



Government of **Western Australia**
Department of **Transport**



WA Bike Month 2023

Grant Agreement Contract

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1. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this WA Bike Month 2023 Grant Agreement Contract and the Agreement made by this Deed.

Auditor General means the Auditor General for the State of Western Australia.

WA Bike Month 2023 Grant means a grant by WestCycle under its grant program described in clause 7.1.

Confidential Information includes, but is not limited to, any information relating to business affairs and processes of the Parties, obtained by virtue of this Agreement, which would not otherwise be available to the general public and all information marked as confidential as well as information which, by its nature, is confidential, is known to be confidential or which the Party receiving the information from the other Party ought to have known was confidential and includes all such information that may be in the possession of the Party's employees, agents and contractors.

Department of Transport means the State Government Department of that name of Level 9, 140 William Street Perth.

Event: the event name, location and date and brief description of the event as outlined in the table in clause 5.

Grant means a WA Bike Month 2023 Grant paid by the Grantor to organisations or groups (Grantee) under this Agreement.

Grantee means the Grant Recipient who is the organisation or group awarded the Grant payment as specified in clause 4.

Grantor means WestCycle Incorporated with ABN 36 563 134 343.

Grant Acquittal Form means the form that the Grantee is obliged to submit under clauses 8 and 11 and for which an indicative form is set out in Schedule 1.

Local Event means a funding grant of up to \$2,000 to the Grantee to hold a bike riding event that is open to the public with an anticipated attendance of between 50 and 100 people.

Major Event means a funding grant of up to \$7,000 to the Grantee to hold a large-scale flagship bike riding event that is open to the public with an anticipated attendance of between 100 and 500 people.

Nominated Officer means the officer nominated to receive notices and other correspondence under clause 22.

Party means the Grantor or the Grantee as the context requires, and **Parties** means both of them.

2. Grant Agreement

As part of WA Bike Month, the Event will encourage more Western Australians to ride a bike for transport, fun and a healthier lifestyle.

Please complete and return this Grant Agreement to the Grantor at info@westcycle.org.au. Clearly legible scanned copies are acceptable.

This Grant Agreement is between “the Grantor” and “the Grantee” as detailed below.

3. Grant details

Grant category	
Grant amount (Ex. GST)	
Grant reference number¹	

4. Grantee

Name of entity	
Name of contact person	
Position title	
Postal address	
Phone	
Email	
ABN	
Registered for GST (Y/N)	

5. Event details (“Event”)

Event name	
Event location(s)	
Event date(s)	
Brief Event description	

¹ NB: Number provided by WestCycle

6. Terms and Conditions

By accepting this grant offer, the Grantee agrees to the following Terms and Conditions:

7. Purpose

- 7.1 WA Bike Month is a grants program aimed at promoting and encouraging people of all ages and abilities to ride bikes for transport, fun and a healthier lifestyle.
- 7.2 The purpose of this Agreement is to set out the terms and conditions under which the Grantor has agreed to provide the Grant to the Grantee.
- 7.3 The Grantee will use the Grant funds solely in accordance with the approved purpose as set out above and in compliance with the terms and conditions set out below.
- 7.4 The Department of Transport has made funds available for the provision of Grants.
- 7.4 The Grants are administered by the Grantor. The agreement between the Department of Transport and the Grantor are contained in a separate agreement.
- 7.4 The Grantor is responsible for administering the WA Bike Month program to the Grantee.

8. Grant Payment

- 8.1. Under the *Financial Management Act*, the Department of Transport requires evidence that the funds provided were expended in accordance with this Grant Agreement.
- 8.2. To allow the timely payment of grant funds after the WA Bike Month Event, the Grantee must send both:
 - (i) a tax invoice for the total funds spent up to the full grant amount; and
 - (ii) the completed Grant Acquittal Form, by email to the Grantor at info@westcycle.org.au within 14 days of the Event (or the final event, in the case of multiple Events).

The completed Grant Acquittal Form will then be forwarded by the Grantor to the Department of Transport.

- 8.3. A template invoice will be made available via the WA Bike Month webpage.
- 8.4. An indicative form of the Grant Acquittal Form is set out in Schedule 1.
- 8.5. Clause 11 sets out further detailed requirements for the Grant Acquittal Form.
- 8.6. Invoices must be made out to:

WestCycle

105 Cambridge Street

West Leederville WA 6007

- 8.7. Invoices will be settled once all grant terms and conditions have been satisfied and the Grantor has received a completed Grant Acquittal Form (see Schedule 1 for an indicative form).

9. Term of Agreement

The term of this Agreement is from the date it is executed to its termination or when all obligations under it have been carried out, whichever is later.

10. Variations

This Agreement may only be varied in writing duly executed by the Parties.

11. Grant Acquittal

- 11.1. The Grant Acquittal Form will require the Grantee to submit information about its Event including:
- (i) an overview of the Event and its outcomes;
 - (ii) financial records including copies of invoices and payment receipts detailing how the WA Bike Month Grant was used;
 - (iii) date stamped copies of photographs taken during the Event;
 - (iv) date stamped copies of promotional materials used for the Event (e.g., posters, flyers, website posts) before, during and after the Event;
 - (v) details of media coverage; and
 - (vi) details of any grants from third parties, including the names and contact details of all third parties providing grants, as well as the amounts and obligations required of the Grantee in relation to those third-party grants.
- 11.2. Any materials provided may be used by the Department of Transport and/or the Grantor for future promotion of WA Bike Month or cycling in Western Australia. It is the responsibility of the Grantee to ensure that photography and/or videography permission has been sought from attendees.
- 11.3 The Grantee must retain **all receipts for audit purposes**, and it is a **condition of this grant that the Grantee is to provide receipts to both the Grantor and the Department of Transport upon request.**

12. Acknowledgements and Logos

- 12.1. The WA Bike Month co-badged logo must only be used in promotions in accordance with clauses 13.1 and 13.2.
- 12.2. The Grantor and/or the Department of Transport may review, or audit promotional material and activities associated with the Event, including specific uses of logos.

13. Promotion

All Grantees must only use the promotional material that will be made available via the downloadable content section of the WA Bike Month webpage. It is anticipated that a range of templates will be available including pre-approved and 'open' templates, the latter of which will allow recipients to include their own design.

- 13.1. If using an 'open' template, the Grantee must submit the resulting material to WestCycle via info@westcycle.org.au who will review the design at least two weeks prior to the Event date.
- 13.2. It is recommended that the Grantee allocate at least 10 per cent of its overall budget to promoting their Event. This can include, but is not limited to:
- 13.2.1. paid social media and online advertising; and
 - 13.2.2. printing and distribution of posters and flyers.

- 13.3. It is recommended that the Grantee create a Facebook Event page and invite the Grantor to co-host this page.
- 13.4. Where appropriate, the Grantor and/or the Department of Transport may also promote the Event through their respective newsletters and social media platforms.
- 13.5. The Department of Transport and/or the Grantor may utilise other promotional opportunities available for the Event, such as contacting local media.
- 13.6. It is the responsibility of the Grantee to ensure that photography and/or videography permission has been sought from attendees prior to use in promotion and acquittal documentation.

14. Grantee's Obligations

- 14.1. If the cost of the Event exceeds the Grant, the Grantee is to pay all excess costs.
- 14.2. The Grantee is to carry out the Event in accordance with all relevant laws and standards, including Australian Standards.
- 14.3. The Grantee must liaise with the relevant authorities about the installation of any infrastructure required and obtain any relevant approvals.

The Grantee is to:

- (i) Keep and maintain proper, accurate, complete and up-to-date records relating to the Event of all work undertaken and monies expended.
- (ii) Ensure its records enable all income and expenditure related to the Event be identified in its accounts.
- (iii) Keep and maintain accurate, complete and up-to-date records of communications and events that affect, relate to or impact on the management or delivery of the Event for a period of at least two years from the date of Grant Acquittal.
- (iv) Ensure that all records that relate to the Event are available for inspection upon the Grantor's request.

15. Termination

- 15.1 The Grantor may terminate this Agreement at any time at the Grantor's absolute discretion and the Grantor will cease to have any obligation to the Grantee.
- 15.2. If the Grantee breaches any of the conditions, the Grantor may:
 - (i) Suspend performance of the Grantor's obligations until such time as the Grantor is satisfied in its absolute discretion that the Grantee has remedied the breach; or
 - (ii) Terminate this Agreement by providing notice and then this Agreement is terminated from the date specified in that notice.
- 15.3 If the Grantor terminates this Agreement, the Grantor will have no further obligation to pay the Grantee the Grant or any part of the Grant which has not yet been paid to the Grantee.
- 15.4 If:
 - (i) the Grantee has spent any part of the Grant funding other than in accordance with this Agreement or the purposes for which it was granted; or
 - (ii) the Grantee has misled the Grantor in any manner whatsoever including but not limited to, the use of Grant or inaccurate statements made on the grant application, the Grant Agreement, or any other forms or records

then the Grantee must immediately repay to the Grantor all Grant funds and this amount can be recovered as a debt from the Grantee to the Grantor.

16. Risk Management

- 16.1. The Grantee must have regard to the Risk Assessment Guide and Form (see Schedule 2 for an indicative guide and form) which will assist the Grantee to consider a range of scenarios they will need to plan and insure for prior to their Event.
- 16.2. Grantees are required to complete a full risk assessment in relation to the Event and submit it with this Grant Agreement.
- 16.3. By signing this Grant Agreement, the Grantee warrants that they have and will maintain sufficient and proportionate insurance coverage including:
 - i. public liability insurance;
 - ii. motor vehicle insurance for any vehicles it uses in the Event; and
 - iii. any other forms of insurance that are necessary to address the risks specific to the Eventfrom a reputable and solvent insurer approved by the Grantor.
- 16.4. The Grantee further warrants that all premiums in respect of those insurance policies and renewals of the policy are current at the time of signing this Agreement and at the Event.
- 16.5. The minimum Public Liability Insurance that the Grantee shall hold is \$20,000,000 (20 million dollars).
- 16.6. The Grantee will provide copies of all policies, certificates of currency and receipts for premiums in connection with all insurance cover referred to above with the Grant application.
- 16.7. If an incident occurs during the Event, an incident report must be completed and provided to the Grantor along with all other relevant documentation.

17. Indemnity and Liability

- 17.1. Neither the Department of Transport nor the Grantor takes responsibility for safety of the Event, nor any person attending or involved with the event.
- 17.2. Neither the Grantor nor the Department of Transport accept any liability for personal injury and/or damage to property during the Event.
- 17.3. Neither the Department of Transport nor the Grantor accept liability for damage or disruption incurred for works carried out by third party contractors.
- 17.4. The Grantee hereby indemnifies the Grantor and the Department of Transport, any department, agency, instrumentality or emanation of the State (and any Minister, officer, or employee of any of them) from all:
 - (i) actions;
 - (ii) claims;
 - (iii) costs;
 - (iv) proceedings;
 - (v) suits;
 - (vi) demands

whatsoever, which may at any time be brought, maintained or made against them or any of them in respect of any:

- (i) loss whatsoever;
- (ii) injury or damage of, or to, any kind of property or thing;
- (iii) act or omission or breach of the law;
- (iv) death of, or injury or illness sustained by, any person;

arising out of, or relating to, whether directly or indirectly, this Agreement, the Grant, the Event or any act, neglect, omission or default by the Grantee, Grantor or Department of Transport or anyone employed or engaged by the Grantee, Grantor or Department of Transport.

18. Confidentiality

The Parties are to treat as confidential any Confidential Information or other information that comes into their possession in relation to each other as a result of this Agreement and will not disclose this information to any person other than those of its employees, officers, agents and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:

- (i) Which they were employed or engaged to discharge; or
- (ii) Which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement unless:
 - (i) Required to do so under or pursuant to a provision of a statute, law, regulation, local law, or ordinance in operation in Australia from time to time; or
 - (ii) Required to do so by virtue of an order or direction given to it by or on the part of the Parliament of the State or by Court or Tribunal of the relevant jurisdiction.

19. Freedom of Information

The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the Freedom of Information Act 1992 and that the Grantor and/or the Department of Transport may publicly disclose information in relation to this Agreement, including its terms and the details of the Grantee.

20. Government Audit

- 20.1. The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* (FAA) are not limited or affected by this Agreement. In addition, the Minister's requirements to report to parliament under the FAA are not fettered by this Agreement.
- 20.2. The Grantee is to allow the Department of Transport, Auditor General or an authorised representative of either of these, to have access to and examine the Grantee's records and information concerning this Agreement.

21. Entire Agreement

This Agreement is the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements, agreements, whether oral or written, between the Parties with respect to the subject matter.

22. Nominated Officers

22.1 Each Party is to have a Nominated Officer as set out below to receive notices and other communications and is to immediately inform the other Party of any changes to the Nominated Officer or to their contact details.

22.2 Each Party is to send any written notice or other written communication to the other Party's Nominated Officer which must be hand delivered, sent by prepaid post or by email to the Nominated Officer.

Table with 4 columns: Nominated Officer Grantee (Name, Title, Contact Number, Contact Email, Address) and Nominated Officer Grantor (Name, Title, Contact Number, Contact Email, Address).

SIGNED AS A DEED BY THE PARTIES:

Signature of Grantor:

Signed for and on behalf of WestCycle

print name

Dated: day of

In the presence of

Date

Name and Position Title

Signature

Signature of Grantee:

[Signature of Principal of the Grantee]

print name and title

Dated: day of

In the presence of

Date

Name and Position Title

Signature

Schedule 1 – Grant Acquittal Form

(indicative only) (see clauses 8 and 11)

Name of organisation/group	
Name of contact person	
ABN	
Registered for GST (Y/N)	
Position title	
Email	

It is preferred that this form is typed, not handwritten.

Part 1: Event Evaluation Report

Please provide a brief overview of your Event

Please submit at least three high-quality photos of your event when you submit this form

How many people attended your Event?

Please provide an estimate of the bike riding skill level as a percentage of attendees

Bike Riding Skill Level

New riders – first timers	%	Novice - beginners	%
Intermediate – rides occasionally	%	Expert – rides often	%

Describe how your Event met the WA Bike Month objectives

- Promote and encourage bike riding for transport, fun and a healthier lifestyle.
- Increase awareness and use of new and existing bike infrastructure, bike routes (i.e., the cycle network), and local facilities that you can get to by bike.
- Encourage new, novice and rusty riders of all ages and abilities to go for a bike ride.

Help us promote WA Bike Month in 2023 by providing a brief quote that describes how your Event has encouraged people to ride a bike more often

Describe how you promoted your Event (e.g., paid advertising, social media, posters, flyers) and outline any media coverage your Event received (e.g., unpaid newspaper, radio, TV coverage)

Please submit a copy or screenshot of promotion and/or media coverage when you submit this form.

If you ran the same WA Bike Month Event next year, what would you change to improve your Event?

Is there any feedback regarding the WA Bike Month program that you would like to provide?

Part 2: Financial Information

WA Bike Month Grant Expenditure

Please list the items that the WA Bike Month Grant was spent on, including the GST amounts for each

Supplier name	Description	Cost (excluding GST)	GST amount	Cost (including GST)
Insert additional rows if required	TOTAL EXPENDITURE	\$		

Note 1: Please retain all receipts as some Events will be audited.

Note 2: For those Grantee's registered for GST, the final Grant amount is calculated as the Cost (excluding GST) from the above table plus a full 10 per cent GST on this amount, capped at the pre-approved Grant amount.

Note 3: For those Grantee's not registered for GST, the final Grant amount is calculated as the Cost (including GST) from the above table with no GST component on the Grant, capped at the pre-approved Grant amount.

Declaration

I declare that \$_____ of the \$_____ WA Bike Month Grant provided by the Department of Transport was spent in accordance with the purpose and conditions for which it was granted and that the financial statements are a true and fair record of the transactions for this project.

Signed for and on behalf of the Event Organiser

Name:	Signature:
Position:	Date:

Schedule 2 – WA Bike Month 2023 Risk Assessment Guide and Form

(indicative only)

This Risk Assessment Guide is to help you consider a range of scenarios you may need to plan for prior to your WA Bike Month event. This is not an exhaustive list of issues, and all events will differ from each other. Please ensure that you are prepared to respond to unusual or unexpected situations that may arise.

The form attached to this guide must be submitted as part of your Grant Agreement Contract.

1. If you are using **volunteers**, you must ensure they are briefed to respond to situations such as lost children, health problems such heart failure, food poisoning, exhaustion or dehydration.
2. Brief all volunteers on how/when to **call an ambulance** or other help, if necessary.
3. **Volunteers must be clearly identifiable** with light, bright or reflective uniform clothing.
4. **The route** (if relevant) needs to be checked prior to the event to ensure it is safe, debris free and adequately signposted.
5. Provide and encourage the use of adequate **sun protection** by participants and volunteers.
6. If this event is being held on a **public road or Shared Path**, you must contact Main Roads WA or your local authority to ensure your event complies with the **Traffic Management for Events – Code of Practice**.
7. Check that **no other event** is planned for the same date and location as your event.
8. **Provide adequate signage** (e.g., route, toilet, first aid) and **bike parking** for participants and other event attendees.
9. Carefully consider the **start/finish location** and the possible need for catering facilities, toilets, lighting, stewarding and security, etc.
10. Consider the need to establish a **medical response unit** in attendance or First Aid Post/s. Having a mobile first aid facility is desirable. Ensure participants and volunteers know how to gain access to these facilities.
11. Check the forecast for hot weather and ensure adequate **water** is provided for participants and staff/volunteers to suit the conditions.
12. Ensure **transport is** available for those who may be unable to complete the event, including transport for the participants' equipment.
13. Ensure provisions are made for the **disposal of rubbish during and after the event**.
14. Consideration should be given to allowing access for all so that **people of all ages and abilities** can enjoy the event.
15. Consider whether **public liability insurance** is necessary for the event.
16. Ensure adequate rest stops/facilities are allowed for along the route and within the timing of the event. Remember, children and seniors may require regular rest periods.
17. In case of **event cancellation**, a process to inform participants will need to be devised.

Risk Assessment Plan Guidelines

Take a moment to read this information to find out how you can manage the risks of your project/event.

What is risk?

Risk is the chance of something happening that will impact negatively upon the project/event.

Why do we need to manage risk?

Managing risks helps to protect the safety of people and property during your project/event and to eliminate or minimise injury.

When do we need to manage risk?

It is important that risks are managed at all times.

How do you assess the risk?

When completing the Risk Assessment Plan, you need to assess the risk. For each hazard, identify the likelihood and severity of the hazard to determine the risk.

Likelihood x Severity = RISK (see guide below).

Likelihood	Severity
1 = Highly unlikely to ever occur	1 = Slight inconvenience
2 = Reasonably unlikely to occur	2 = Minor injury requiring first aid
3 = May occur rarely	3 = Medical attention required
4 = May occur from time to time	4 = Major injury leading to hospitalisation

Rating	Risk	Action
1 – 5	LOW RISK	Risks controlled
6 – 12	MEDIUM RISK	Further precautions required
15 – 25	HIGH RISK	Stop activities, immediate action required

Once you have calculated the risk rating, this will assist you to determine the action required (see Form below) to reduce the risk.

WA Bike Month Risk Assessment Form

(indicative only)

Event name:		Date of event:	
Location:		Organisation:	
Date of assessment:		Assessment conducted by (name):	

Identify the hazard	Effect of hazard	Persons at risk	Existing control measures	Severity	Likelihood	Risk rating	Action to be taken by
(e.g. fire, public behaviour etc.)	(e.g., illness, injury, death)	(e.g. staff, volunteers, public)	(e.g., written procedures, training, signage)	Choose the rating	Choose the rating	Risk calculated	Name of the responsible officer