



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



WA Bike Month 2024

Grant Agreement

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1. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this WA Bike Month 2024 Grant Agreement.

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

WA Bike Month 2024 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 2024 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 SmartyGrants online form that the Grantee is required to submit under clauses 8 and 12.

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 23.

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

RAC is a WA Bike Month partner that has contributed \$25,000 to the total grant funding available in 2024.

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 to the Grantor who is responsible for the administration and provision of the Grant and the WA Bike Month program to the Grantee.

8. Grant Payment

- 8.1. 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.

- 8.2. A template invoice will be made available via the WA Bike Month webpage.
- 8.3. Clause 12 sets out further detailed requirements for the Grant Acquittal Form.
- 8.4. Invoices must be made out to:

WestCycle

105 Cambridge Street

West Leederville WA 6007

- 8.5. Invoices will be settled once all Grant terms and conditions have been satisfied and the Grantor has received a completed online acquittal form from the Grantee.
- 8.6. For those Grantees **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.
- 8.7. For those Grantees **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.

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, which includes variations to Event details or format, in writing duly executed by the Parties.

11. Service Providers

The Grantor is responsible for the assessment and administration of WA Bike Month Grants only. Grantees acknowledge that the Grantor and any entity acting on behalf of the Department of Transport cannot be employed, provide support, advice or contribute as a third-party provider for Grantee Events, as this poses a conflict of interest risk.

12. Grant Acquittal

12.1. The SmartyGrants grant management system will be used to submit online Grant Acquittal Forms. This 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;
- (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; and
- (vii) Grantee feedback about program successes and suggestions for improvement.

12.2 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 in accordance with clause 14.6.

12.3 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**.

13. Acknowledgements and Use of Logos

13.1. The WA Bike Month co-badged logo, which includes the DoT, RAC and WestCycle logos, must only be used in promotions in accordance with clauses 14.1 and 14.2.

13.2. 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.

13.3. DoT, RAC, WestCycle and WA Bike Month must be acknowledged during any speeches or presentations at funded Events.

14. 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 editable templates, the latter of which will allow recipients to include their own design.

- 14.1. If using an editable template, the Grantee must submit the resulting material to the Grantor via info@westcycle.org.au who will review the design at least two weeks prior to the Event date.
- 14.2. It is recommended that the Major and Local Grantee allocate at least 10 per cent of its overall budget to promoting their Event. This can include, but is not limited to:
 - 14.2.1. paid social media and online advertising; and
 - 14.2.2. printing and distribution of posters and flyers.
- 14.3. It is recommended that the Grantee create a Facebook Event page and invite the Grantor to co-host this page.
- 14.4. Where appropriate, the Grantor and/or the Department of Transport may also promote the Event through their respective newsletters and social media platforms.
- 14.5. The Department of Transport and/or the Grantor may utilise other promotional opportunities available for the Event, such as contacting local media.
- 14.6. 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.

15. Grantee's Obligations

- 15.1 If the cost of the Event exceeds the Grant, the Grantee is to pay all excess costs including GST.
- 15.2 The Grantee is to carry out the Event in accordance with all relevant laws and standards, including Australian Standards.
- 15.3 The Grantee must liaise with the relevant authorities about the installation of any infrastructure required and obtain any relevant approvals.
- 15.4 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.

16. Termination

- 16.1 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.
- 16.2. 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.
- 16.3 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.
- 16.4 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.

17. Risk Management

- 17.1. The Grantee must have regard to the Risk Assessment Guide and Form (see Schedule 1 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.
- 17.2. Grantees are required to complete a full risk assessment in relation to the Event and submit it with this Grant Agreement.
- 17.3. 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 Event
- from a reputable and solvent insurer approved by the Grantor.
- 17.4. 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.
- 17.5. The minimum Public Liability Insurance that the Grantee shall hold is \$5,000,000 (5 million dollars).
- 17.6. 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.
- 17.7. If an incident occurs during the Event, an incident report must be completed and provided to the Grantor along with all other relevant documentation.

18. Indemnity and Liability

- 18.1. Neither the Department of Transport nor the Grantor takes responsibility for safety of the Event, nor any person attending or involved with the Event.

- 18.2. Neither the Grantor nor the Department of Transport accept any liability for personal injury and/or damage to property during the Event.
- 18.3. Neither the Department of Transport nor the Grantor accept liability for damage or disruption incurred for works carried out by third party contractors.
- 18.4. 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.

19. 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.

20. 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.

21. Government Audit

- 21.1 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.
- 21.2 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.

22. 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.

23. Nominated Officers

- 23.1 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.
- 23.2 Each Party is to send any written notice or other written communication (digital or hardcopy) to the other Party's Nominated Officer which must be either hand delivered, sent by prepaid post or by email to the Nominated Officer.

Nominated Officer Grantee		Nominated Officer Grantor	
Name		Name	
Title		Title	
Contact number		Contact number	
Contact email		Contact email	
Address		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 – WA Bike Month 2024 Risk Assessment Guide and Form

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 as 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 with special needs/disabilities** 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 below, you need to assess the risk. For each hazard, use the legends to identify the consequence rating and likelihood of the risk occurring to determine the risk.

Definitions	
Inherent Risk	Anything that may or could happen that is considered detrimental to the event activities participants, organisers or spectators
Control	Controls are measures currently in place at the time of assessment to reduce the likelihood and/or consequence of the risk
Treatment Action Plan (TAP)	A plan formulated for the selected treatments to ensure they are fully and properly implemented
Residual Risk Level	A final rating of the Consequence x likelihood = Level of Risk after all controls have been put in place

Heat Map Consequence	Likelihood				
	Rare 1	Unlikely 2	Possible 3	Likely 4	Almost Certain 5
Catastrophic 5	Medium risk (5)	High risk (10)	Very High risk (15)	Very High risk (20)	Very High risk (25)
Major 4	Low risk (4)	Medium risk (8)	High risk (12)	Very High risk (16)	Very High risk (20)
Moderate 3	Low risk (3)	Medium risk (6)	Medium risk (9)	High risk (12)	Very High risk (15)
Minor 2	Low risk (2)	Low risk (4)	Medium risk (6)	Medium risk (8)	High risk (10)
Insignificant 1	Low risk (1)	Low risk (2)	Low risk (3)	Low risk (4)	Medium risk (5)

Consequence Rating		
Level	Descriptor	
5	Catastrophic	One or more fatalities or severe injuries - hospitalisation. Front page media. Likely financial and legal implications.
4	Major	Significant injuries requiring hospital treatment. Media attention. Possible financial and legal implications.
3	Moderate	Medical treatment injury. May appear in the Media. Possible adverse publicity. Minor Financial and Legal implications.
2	Minor	Minor injuries requiring First Aid treatment. Unlikely to appear in the media. Little or no adverse publicity.
1	Insignificant	Minor incident or injury. Little or no media attention. No adverse publicity.

Likelihood Rating		
Level	Descriptor	
5	Almost Certain	It is expected to occur during this event.
4	Likely	Will probably occur during this event (once per year).
3	Possible	Might occur (perhaps every 2 – 5 years).
2	Unlikely	Could occur (perhaps every 5-10 years).
1	Rare	No recorded event may occur at some time.

Risk Acceptance Criteria	
Low Risk (1-6)	Risk is generally acceptable for the event to proceed.
Medium Risk (7-9)	Risk is acceptable with adequate controls for event to proceed.
High Risk (10-25)	Risk may be acceptable with controls. Implement a treatment action plan to reduce risks.
Very High Risk (16-25)	Risk is not acceptable, attention required before continuing with event. Implement a treatment action plan to reduce risks.

WA Bike Month Risk Assessment Form

Event name:				Date of event:				
Location:				Organisation:				
Date of assessment:				Assessment conducted by (name):				
Inherent Risk (What can happen if no controls are in place)	Consequence	Likelihood	Inherent Risk Level (Level #)	Controls Implemented (List of measures to prevent a incident occurring)	Consequence (with controls)	Likelihood (with controls)	Residual Risk Level (Level #)	Treatment Action Plans (list of measures to reduce the degree of harm if accident occurs)
	Choose an item.	Choose an item.	Choose a level		Choose an item.	Choose an item.	Choose a level	
	Choose an item.	Choose an item.	Choose a level		Choose an item.	Choose an item.	Choose a level	
	Choose an item.	Choose an item.	Choose a level		Choose an item.	Choose an item.	Choose a level	
	Choose an item.	Choose an item.	Choose a level		Choose an item.	Choose an item.	Choose a level	

Inherent Risk (What can happen if no controls are in place)	Consequence	Likelihood	Inherent Risk Level (Level #)	Controls Implemented (List of measures to prevent a incident occurring)	Consequence (with controls)	Likelihood (with controls)	Residual Risk Level (Level #)	Treatment Action Plans (list of measures to reduce the degree of harm if accident occurs)
	Choose an item.	Choose an item.	Choose a level		Choose an item.	Choose an item.	Choose a level	
	Choose an item.	Choose an item.	Choose a level		Choose an item.	Choose an item.	Choose a level	