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# About this Application

By submitting this Application Form, you apply for funding from Racing and Wagering Western Australia's (RWWA) Off The Track WA Community Fund, on and subject to the Terms set out in the Annexure.

# **Maximum funding amount**

The maximum Fund amount per project is \$7000, to be awarded at the sole and absolute discretion of RWWA in accordance with the Terms.

Separate applications must be submitted for each project.

### **Application process**

Website (optional)

To apply for funding, you must complete this Application Form (which includes the Terms) and submit it via this platform (SmartyGrants).

Applications close 4pm Friday, 22 November 2024.

# OTTWA Community Fund Fact Sheet

Please read the OTTWA Community Fund Fact Sheet before starting your application.

The Fact Sheet includes important information which you will need to complete your application.

# \* indicates a required field Applicant details Organisation Name \* ABN/ACN \* Business Address \* Address Address Address Line 1, Suburb/Town, State/Province, and Postcode are required.

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Must be a URL.			
Is your organisation registered for GST? *  O Yes  O No			
Upload your Certificate of Currency for a minimum of \$10m Public Liability Insurance * Attach a file:			
You must upload your Certificate of Currency to progress your application.			
Primary contact person			
Applicant *			
Title First Name Last Name			
Position/role within organisation *			
Phone Number *			
Must be an Australian phone number.			
Email *			
Must be an email address.			
Project details			
* indicates a required field			
Project Title *			
Project Category *  ☐ Equine therapy or equine assisted learning program ☐ Equestrian centre/riding school completing a project to benefit OTT horses and their riders			
<ul> <li>□ Education to improve the safety and welfare of OTT horses and riders</li> <li>□ Project to improve the safety and welfare of OTT horses and riders</li> <li>□ Not-for-profit/charity organisation providing lifelong care to OTT horses</li> </ul>			
Refer to Community Fund Fact Sheet (Section 3 - Eligible Projects) for additional details.			

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Cost Breakdown

Project descri	ption *			
Word count: Must be no more	than 500 words.			
How does this	project/progr	am align with	the OTTWA Comm	nunity Fund object
Word count: Must be no more Refer to Commun	than 500 words. hity Fund Fact She	<u>et</u> (Section 1 - Th	e Program).	
How will this	funding help y	ou deliver you	r project/program	? *
Word count: Must be no more	than 500 words.			
What are the	expected outc	omes and how	will they be mea	sured/reported? *
Word count: Must be no more	than 500 words.			
Will the project	ct outcomes co	ontinue to pro	vide benefits beyo	ond the project? *
Please provide	e further detai	ils relating to	ongoing benefits (	of the project. *
•		J	3 3	
Word count: Must be no more	than 500 words.			
Project Bud	lget			
* indicates a red	quired field			
Total amount	requested (ma	ax \$7,000) *		
•	on is registered fo	or GST, show all ar	nounts excluding GST	

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Outline how you have ca	alculated the amount	requested above.
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The sum of amounts in each row should match the total amount requested above.

If your organisation is registered for GST, show all amounts excluding GST.

Refer to the <u>OTTWA Community Fund Fact Sheet</u> (Section 4 - Ineligible Projects and Expenses). Please ensure you do not apply for an ineligible expense, as you will not be able to amend the cost breakdown after the application closing date.

Item Description	Cost	Notes	

# Supporting Documentation (optional)

Please upload documents to support your funding request (if applicable).

This may include quotes received for goods/services, or screenshots of online prices for required materials.

Supporting Documents Attach a file:		
Organisation Details		
* indicates a required field		
About your organisation (e.g., history, p	ourpose, achievemen	ts) *
Word count: Must be no more than 500 words.		
Outline the capacity of your organisatio	n to complete the pr	oject *
Word count:		

OPTIONAL: If the project relies on donations of time or money from other parties, please upload letters from these parties expressing their intention to commit to the completion of the project.

Attach a file:

Must be no more than 500 words. If the project relies on donations of time

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Link to Off The Track
How are retired thoroughbred or standardbred horses currently incorporated in your organisation? *
Word count: Must be no more than 500 words. Provide enough detail to clearly link the project/program delivery to OTT horses.
Are you likely to increase the number of OTT horses in your organisation if you receive funding? $\ast$
Word count: Must be no more than 500 words.
I agree to register any OTT horses in my organisation for an OTTWA Passport (if not already registered) *  O Yes  No
Off The Track WA can assist you with this process if needed.
RWWA Values
It is important that programs/projects advocate for high standards of animal welfare and have established guidelines for code of conduct that align with RWWA's values.
What we believe:
<ul> <li>Respect: we value and care for our people, embracing diversity and inclusion.</li> <li>Accountability: we take ownership and build trust by delivering on our commitments.</li> <li>Connection: we build relationships and work collaboratively.</li> </ul>
• Excellence: we have the courage to try new things and strive to be our best.
How do your business operations align with the RWWA values? *
Word count: Must be no more than 500 words.

# Terms and Conditions

\* indicates a required field

Privacy

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#### **PRIVACY**

By completing this Application Form, the Applicant consents to RWWA collecting the Applicant's personal information. RWWA will collect this information from the Applicant directly and may also collect additional personal information about the Applicant from third parties to assess this application. If the Applicant does not provide, or RWWA cannot otherwise collect, all the information RWWA requests, RWWA may not be able to assess the Applicant's application.

RWWA may share the Applicant's personal information with third parties for any purpose related to this Application Form or the Fund, including but not limited to:

- RWWA's related entities; and
- any other third parties and regulatory bodies including but not limited to agents, contractors and service providers (including for the purposes of marketing or promoting the OTTWA Community Fund and / or the inclusion on any register of Fund recipients maintained by RWWA).

The Applicant hereby consents to RWWA collecting and using the Applicant's personal information including the Applicant's contact details to send the Applicant (by telephone, email, SMS or mail) communications about the Fund, promotions and other events. The Applicant can opt out of these communications at any time by following the unsubscribe link in the message RWWA sends or by emailing animalwelfare@rwwa.com.au.

RWWA's privacy policy, which is available at <a href="https://www.rwwa.com.au/privacy-policy/">https://www.rwwa.com.au/privacy-policy/</a> or by emailing animalwelfare@rwwa.com.au, includes RWWA's contact details, explains more about the types of personal information RWWA usually collects and how RWWA handles personal information. It also sets out how the Applicant can seek access to, and correction of, their personal information, how to make a privacy complaint and how RWWA deals with these complaints.

#### **Terms**

## **ACKNOWLEDGEMENT AND AGREEMENT**

By signing this Application Form, the Applicant acknowledges and agrees that:

- the Applicant has read and fully understands the Terms in their entirety and is bound by the Terms, and that this application is subject to the Terms;
- the information in this Application Form and any attachments are true and correct; and

This agreement comprises this Application Form, the Terms, and the 2025 OTTWA Community Fund Fact Sheet. By signing this Application Form, the Applicant acknowledges and agrees that it has read and fully understands the Terms in their entirety and that the Applicant is bound by them.

#### **Annexure - Terms**

- 1. APPLICATION FOR FUNDING
- **1.1** Funds will be allocated by means of an application and assessment process managed by RWWA in its sole and absolute discretion. In assessing applications for Funds, RWWA will have regard to the eligibility criteria set out in the 2025 OTTWA Community Fund Fact Sheet.

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- **1.2** Applications for Funds must be submitted within the outlined timeline, and submitted within SmartyGrants.
- **1.3** Application for Funds must include a completed Application Form including all required fields and addressing all assessment criteria.
- **1.4** RWWA may require in writing any further information and documents from any Applicant that RWWA determines is necessary for the purposes of RWWA's assessment of that Applicant, or that Applicant's application for Funds.
- **1.5** Incomplete applications (including any applications where the Applicant has failed to respond to a request for further information from the RWWA under clause 1.4) will be invalid and will not be considered.
- **1.6** By submitting an application for Funds, the Applicant acknowledges they have read these Terms and agrees to be bound by them.
- **1.7** The Applicant acknowledges and agrees that it is not entitled to receive, and RWWA is not obliged to provide, any Funds to the Applicant, other than where RWWA has notified the Applicant that its application for Funds has been successful under clause 2.1.
- 2. PAYMENT OF FUNDS
- **2.1** RWWA will use best endeavours to notify the Applicant of whether their Application for Funds has been successful within 42 days of the Closing Date.
- **2.2** If RWWA notifies the Applicant that their application for Funds is successful (**Notice**):

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- RWWA is not obliged to pay any part of the Fund to the Applicant until the Applicant has satisfied the Conditions (if any) to RWWA's reasonable satisfaction:
- the Applicant must submit a valid tax invoice for the Fund amount to RWWA; and
- subject to the Applicant complying with its obligations under this document, RWWA will pay the Fund amount to the Applicant within 30 days of receipt of a valid tax invoice from the Applicant by way of electronic funds transfer to an account nominated in writing by the Applicant.

#### 3. APPLICANT OBLIGATIONS

**3.1** If the Applicant is awarded a Fund by RWWA, the Applicant must:

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- ensure that the Fund is applied only to the achievement of the project or program specified in the Application Form;
- comply with all laws and obtain, hold and comply with all necessary permissions, permits and approvals, including rights and licenses, from any private third parties and from local, State or Commonwealth authorities required to manage, conduct and/or promote the project or program;
- promptly give written notice to RWWA of any notice, advice or other communication received by the Applicant or on their behalf which may adversely affect the management, conduct, promotion or the financial viability of the project or program;
- not do or omit to do anything or become involved in any situation which brings RWWA into public disrepute, contempt, scandal or ridicule; and

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• within 7 days of a request from RWWA, deliver a Status Report or an Expenditure Report to RWWA in a form satisfactory to RWWA.

#### 4. DEFAULT

**4.1** If the Applicant commits a material breach of these Terms, RWWA may:

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- withdraw the Fund (if the Fund has not been paid to the Applicant); or
- require the Applicant to return the Fund to RWWA (in which case the Applicant must return the Fund to RWWA within 7 days of the date of RWWA's request).

#### 5. PROMOTION

**5.1** RWWA may, in its sole and absolute discretion, market and promote the OTTWA WA Community Fund and the Applicant's participation in it.

#### 6. CONFIDENTIALITY

- **6.1** The Applicant acknowledges that all information provided by RWWA in relation to the Fund is confidential and the Applicant must not use, copy, modify or disclose such information to any third party (or permit others to do so) without RWWA's prior written consent.
- **6.2** The provisions of this clause 6 shall not apply to information which:

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- is or comes into the public domain through no fault of the Applicant; or
- is required by law, by court or governmental order to be disclosed provided that, to the extent permitted by law, prior to any disclosure, the Applicant notifies RWWA and, at RWWA's request and cost, assists RWWA in opposing any such disclosure.
- **6.3** The Applicant must not, directly or indirectly, disclose any information, make or publish any statement or photograph or do any other thing (whether physically, electronically, verbally, in writing, online or offline) which may disparage, harm, prejudice or adversely affect RWWA or bring embarrassment and/or disrepute to RWWA in any manner whatsoever, as determined by RWWA in its sole discretion.

### 7. PRIVACY

**7.1** The Personal Information that RWWA collects or has access to in connection with this Agreement (including any Personal Information provided by the Applicant) will be collected, stored, disclosed and used in accordance with the Privacy Policy found at <a href="https://www.rwwa.com.au/privacy-policy/">https://www.rwwa.com.au/privacy-policy/</a>. The Applicant expressly agrees to the terms and conditions of the Privacy Policy of RWWA as published from time to time. This may include disclosing such Personal Information to a Related Body Corporate of RWWA and other third parties and regulatory bodies. The Applicant consents to RWWA collecting and using its Personal Information for promotional purposes and expressly agrees to the secondary disclosure of the Applicant's identity for any purpose related to the Fund, including but not limited to marketing or promotion of the Off The Track WA Community Fund and inclusion on any register of Fund recipients maintained by RWWA.

# 8. LIMITATION OF LIABILITY

**8.1** Except for any liability that cannot by Law be excluded, RWWA (including its officers, employees and agents) excludes all liability (including negligence) for any Loss arising in

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any way out of, or in relation to, the Fund, the conduct, promotion or marketing of the Off The Track WA Community Fund or this Agreement, including but not limited to:

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- any application that is rejected, late, lost, altered, damaged or misdirected (whether or not after their receipt by RWWA) due to any reason beyond the reasonable control of RWWA;
- the application assessment process;
- any variation in the Fund amount to that stated in the Application Form; and
- any tax liability incurred by the Applicant.

#### 9. GST

- **9.1** Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST.
- **9.2** To the extent that any supply made under or in connection with this Agreement is a taxable supply, the recipient must pay, in addition to the consideration to be provided under this Agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of that supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable provided that the supplier gives the recipient a tax invoice for the supply.
- **9.3** If a party is entitled under this Agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which any input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.

#### 10. GENERAL MATTERS

- **10.1** RWWA will not reimburse any expenses incurred by the Applicant in relation to its application for Funds.
- 10.2 All currency amounts quoted are in Australian dollars (\$AUD).
- **10.3** Nothing in this Agreement creates a joint venture, agency, partnership or common enterprise between RWWA and the Applicant.
- **10.4** A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

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- in writing, in English and signed by a person duly authorised by the sender; and
- hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Application Form, as varied by any Notice given by the recipient to the sender.
- **10.5** A Notice given in accordance with clause 10.4 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
  - if hand delivered, on delivery;

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- if sent by prepaid post, the sixth Business Day after the date of posting (or the tenth Business Day after the date of posting if posted to or from a place outside Australia); or
- if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- **10.6** These Terms, the Application Form and the <u>2025 OTTWA Community Fund Fact Sheet</u> contain the entire agreement between RWWA and the Applicant with respect to the subject matter and supersede all earlier conduct and communications by the parties with respect to its subject matter.
- **10.7** This Agreement may be executed in counterparts. All executed counterparts constitute one document.
- **10.8** A party may sign electronically a soft copy of this Agreement, and bind itself accordingly. This will satisfy any statutory or other requirements for this Agreement to be in writing and signed by that party. The parties intend that:

- any soft copy so signed will constitute an executed original counterpart, and any printout of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- where a party prints out this Agreement after all parties that are signing electronically have done so, the first print-out by that party after all signatories who are signing electronically will also be an executed original counterpart of this Agreement. Each signatory confirms that their signature appearing in the Agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.
- **10.9** Part or all of a provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining parts of the provision or provisions of this Agreement continue in force.
- **10.10** Any term by its nature is intended to survive termination of this agreement.
- **10.11** This Agreement is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Western Australia.

DECLARATION *		
☐ I have read and	accept the Terms and	Conditions
		OTTWA Community Fund Fact Sheet
□ I declare that th	e information containe	d in this application, including any supporting
documentation, is c	orrect to the best of m	y knowledge.
Authorised Perso	n *	
First Name	Last Name	

# FY25 OTTWA Community Fund - Application Form Form Preview