the payment claim events set out in item 18 of Schedule 1.

**Payment Claim Requirements** means the requirements for completion of a Payment Claim, as set out in item 18 of Schedule 1.

**Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld).

**PLU** has the meaning given in Schedule 2.

**Published Percentage Discount** means the percentage discount to be applied to the retail price of Essential Goods stated on QRIDA's website, and as amended from time to time.

**QRIDA Portal** means QRIDA's online portal, available here:  
<https://applyonline.qrida.qld.gov.au/auth/login>.

**RCTI** or **Recipient Created Tax Invoice** has the meaning given to that term in the GST Act.

**Regulation** means the regulation specified in item 3 of Schedule 1.

**Representative** of a Party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that Party.

**Restricted Logos** means the logos in item 25 of Schedule 1.

**Schedule** means any schedule or annexure to this Agreement.

**Scheme** has the meaning given in item 1 of Schedule 1.

**Scheme Guidelines** has the meaning given in item 2 of Schedule 1.

**Signage** means the signage required by clause 9.4.

**Signage Costs** means the costs of installing and maintaining the Signage.

**Signage End Date** means the date in item 24 of Schedule 1.

**Signage Installation Date** means the date in item 23 of Schedule 1.

**State** includes the Queensland Government, any of its departments or divisions, Ministers and the Ministers' departmental and personal advisers, government-owned corporations, any agent or representative of QRIDA, or a corporation or body constituted for a public purpose of the State of Queensland.

**Term** means the period between the Commencement Date and the End Date (inclusive).

**Unexpected Event** means any circumstance beyond the reasonable control of a Party which results in that Party being unable to perform an obligation on time, and includes, but is not limited to:

- (a) natural events like fire, storm, flood, landslide, washaway or earthquake;
- (b) health pandemics;
- (c) national emergency;
- (d) terrorist act;
- (e) war; or
- (f) an order of any Court.