



CAPITAL FUNDING AGREEMENT

between

**State of Queensland
(through Department of Communities, Child Safety and Disability
Services, Child Safety and Disability Services)**

and

<ORGANISATION> Org Id: <ID#>

**For the provision of capital funding under the
ELDERLY PARENT CARER INNOVATION TRIAL**

<Insert Date>

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THIS AGREEMENT is made

BETWEEN: State of Queensland, acting through Department of Communities, Child Safety and Disability Services, Child Safety and Disability Services, of 75 William Street, Brisbane in the State of Queensland (“Department of Communities, Child Safety and Disability Services, Child Safety and Disability Services”);

AND: <ORGANISATION> (Org Id: <ID#>) (“the Organisation”)

RECITALS:

- A. On 11 September 2012 the Queensland Government announced an Elderly Parent Carer Innovation Trial as part of a suite of new initiatives for people with a disability in the Queensland 2012-13 State Budget.
- B. The Queensland Government will contribute \$15 million to the trial over a three-year period in recognition of the unmet need from elderly parents, aged 65 years and over (or 50 years and over for Indigenous elderly parents) caring for their adult sons or daughters aged 30 years and over with a disability.
- C. One-off capital grants up to \$1 million and small grants up to \$50,000 are available to trial flexible and innovative initiatives to assist elderly parent carers to develop sustainable, long-term living arrangements.
- D. Partnerships and contributions from families, trusts, philanthropic and private organisations and the disability sector will be pursued as part of the trial.

THE PARTIES AGREE AS FOLLOWS:

PART A - GENERAL PROVISIONS

1. INTERPRETATION

1.1 In this Agreement unless the contrary intention appears, the following words and phrases will have the following meanings:

“**Act**” means the *Community Services Act 2007*;

“**Agreement**” means this Agreement and any schedules attached to this Agreement;

“**Assets**” includes plant, furniture, computing hardware, vehicles, whitegoods, kitchen items, photocopiers and other equipment acquired with Capital Funds;

“**Capital Funding Particulars**” means the particulars for the Capital Funding set out in Schedule 1;

“**Capital Funding Purpose**” means the purpose specified in Item 5 of the Capital Funding Particulars;

“**Capital Funds**” means the approved amount of capital funding set out in Item 2 of the Capital Funding Particulars, to be provided by Department of Communities, Child Safety and Disability Services to the Organisation under this Agreement;

“**Commencement Date**” means the date set out on the cover page of this Agreement;

“**Director-General**” means the Director-General of Department of Communities, Child

Safety and Disability Services;

“**Milestones**” means the milestones set out in Item 3 of the Capital Funding Particulars;

“**Payment Arrangements**” means the payment schedule in Item 4 of the Capital Funding Particulars;

“**Progress Reports**” means progress reports as set out in Item 8 of the Capital Funding Particulars;

“**Property**” means any land acquired by the Organisation with the Capital Funds and any building to be constructed or modified using the Capital Funds;

“**Service Agreement**” means the separate agreement between Department of Communities, Child Safety and Disability Services and the Organisation under which the Organisation is to receive Disability Services operational funding to provide Services;

“**Services**” means the Disability Services agreed to be provided by the Organisation through the Service Provider under the Service Agreement.

- 1.2 A reference to a person includes a reference to corporations and other entities recognised by law.
- 1.3 The singular includes the plural and vice versa.
- 1.4 Words importing one gender include all other genders.
- 1.5 In this Agreement the index and the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
- 1.6 In the case of any inconsistency between the schedule and a clause contained in this Agreement, the provisions of the schedule will prevail to the extent of the inconsistency.
- 1.7 A reference to a statute, regulation, ordinance or by-law will be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidation or replacing it.
- 1.8 Where the day on or by which any act, matter or thing is to be done under this Agreement is a Saturday, Sunday or public holiday in Queensland, the act, matter or thing may be done on the next business day in Queensland.
- 1.9 A reference to a clause or schedule is a reference to a clause or schedule to this Agreement and includes any amendments made in accordance with this Agreement.

2. PAYMENT OF CAPITAL FUNDS

- 2.1 In consideration of the Organisation agreeing to use the Property and the Assets at all times for or in connection with the Elderly Parent Carer Innovation Trial, Department of Communities, Child Safety and Disability Services agrees to provide the Capital Funding to the Organisation as defined in the attached Schedules.
- 2.2 Subject to:
 - (a) the Organisation meeting the Milestones; and
 - (b) Department of Communities, Child Safety and Disability Services being satisfied that any security documentation required under clause 21 or clause 27 has been correctly executed by the Organisation and returned to Department of Communities, Child Safety and Disability Services,

the Capital Funds will be payable in accordance with the Payment Schedule.

3. USE OF CAPITAL FUNDS & FINANCIAL RESPONSIBILITIES

3.1 The Organisation must use the Capital Funds solely for the Capital Funding Purpose and not for any other purpose.

3.2 The Organisation must ensure that any interest earned on the Capital Funds is applied by the Organisation for the Capital Funding Purpose and not for any other purpose.

3.3 If the Organisation receives:

- (a) funding from sources other than Department of Communities, Child Safety and Disability Services; or
- (b) Disability Services funding for Department of Communities, Child Safety and Disability Services under a separate agreement from this Agreement;

the Organisation must not:

- (c) transfer amounts between the Capital Funds and the other funding; or
- (d) use the Capital Funds for purposes for which the other funding was received, even if those purposes are similar to the Capital Funding Purpose.

3.4 The Organisation must keep the Capital Funds in an account with a recognised bank, building society or credit union.

3.5 The Organisation must keep proper and complete books of account and administrative records relating to the Capital Funds. Those records and books of account must make it possible to separately identify the receipt and expenditure of the Capital Funds.

3.6 The Organisation must keep all administrative records and books of account which relate directly or indirectly to the receipt and expenditure of the Capital Funds for a minimum of seven (7) years.

3.7 The Organisation must do all things necessary to ensure that:

- (a) all payments out of the Capital Funds are correctly made and properly authorised;
- (b) adequate control is maintained over the incurring of liabilities; and

there is no misappropriation of, or dishonest dealings with, the Capital Funds.

3.8 Subject to clause 3.9, the Capital Funds will be repayable to Department of Communities, Child Safety and Disability Services upon demand.

3.9 Department of Communities, Child Safety and Disability Services will not demand repayment of the Capital Funds while the Organisation continues to comply with its obligations under this Agreement.

4. MILESTONES

4.1 The Organisation must meet the Milestones by the specified dates.

5. DISPOSAL OF ASSETS AND PROPERTY

5.1 The Organisation must not sell, lease, mortgage, encumber, dispose of or destroy the Property or any Assets without the prior written consent of Department of Communities, Child Safety and Disability Services.

- 5.2 Department of Communities, Child Safety and Disability Services' consent under clause 5.1 may be given subject to conditions, including a condition requiring the Organisation to repay to the value of the Assets or the Property as at the date of the sale, lease, mortgage, encumbrance, disposal or destruction.
- 5.3 For the purpose of clause 5.2, "value" means:
- (a) for an Asset - the depreciated value of the Asset or the sale price, whichever is the greater; and
 - (b) for Property - the amount of the Capital Funds.

6. LIABILITY AND INDEMNITY

- 6.1 Any liability incurred by the Organisation in purchasing the Assets or the Property shall be and remain the liability of the Organisation and not Department of Communities, Child Safety and Disability Services.
- 6.2 The Organisation indemnifies Department of Communities, Child Safety and Disability Services, its officers, employees and agents against all actions, proceedings, claims and demands that may be brought by any person in respect of, or arising directly or indirectly from, the performance (or attempted or purported performance) of this Agreement by the Organisation, including all costs, damages and expenses (including legal fees) reasonably incurred by Department of Communities, Child Safety and Disability Services, its officers, employees or agents in defending any action, proceedings, claim or demand. Provided that the indemnity will not apply to the extent that any actions, proceedings, claims and demands arise as a result of the wilful or negligent act or omission of Department of Communities, Child Safety and Disability Services, its officers, employees or agents.

7. ACCESS

- 7.1 The Organisation must allow unrestricted access by Department of Communities, Child Safety and Disability Services' officers and agents to the Organisation's and Service Provider's land, equipment, buildings, books and records to enable Department of Communities, Child Safety and Disability Services to:
- (a) carry out an audit or inspection of the Organisation's books and records;
 - (b) carry out an inspection of the Property or the Assets; or
 - (c) otherwise ascertain whether the Organisation has complied with the terms and conditions of this Agreement.
- 7.2 If requested, the Organisation must allow Department of Communities, Child Safety and Disability Services' officers or agents to attend any meetings of the Management Committee or Board of Directors of the Organisation. Department of Communities, Child Safety and Disability Services will only remain present at any such meetings during discussion of agenda items that relate to the expenditure of the Capital Funds. Department of Communities, Child Safety and Disability Services will not have any speaking rights at any such meeting and must not interfere with the orderly progress of the meeting.
- 7.3 Department of Communities, Child Safety and Disability Services will give at least five (5) days notice to the Organisation before exercising these access rights and will name any persons requested to be available for interview, unless Department of Communities, Child Safety and Disability Services has reasonable grounds to suspect fraud or mismanagement.
- 7.4 The Organisation must co-operate and provide whatever assistance is necessary to enable Department of Communities, Child Safety and Disability Services to exercise its rights

under clauses 7.1 and 7.2 and the Organisation must not obstruct or hinder Department of Communities, Child Safety and Disability Services in any way.

8. BREACH & CONSEQUENCES OF BREACH

8.1 If the Organisation fails to comply with any provision of this Agreement, and that failure is in the reasonable opinion of Department of Communities, Child Safety and Disability Services capable of being remedied, then Department of Communities, Child Safety and Disability Services must give the Organisation a notice to remedy the failure within 21 days from the date on which the notice is given.

8.2 If:

- (a) in the reasonable opinion of Department of Communities, Child Safety and Disability Services a breach by the Organisation of a provision of this Agreement is not capable of being remedied;
- (b) the Organisation becomes insolvent or takes advantage of any insolvency laws or is unable to pay its debts when due; or
- (c) the Organisation has failed to comply with a notice under clause 8.2,

then Department of Communities, Child Safety and Disability Services may immediately do any one or more of the following:

- (d) require the repayment to Department of Communities, Child Safety and Disability Services of the Capital Funds or any part of the Capital Funds;
- (e) suspend payment of any unpaid instalment of the Capital Funds to the Organisation (until further notice);
- (f) increase the frequency of financial or performance reporting by the Organisation;
- (g) appoint a financial controller to monitor the expenditure of the Capital Funds;
- (h) appoint an auditor to conduct an audit or inspection;
- (i) exercise the option contained in clause 20 to purchase the Assets or the option contained in clause 26 to purchase the Property;
- (j) exercise any rights available to Department of Communities, Child Safety and Disability Services under any Bill of Sale or Bill of Mortgage given by the Organisation under this Agreement; or
- (k) terminate this Agreement.

Any amount required to be repaid in accordance with paragraph (d) above shall be a debt due to Department of Communities, Child Safety and Disability Services and recoverable as such.

8.3 Termination of this Agreement will not affect any claim or action 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.

8.4 The following clauses will survive termination of this Agreement:

- (a) Financial Responsibilities (clause 3.5);

- (b) Liability and Indemnity (clause 6);
- (c) Breach & Consequences of Breach (clause 8);
- (d) Option to Purchase Assets (clause 20);
- (e) Bill of Sale (clause 21);
- (f) Option to Purchase Property (clause 26);
- (g) Insurance (clauses 19 and 25); and
- (h) Mortgage (clause 27).

9. GST

9.1 For the purposes of this clause 9:

- (a) **“GST Law”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) or any re-enactment thereof as amended from time to time;
- (b) **“ABN”, “Adjustment Event”, “Adjustment Note”, “GST”, “Recipient Created Adjustment Note”, “Tax Invoice” and “Taxable Supply”** shall have the meanings attributed to these terms in the GST Law.

9.2 The Organisation and Department of Communities, Child Safety and Disability Services agree that the amount of Funds specified in this Agreement are GST exclusive.

9.3 The Organisation agrees that if it is registered or required to be registered for GST purposes, the Taxable Supply will be subject to GST to the extent required by the GST Law.

9.4 If the Organisation becomes liable to remit GST in respect of any Taxable Supply the Organisation makes to Department of Communities, Child Safety and Disability Services in accordance with this Agreement, the amount otherwise payable by Department of Communities, Child Safety and Disability Services under this Agreement will be increased by the amount of the GST liability (“GST amount”). The GST amount will be payable by Department of Communities, Child Safety and Disability Services in the same manner and at the same time as the Funds payable under this Agreement.

9.5 The Organisation requests that Department of Communities, Child Safety and Disability Services issue Recipient Created tax Invoices in respect of all Taxable Supplies under this Agreement and further agrees to complete and certify the Recipient Created Tax Invoice (RCTI) Agreement contained in Schedule 3.

9.6 Any GST amount paid by Department of Communities, Child Safety and Disability Services to the Organisation must be deposited into an approved financial institution account established in accordance with clause 3.4 and the interest earned may only be used in accordance with clause 3.2.

10. COSTS

10.1 Each party will pay its own legal costs for the preparation, execution and stamping of this Agreement, but Department of Communities, Child Safety and Disability Services will pay any stamp duty on this Agreement.

10.2 Each party will pay its own legal costs in respect of the preparation, execution, stamping and registration of any security under clause 21 or clause 27, but Department of

Communities, Child Safety and Disability Services will pay any stamp duty and registration fees.

- 10.3 Department of Communities, Child Safety and Disability Services will pay the costs of preparation of the documents necessary to transfer the Property or any Asset pursuant to exercise of the option contained in clause 20 or the option contained in clause 26 and Department of Communities, Child Safety and Disability Services will pay any stamp duty and registration fees on any such transfer. The Organisation must pay its own legal costs in respect of the exercise of an option by Department of Communities, Child Safety and Disability Services or the transfer of the Property or any Asset pursuant to exercise of an option.

11. NOTICES

- 11.1 A notice, demand or other communication to be given or made by a party under this Agreement will be deemed to have been duly given to or made if it is delivered, or sent by prepaid registered post or by facsimile transmission addressed:

- (a) to the Organisation at the address set out in Item 6 of the Capital Funding Particulars;
- (b) to Department of Communities, Child Safety and Disability Services at:

Physical Address: The Director Disability Programs Department of Communities, Child Safety and Disability Services Level 3A, 75 William Street BRISBANE QLD 4000	Postal address: The Director Disability Programs Department of Communities, Child Safety and Disability Services Level 3A, 75 William Street BRISBANE QLD 4000
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or to: Facsimile: (07) 3006.8732.

- 11.2 Notices will be deemed to be given:

- (a) two (2) days after deposit in the mail with postage prepaid;
- (b) immediately upon delivery by hand;
- (c) immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's transmitter, prior to 5pm on any business day in Queensland, and if after 5pm the notice will be deemed to be given at 9am on the next business day.

12. WAIVER

- 12.1 A failure by a party to enforce a clause of this Agreement at any time will not constitute a waiver of the clause and a clause will not be deemed to be waived unless the waiver is in writing and signed by the waiving party.
- 12.2 Any waiver by a party of a breach of a clause of this Agreement by the other party will not constitute a waiver of any subsequent breach of that clause or of any other clause.

13. VARIATION

- 13.1 This Agreement may be varied at any time by an agreement in writing executed by both parties.

13.2 It will be sufficient evidence of agreement to vary a schedule to this Agreement if the parties execute and date a document purporting to be a substitute schedule.

14. SEVERABILITY

14.1 If any provision of this Agreement is held to be illegal or unenforceable the provision will be severed from the Agreement and the remaining provisions will govern the relationship of the parties as if the offending provision had never been included.

15. GOVERNING LAW

15.1 This Agreement will be governed and construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.

15.2 The Organisation must comply with all laws relevant to the Property or the Assets.

16. SPECIAL CONDITIONS

16.1 The special conditions (if any) set out in Item 9 of the Capital Funding Particulars will form part of this Agreement.

PART B - ASSET CLAUSES

17. APPLICATION OF PART B

17.1 The provisions of this Part B will apply if the Capital Funding Purpose includes the acquisition of any Assets.

18. USE, MAINTENANCE AND RECORDING OF ASSETS

18.1 The Organisation must use the Assets at all times for or in connection with the Elderly Parent Carer Innovation Trial.

18.2 The Organisation must record in a register, the details of all Assets purchased for more than \$5,000.

18.3 The register must contain the following information:

- (a) model, engine or stock number and description;
- (b) date of purchase and the name of the supplier;
- (c) purchase/acquisition price, including installation and delivery;
- (d) the effective/useful life of the Asset;
- (e) depreciation rate (prime cost or diminishing value) as provided under relevant sections of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*; and
- (f) written down value/book value; and
- (g) details of any transfer or disposal of the Asset.

18.4 Subject to clause 20, the Organisation will be and remain the absolute owner of all Assets.

18.5 The Organisation must maintain all Assets in good order and condition at all times. Without limiting the generality of this, this obligation includes:

- (a) monitoring the physical condition of the Assets;
- (b) taking all reasonable steps to safeguard the Assets from damage or theft;
- (c) carrying out all necessary maintenance and repairs to ensure all Assets remain in good working order; and
- (d) ensuring staff are properly trained in the use and operation of Assets.

18.6 The Organisation must develop and implement appropriate financial strategies to ensure that Assets can be replaced as necessary.

18.7 The Organisation is responsible to pay all costs associated with the use, operation, maintenance and repair of the Assets, including, where applicable, vehicle registration fees.

19. INSURANCE

19.1 The Organisation must take out and maintain with a reputable insurer comprehensive insurance in respect of all Assets, for the full insurable value of the Assets.

19.2 When requested to do so, the Organisation must, within seven (7) days from the date of the request, supply evidence to Department of Communities, Child Safety and Disability Services of the currency of the insurance required by clause 19.1.

19.3 If the Organisation fails to take out or maintain insurance as required by clause 19.1, Department of Communities, Child Safety and Disability Services may effect the necessary insurance and recover the amount of the insurance premium from the Organisation as a debt due to Department of Communities, Child Safety and Disability Services.

20. OPTION TO PURCHASE ASSETS

20.1 The Organisation grants Department of Communities, Child Safety and Disability Services or its nominee an irrevocable option to purchase the Assets for \$1.

20.2 Department of Communities, Child Safety and Disability Services may exercise the option by giving written notice to the Organisation (stating the name of the nominee if applicable).

20.3 If Department of Communities, Child Safety and Disability Services exercises the option under clause 20.2, the Organisation must, within seven (7) days after receipt of the relevant documents, sign all necessary documents to effect the transfer of ownership of the Assets to Department of Communities, Child Safety and Disability Services.

20.4 The Organisation irrevocably appoints the Director-General to be its attorney for the purpose of signing any documents necessary to transfer ownership of the Assets to Department of Communities, Child Safety and Disability Services. This power of attorney will not be exercised unless the Organisation has failed to comply with clause 20.3.

20.5 Department of Communities, Child Safety and Disability Services will not exercise the option contained in this clause 20 while the Organisation continues to use the Assets solely for or in connection with the provision of the Services.

21. BILL OF SALE

21.1 If requested at any time by Department of Communities, Child Safety and Disability Services, the Organisation must give Department of Communities, Child Safety and Disability Services a Bill of Sale over the Assets to secure the payment of any money that may be or become owing to Department of Communities, Child Safety and Disability Services under this Agreement.

- 21.2 Department of Communities, Child Safety and Disability Services may delay payment of the Capital Funds to the Organisation until the Bill of Sale and any ancillary documents have been satisfactorily completed and signed and returned to Department of Communities, Child Safety and Disability Services.

PART C - PROPERTY CLAUSES

22. APPLICATION OF PART C

- 22.1 The provisions of this Part C will apply if the Capital Funding Purpose relates to any Property.
- 22.2 In this Part, a reference to “construction” of a building includes modification or refurbishment of a building.

23. CONSTRUCTION

- 23.1 The Organisation must ensure that the design and construction of the building is cost effective and complies with current Australian Design Standards and the requirements of the Building Code of Australia, in particular those relating to health and welfare services for the aged or disabled.
- 23.2 The Organisation must liaise closely with Department of Communities, Child Safety and Disability Services in the development of the plans for the construction of the building and must not commence construction until Department of Communities, Child Safety and Disability Services has reviewed the plans and given written endorsement to proceed.
- 23.3 The Organisation must ensure that construction is:
- (a) commenced as soon as practicable after the Commencement Date;
 - (b) progressed in accordance with the Milestones; and
 - (c) completed by the date set out in Item 7 of the Capital Funding Particulars (or, if the Organisation has satisfied Department of Communities, Child Safety and Disability Services that it has commenced and diligently proceeded with the construction and has complied with clause 23.5, such later date as may be agreed in writing by Department of Communities, Child Safety and Disability Services).
- 23.4 The Organisation must submit the following reports to Department of Communities, Child Safety and Disability Services in respect of the construction:
- (a) the Progress Reports; and
 - (b) a final report upon completion of the construction, confirming that:
 - (i) the construction has been finalised; and
 - (ii) the Capital Funds have been spent in accordance with this Agreement.
- The final report must include photographs of the completed building and satisfactory evidence of the expenditure of the Capital Funds.
- 23.5 If at any time there is a delay in the construction, the Organisation must promptly notify Department of Communities, Child Safety and Disability Services in writing of the delay, the reason for it and the anticipated length of the delay.

- 23.6 The Organisation must allow Department of Communities, Child Safety and Disability Services, upon reasonable prior notice:
- (a) access to all plans, drawings, specifications, contracts, quotations and invoices in relation to the construction; and
 - (b) access to the Property for the purpose of assessing the progress of construction.

24. USE & MAINTENANCE OF THE PROPERTY

- 24.1 The Organisation must use the Property at all times for or in connection with the Elderly Parent Carer Innovation Trial.
- 24.2 The Organisation must maintain the Property in good order and repair at all times. Without limiting the generality of this, this obligation includes:
- (a) monitoring the physical condition of the Property and keeping it clean and tidy;
 - (b) taking all reasonable steps to safeguard the Property from damage or theft; and
 - (c) carrying out all necessary maintenance and repairs to ensure the Property remains in good condition.

25. INSURANCE

- 25.1 The Organisation must ensure that any contractor engaged by it in relation to the construction, takes out and maintains (with a reputable insurer) the following insurances during the construction:
- (a) public liability insurance for not less than \$10,000,000 arising from any one event;
 - (b) property insurance for loss, destruction or damage caused by the contractor to the Property or the Assets or any other property of the Organisation during the construction;
 - (c) contractor's all risk insurance for the full value of the construction works for loss, destruction or damage; and
 - (d) workers' compensation insurance for persons employed by the contractor, in accordance with the *Workers' Compensation and Rehabilitation Act 2003*.
- 25.2 After completion of the construction, the Organisation must take out and maintain with a reputable insurer comprehensive building insurance for the Property, for the full insurable value of the Property.
- 25.3 When requested to do so, the Organisation must, within seven (7) days from the date of the request, supply evidence to Department of Communities, Child Safety and Disability Services of the currency of the insurance required by clauses 25.1 and 25.2.
- 25.4 If the Organisation fails to take out or maintain insurance as required by clause 25.2, Department of Communities, Child Safety and Disability Services may effect the necessary insurance and recover the amount of the insurance premium from the Organisation as a debt due to Department of Communities, Child Safety and Disability Services.

26. OPTION TO PURCHASE PROPERTY

- 26.1 The Organisation grants Department of Communities, Child Safety and Disability Services or its nominee an irrevocable option to purchase the Property.

- 26.2 Department of Communities, Child Safety and Disability Services may exercise the option by giving written notice to the Organisation (stating the name of the nominee if applicable).
- 26.3 If Department of Communities, Child Safety and Disability Services exercises the option pursuant to clause 26.1 then the consideration payable for the Property will be the current market value of the Property less the amount of the Capital Funds (except that if the current market value of the Property is less than the amount of the Capital Funds, the consideration will be the sum of \$1.00). The current market value of the Property will be determined by a registered practicing valuer nominated by Department of Communities, Child Safety and Disability Services. The valuer will act as an expert and Department of Communities, Child Safety and Disability Services will pay the cost of the valuation.
- 26.4 If Department of Communities, Child Safety and Disability Services exercises the option pursuant to clause 26.2, the Organisation must, within seven (7) days after receipt of the relevant documents, sign all necessary documents to effect the transfer of ownership of the Property to Department of Communities, Child Safety and Disability Services.
- 26.5 The Organisation irrevocably appoints the Director-General to be its attorney for the purpose of signing any documents necessary to transfer ownership of the Property to Department of Communities, Child Safety and Disability Services. This power of attorney will not be exercised unless the Organisation has failed to comply with clause 26.4.
- 26.6 Department of Communities, Child Safety and Disability Services will not exercise the option contained in clause 26 while the Organisation continues to use the Property solely for or in connection with the provision of the Services.

27. MORTGAGE

- 27.1 If requested at any time by Department of Communities, Child Safety and Disability Services, the Organisation must give Department of Communities, Child Safety and Disability Services a mortgage over the Property to secure the payment of any money that may be or become owing to Department of Communities, Child Safety and Disability Services under this Agreement.
- 27.2 Department of Communities, Child Safety and Disability Services may delay payment of the Capital Funds to the Organisation until the mortgage and any ancillary documents have been satisfactorily completed and signed and returned to Department of Communities, Child Safety and Disability Services.

SCHEDULE 1

CAPITAL FUNDING PARTICULARS

1.	Organisation (Clause 1.1):	[Insert the name of the Organisation to which the particulars relate].
2.	Capital Funds (Clause 1.1):	[Insert the total amount of the capital funding].
3.	Milestones (Clauses 2.2 & 4.1):	[Insert details of the milestones to be achieved and the dates by which they are to be achieved.]
4.	Payment Arrangements (Clause 2.2):	[Insert details of how the capital funding is to be paid, including instalment amounts and dates for payment.]
5.	Purpose of the Capital Funding (Clause 3.1):	<p>[Insert details of what the capital funding is to be used for eg:</p> <ul style="list-style-type: none"> • Purchase of building or land and building at --- • Renovation/modification of building at --- • Bus with modifications to replace xxxx <p>(Include as much detail as possible eg for real property, include the <i>address of the property plus the real property description</i>)</p>
6.	Organisation's address (Clause 11.1):	[Insert Organisation's address, including fax no.]
7.	Date for completion of construction (Clause 23.3):	[Insert date by which building is to be finished. If the capital funding is not to be used for building, insert the words 'Not applicable'.]
8.	Construction progress reports (Clause 23.4):	[Insert details of when progress reports are due. These may be actual dates or might be related to completion of specified stages of the building.]
9.	Special conditions (Clause 16):	[Insert special conditions, if there are any. If there are no special conditions, insert the word 'Nil'.]

<Allowance for Second page when the Milestones need two pages>

Note: If only One page have heading at top as follows:

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RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

Organisation Name:	
Organisation ABN:	____ - ____ - ____ - ____
Organisation Status:	GST GST registered: <input type="checkbox"/> No <input type="checkbox"/> Yes Effective from: / /

This is an Agreement between Department of Communities, Child Safety and Disability Services (DoC) and the Organisation whose name appears above to enable DCCSDS to issue RCTI in respect of the Capital Funding Agreement to which this RCTI Agreement forms the Schedule 2 and particularly in respect of the Purpose of Capital Funds (Schedule 1) in the Capital Funding Agreement.

Organisation	Department of Communities, Child Safety and Disability Services
I, hereby, certify that 1. the Organisation is / is not registered for GST, and 2. the Organisation agrees to be bound by the terms and conditions of the RCTI Agreement outlined on page 2*.	For and on behalf of Department of Communities, Child Safety and Disability Services, I hereby certify that: 1. Department of Communities, Child Safety and Disability Services is registered for GST purposes and its ABN is 25 791 185 155, and 2. Department of Communities, Child Safety and Disability Services agrees to be bound by the terms and conditions of the RCTI Agreement outlined on page 2*.
Signature:	Signature:
_____	_____
Print full name:	Print full name:
_____	_____
Position:	Position:
_____	Director, Disability Programs
(President /Chairperson /CEO /Treasurer /Secretary)	
Date: / /	Date: / /

* Refer to Schedule 3 Page 2

RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

1. Department of Communities, Child Safety and Disability Services will issue RCTIs in respect of all Taxable Supplies made by the Organisation to Department of Communities, Child Safety and Disability Services in return for the Funding from Department of Communities, Child Safety and Disability Services, and provide a copy to the Organisation within twenty-eight (28) days.
2. The Organisation must remit the GST amount(s) to the Australian Taxation Office as required by the GST Law.
3. Department of Communities, Child Safety and Disability Services will issue Recipient Created Adjustment Notes (RCAN) in respect of any Adjustment Events that occur under this RCTI Agreement, and provide a copy to the Organisation (within twenty-eight (28) days after one has been requested or when Department of Communities, Child Safety and Disability Services becomes aware of the adjustment event).
4. The Organisation agrees not to issue Tax Invoices or Adjustment Notes in respect of these same Taxable Supplies (if this were to occur, the Organisation's Tax Invoice or Adjustment Note is not considered valid and the RCTI and/or RCAN takes precedence).
5. The Organisation will notify Department of Communities, Child Safety and Disability Services immediately if it ceases to be registered for GST purposes, becomes aware of any reason for which its registration may be cancelled, or if it ceases to satisfy any of the RCTI requirements stated in the GST Law.
6. The Organisation acknowledges that it cannot enter into an Agreement permitting Department of Communities, Child Safety and Disability Services to issue a RCTI Agreement if it is not registered for GST, even if it is required to be registered.
7. The Organisation will notify Department of Communities, Child Safety and Disability Services in writing if it wishes Department of Communities, Child Safety and Disability Services to no longer issue the RCTI and the cancellation of this Agreement for Department of Communities, Child Safety and Disability Services to issue the RCTI will not take affect until the advice of the cancellation has been received by Department of Communities, Child Safety and Disability Services.
8. The Organisation will notify Department of Communities, Child Safety and Disability Services in writing immediately of any change to its GST status or ABN.
9. Department of Communities, Child Safety and Disability Services is registered for GST purposes and its ABN is 25 791 185 155. Department of Communities, Child Safety and Disability Services will notify the Organisation if it ceases to be registered for GST purposes, becomes aware of any reason for which its registration may be cancelled, or if it ceases to satisfy any of the RCTI requirements stated in the GST Law.
10. If the amount of GST recovered from Department of Communities, Child Safety and Disability Services under this Agreement differs, for any reason, from the amount of GST paid or payable by the Organisation to the Commissioner of Taxation, including by reason of:
 - 10.1 an amendment to the GST Law;
 - 10.2 the issue of or an alternation in a ruling or advice of the Commissioner of Taxation;
 - 10.3 a refund of GST to the Organisation in respect of any Taxable Supply made under this Agreement;
 - 10.4 a decision of any tribunal or court; or
 - 10.5 a change in the registration status of the Organisation, whether before or after a payment was made and/or an adjustment event occurred,
 then, subject to obtaining written approval or instruction from Department of Communities,

Child Safety and Disability Services, the difference in amounts will be paid by or to Department of Communities, Child Safety and Disability Services, as the case may be as soon as is reasonably practicable.

EXECUTED AS A DEED and delivered by the parties on the dates appearing below.

Signed for and on behalf of the **STATE OF QUEENSLAND**, acting through Department of Communities, Child Safety and Disability Services, by the Director, Disability Programs

(Signature)

(Print Name)

(Date)

in the presence of:

(Signature of Witness)

(Print Name of Witness)

Signed for and on behalf of the _____
ORGANISATION by*

(Signature)

(Print Name)

(Position: President / Chairperson / CEO /
Manager)

(Date)

in the presence of:

(Signature of Witness)

(Print Name of Witness)

*** Note: this Signatory must be authorised to sign on behalf of the Organisation.**