



## TERMS AND CONDITIONS

### Guidelines and Legal Provisions for Community Fund Applicants and Recipients

#### Introduction

The following Terms and Conditions (“Terms”) govern the application to, participation in, and receipt of funding from the Community Fund Program (“Program”) administered by Beck Legal (“the Firm”). By submitting an application or accepting a grant, donation or sponsorship (“Grant”), applicants and recipients (“Participants”) agree to be bound by these Terms. The Program aims to support initiatives that foster positive and sustainable impact in our local communities.

#### Eligibility Criteria

- Applicants must be legal entities, such as non-profit organisations, registered charities, community groups, schools, or social enterprises. Individual applications will not be considered, unless otherwise expressly permitted by the Firm.
- Applicants must operate within the Bendigo and Swan Hill regions and their proposed projects must directly benefit the community within this defined area.
- Organisations must be in good standing, with no outstanding legal, financial, or regulatory issues at the time of application and throughout the grant period.
- Applicants must not be directly affiliated with or represent political parties, for-profit ventures (unless as a social enterprise), or organisations promoting discrimination, hatred, or violence.
- The Firm reserves the right to determine eligibility at its sole and absolute discretion.

#### Application Process

- Applications must be completed via the official Program portal located on the Firm’s website or on the prescribed application form provided by the Firm.
- All required supporting documents must be submitted by the specified deadline. Late or incomplete applications will not be considered.
- Applicants must provide accurate, truthful, and complete information. Any misrepresentation may result in disqualification and/or return of granted funds.
- The Firm may request additional documentation or clarification from applicants at any stage of the selection process.
- All applications will be reviewed by a panel

appointed by the Firm. Decisions are final and not subject to appeal.

#### Grant Awards

- Grant amounts will be determined at the sole discretion of the Firm and may vary based on project scale, community impact, and available funding.
- The Firm may offer partial grants, fund specific project components, or combine several applications at its discretion.
- Grant funds must only be used for the purposes specified in the original application or as otherwise approved in writing by the Firm.
- Recipients must sign a Grant Agreement outlining the terms of use, reporting requirements, and other obligations before funds are disbursed.
- Funds are non-transferable and must not be assigned, pledged, or used as collateral for any obligation.

#### Permitted and Prohibited Uses of Funds

- Permitted uses include direct project expenses such as materials, labor, outreach, education, and operational costs related to the approved initiative.
- Prohibited uses include, but are not limited to:
  - Political campaigning or lobbying activities
  - Personal expenses or compensation unrelated to the project
  - Payment of fines, penalties, or any legal disputes
  - Fundraising events or initiatives not approved by the Firm
  - Projects or expenses not aligned with the stated objectives of the Program
  - Meeting existing debts or using as security for loans

#### Reporting Requirements

- Where applicable, recipients must submit a report detailing the use of funds, progress towards objectives, and measurable outcomes.
- The Firm may require photographic, video, or other documentary evidence of activities and expenditure, which may include but is not limited to financial reports to evidence the use of the funds.
- Failure to submit required reports, or submission of inadequate reports, may result in withholding

of any remaining funds or ineligibility for future grants.

- The Firm reserves the right to conduct site visits or audits to verify grant use.

### **Duration and Termination**

- The grant term will be specified in the Grant Agreement and may not be extended without written consent from the Firm.
- The Firm reserves the right to suspend, withhold, or terminate funding at any time if:
  - The recipient breaches any provision of these Terms or the Grant Agreement
  - The project ceases to operate or significantly deviates from the approved proposal
  - Funds are misused, misappropriated, or unaccounted for
  - Any information provided by the recipient is found to be false or materially misleading
  - The Firm is of the reasonable opinion that the recipient is misappropriating the funds or is operating in a way which does not align with the Firm's values and objectives of the Program
- Upon termination, undisbursed or unspent funds must be returned to the Firm within thirty (30) days.

### **Intellectual Property**

- All intellectual property developed during the project shall belong to the recipient, unless otherwise agreed in writing.
- The Firm reserves a non-exclusive, royalty-free license to use summaries, non-confidential data, and project outcomes for reporting, promotional, or educational purposes, with appropriate credit to the recipient.

### **Publicity and Acknowledgement**

- Recipients are to acknowledge the Firm's support in project materials, events, and public communications, in accordance with the guidelines provided by the Firm.
- Use of the Firm's name or logo must be approved by the Firm, in advance and in writing.
- The Firm may publicise information about funded projects, including recipients' names, project descriptions, and outcomes.

### **Data Protection and Confidentiality**

- All personal and organisational data collected as part of the application and grant process will be handled in accordance with applicable data protection laws and the Firm's privacy policy.
- Recipients must not disclose confidential information about the Firm or the Program without prior written consent.

### **Liability and Indemnity**

- The Firm is not liable for any loss, damage, or injury incurred as a result of participation in the Program or implementation of the funded project, except where required by law.
- Recipients agree to indemnify and hold harmless the Firm, its partners, employees, and agents from any claims, losses, liabilities, or expenses arising from the recipient's project or breach of these Terms.

### **Amendments**

- The Firm reserves the right to amend these Terms at any time. Updated Terms will be communicated to applicants and recipients, who will be bound by the revised Terms upon notification.

### **Governing Law and Jurisdiction**

- These Terms are governed by the laws of Victoria, Australia. Any disputes arising in connection with the Program shall be subject to the exclusive jurisdiction of the courts of Victoria.

### **Contact Information**

- All correspondence, queries, or requests for clarification regarding the Program or these Terms should be directed to:  
Marketing & Business Development Manager  
marketing@becklegal.com.au  
03 54453333  
Beck Legal, PO Box 628, Bendigo VIC 3552

### **Acceptance**

By submitting an application or accepting a grant, you acknowledge that you have read, understood, and agreed to abide by these Terms and Conditions. Failure to comply may result in withdrawal of funding and legal action, if warranted.

