

Merrifield Community Partnerships Program
Terms and Conditions

To be read in conjunction with the Information Pack and Eligibility Criteria

Definitions

Acceptance of Conditions Form means the form attached hereto at Annexure 1.

Applicant means an individual, community organisation or group or an incorporated business who applies for funding through the Merrifield Community Partnerships Program in accordance with these terms and conditions.

Business Plan means a business plan in the form of the business plan template attached here to at Annexure 2.

Eligible Participant means a participant who satisfies the eligibility criteria set out in clause 5 of these terms and conditions and who successfully applies for an Eligible Item.

Funding means monetary support to Eligible Participant in accordance with these terms and conditions.

Loss and Damage means any direct, special, indirect or consequential loss, any loss of profits, any loss of revenue, any loss of use, any loss of contract, any loss of opportunity, any loss or reputation, any wasted overheads and/or any loss arising out of a claim by a third party.

Material means any media, photographs, videos or other like material produced in accordance with the MCPP.

Merrifield means masterplanned community in Mickleham owned and managed by Ascotown Pastoral Company P/L and MAB Corporation P/L.

Assessment Panel means the selected representatives from the Merrifield project team who have been given the responsibility of reviewing and assessing MCPP applications.

MCPP means the Merrifield Community Partnerships Program governed by these terms and conditions.

Terms & Conditions

1. Merrifield

In June 2018, Merrifield undertook a resident survey and facilitated community feedback session which identified the top areas of concerns and needs for Merrifield residents. Projects and initiatives are now sought to address the needs identified through this community consultation process.

2. Grants

- a. Merrifield will offer funding to an Applicant who is determined to be an Eligible Participant in accordance with these terms and conditions. Such support shall be in an amount determined by Merrifield in its sole and absolute discretion.
- b. A funding range has been established for various categories of Eligible Items and is set out in Schedule 1.

- c. As a condition of applying to MCPP, the Applicant accepts the terms and conditions contained herein.

3. Eligibility

An Eligible Participant must be:

- a. An individual that can provide evidence of the following:
 - (i) He or she is a local resident in Merrifield, or will be a future resident within the next 12 months;
 - (ii) He or she, if their proposed project or initiative involves children under the age of 18, has satisfied the requirements of a Working with Children check (WWCC);
 - (iii) They are not currently involved in any legal proceedings of whatsoever nature.

OR

- b. An incorporated or unincorporated community group or organisation that can provide evidence of the following:
 - (i) The group or organisation will be or is a not-for profit group or organisation;
 - (ii) Financial and personnel capacity to undertake the proposed project;
 - (iii) The group or organisation has representation of residents from Merrifield either as clients or members;
 - (iv) The group or organisation, if their proposed project or initiative involves children under the age of 18, has representatives that satisfy the requirements of a Working with Children check (WWCC);
 - (v) They are not currently involved in any legal proceedings of whatsoever nature.

OR

- c. A business that can provide evidence of the following:
 - (i) Financial and personnel capacity to undertake the proposed project;
 - (ii) The business, if their proposed project or initiative involves children under the age of 18, has representatives that satisfy the requirements of a Working with Children check (WWCC);
 - (iii) In the case of an application under the 'Opportunity' Category the business submits a Business Plan in accordance with the template Annexure 2;
 - (iv) They are not currently involved in any legal proceedings of whatsoever nature.

Merrifield reserves the right, in its sole and absolute discretion, to determine whether or not an Applicant satisfies the criteria set out in this clause 2. Merrifield is under no obligation to provide any feedback of whatsoever nature in respect of any decision it makes in this regard.

Only start-up or new businesses are eligible to apply under the 'Opportunity Category'. Existing or established businesses are eligible to apply under any of the other categories.

4. Ineligible Items

Applications will not be considered if the proposed project or initiative:

- a. is of a political nature;
- b. does not meet the needs of the community;
- c. does not directly benefit Merrifield residents;
- d. lead to unacceptable risk to Merrifield and its project partners;
- e. is considered by Merrifield, in its sole and absolute discretion, to not be appropriate, for any reason, stated or otherwise, for the community;
- f. the application is not submitted in accordance with the application process set out in clause 6 of these terms and conditions.

Merrifield reserves the right, in its sole and absolute discretion, to determine whether or not a proposed project or initiative is ineligible. Merrifield is under no obligation to provide any feedback of whatsoever nature in respect of any decision it makes in this regard.

5. Eligible Items

- a. Eligible Items must be projects or initiatives reflecting one of the categories set out in Schedule 1.
- b. To be an Eligible Item, the project or initiative must directly benefit the Merrifield community.
- c. The application must set out how funds applied for will be utilised, and can include costs related to the following:
 - (i) establishing a community group or business such as incorporation costs, including the cost of obtaining insurance (such insurance for risks and cover limits to the satisfaction of Merrifield);
 - (ii) materials and equipment;
 - (iii) marketing and promotion (including, but not limited to, social media costs and/or website design);

- (iv) small capital works items (including, but not limited to, sheds, pergolas or other storage and shade structures);
- (v) staff and/or volunteer expenses.

Merrifield reserves the right, in its sole and absolute discretion, to determine whether or not a proposed project of initiative is eligible. Merrifield is under no obligation to provide any feedback of whatsoever nature in respect of any decision it makes in this regard.

6. Application Process

- a. The MCPP opens on the 1st September 2018 and closes at 5pm on the 28 September 2018.
- b. All applications are to be made via the Merrifield website www.merrifieldmelbourne.com.au/mcpp.
- c. All applications must be accompanied by an executed Acceptance of Conditions Form attached hereto at Annexure 1.
- d. Up to three applications per applicant are allowed pending each one is for a different initiative and under a different category.
- e. Applications not completed and submitted in accordance with these terms and conditions, and any incomplete or indecipherable Applications, will be deemed invalid.
- f. Merrifield can at its discretion move an application to a category other than the one applied for to determine best fit. Applicants will be advised either by email or phone of this change.
- g. Applicants will be advised whether or not their application has been successful on or before 31st October 2018.

7. Applicant Acknowledgements

- a. Merrifield assumes no responsibility or liability for any incorrect or inaccurate information, either caused by an Applicant or Merrifield.
- b. Merrifield shall have no liability to the Applicant should the MCPP be withdrawn or otherwise discontinued for any reason.
- c. Merrifield will not be liable for any Loss or Damage of whatsoever nature suffered, or for personal injury or death suffered or sustained, in connection with this MCPP, except for any liability which cannot be excluded by law.
- d. There is no guarantee of funding. Merrifield expects more applications than funds will allow.

- e. The funding allocations will be determined by the Assessment Panel and will be considered final.
- f. The time of an Application will in each case be the time the Application is received by Merrifield's server.
- g. Merrifield has an unrestricted, irrevocable, transferable, divisible right and licence to use Applications for the purpose of Merrifield's business without the payment of any fee or compensation. An Applicant agrees to sign any further documentation required by Merrifield to give effect to the provisions of this clause. Applicants hereby unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their Application.
- h. Merrifield, its employees, representatives and agents will not be liable for any lost, late or misdirected Application for any reason.
- i. Merrifield reserves the right, at any time, to verify the validity of an Applicant and/or an Application and to disqualify any Applicant. Failure by Merrifield to enforce any of its rights at any stage does not constitute a waiver of those rights.
- j. A Successful Applicant must ensure that the funding is expended only as detailed in its Application or as directed by Merrifield.
- k. A Successful Applicant must not use the funding or any part of the funding as a contribution to any fund-raising initiative or for any purpose other than that described in the Application.
- l. Applicants registered for GST must represent this accordingly in the proposed project budget and must provide details of the registered ABN.
- m. A Successful Applicant must comply with all directions from Merrifield as a condition of receiving funding through M CCP.
- n. A Successful must provide all Material to Merrifield and:
 - (i) gives its irrevocable consent for the Material to be collected, stored, reproduced, used, disclosed and published by Merrifield;
 - (ii) agrees to assign to Merrifield all rights, title and interest in the Material;
 - (iii) releases and discharges Merrifield from any and all claims and demands arising out of or in connection with the Material, including without limitation any and all claims for breach of privacy and intellectual property rights;
 - (iv) and will ensure it, its employees, representatives and agents complete and return a signed release form relating to the Material.

Schedule 1

Funding Categories

Culture

Picture a truly living city where people work, learn and play and make their streets and public spaces a place where everyone wants to be.

This category is open to projects and initiatives that will add to the culture and sense of place that is Merrifield, and could include such activities as music, arts, festival and events.

Funding range \$500 - \$10,000

Opportunity

From the office spaces of the City Centre to the innovation hub that is Merrifield Business Park, the opportunity to accomplish great things is yours to pursue.

This category is open to new and start-up businesses ventures that will be located in Merrifield. All other existing businesses are to apply through one of the other most appropriate categories.

A maximum of two applicants will be supported from this category annually.

Funding range \$5,000 - \$20,000*

*In addition to the application form, a full business plan including financials is required (refer to Annexure 2). Businesses that are not 'new' or 'start-up' businesses are not eligible for this category

Health

Merrifield's vision of the integrated life encompasses not just urban conveniences, but the active promotion of health and wellbeing.

With a number of indoor sports facilities, as well as ovals, fields, playgrounds, tennis courts, an aquatic centre, scattered fitness stations, picnic areas and an array of wetlands, Merrifield will foster many opportunities for positive mental and physical health.

This category is open to projects and initiatives that will add to the health and wellbeing of the Merrifield Community and could include such activities as walking groups, sporting activities, fitness programs, community gardening and other related activities.

Funding range \$500 - \$10,000

Connected

Merrifield's location places it in easy reach, not just to Melbourne, but also to a range of vibrant services and infrastructure that help grow and sustain our community.

With transport, retail and community amenities all within easy reach, Merrifield will be a vibrant 24hr City enabling people to live a fully integrated life.

This category is open to projects and initiatives that will provide a range of community services and programs that meet community needs ie. education and learning, community support programs and initiatives, and community outreach activities.

Funding range from \$500 - \$10,000

Smart

Merrifield is more than just a development. It's a smarter model for the wider region offering a holistic picture of all the elements needed for a vibrant and completely integrated community including lifelong learning, innovation and sustainability.

This category is open to projects and initiatives that seek to add to contribute to Merrifield as a 'Smart City'. These could include activities such as learning/training programs, environmental groups and initiatives, waste management and recycling initiatives, and/or any innovative idea or project that can provide value to the Merrifield masterplan.

Funding range from \$500 - \$10,000

Annexure 1
Acceptance of Conditions Form

I accept and agree to the Terms and Conditions for the Merrifield Community Partnerships Program (MCP).

Name:

Organisation/ Business Name (if relevant):

Position Title (if relevant):

Project Title:

Signature:

Date: / /2018

Please note:

This form must be signed and physically received at 5/441 St Kilda Rd Melbourne VIC 3004 (PO Box 7657 St Kilda Road, Melbourne VIC 8004) as part of the application process.

**Annexure 2
Merrifield Community Partnerships Program
Business Plan Checklist**

BUSINESS PLAN CHECKLIST

A business plan is required for new / start-up businesses that apply under the 'Opportunity' category.
Not applicable for other categories.

Project Name

<p>Vision</p> <ul style="list-style-type: none"> <input type="radio"/> Vision statement <input type="radio"/> Where do you want to be in the next 2 - 5 years <p>Marketing and Sales Strategy</p> <ul style="list-style-type: none"> <input type="radio"/> Competitor analysis <input type="radio"/> Pricing and promotions <p>Staffing Strategy</p> <ul style="list-style-type: none"> <input type="radio"/> Staffing requirements / Staff structure <input type="radio"/> Qualifications / Skills and expertise of key staff <p>Budget</p> <ul style="list-style-type: none"> <input type="radio"/> Income and expenditure forecasts <input type="radio"/> Details of how the grant will be expended 	<p>Operations Strategy</p> <ul style="list-style-type: none"> <input type="radio"/> Sales channels <input type="radio"/> Customer relationship management <input type="radio"/> Policies and procedures <input type="radio"/> Social / Environmental outcomes <p>Insurance, Risk and Legal</p> <ul style="list-style-type: none"> <input type="radio"/> Insurance details <input type="radio"/> Risk analysis and mitigation <p>SWOT Analysis - Growth</p> <ul style="list-style-type: none"> <input type="radio"/> Strategy for growth and ongoing sustainability <input type="radio"/> Review mechanisms <p>Other</p> <ul style="list-style-type: none"> <input type="radio"/> Sample program, sample marketing collateral etc.
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