Merrifield Community **Partnerships Program**

Terms and conditions

To be read in conjunction with the information pack and eligibility criteria

Merrifield Developed by MAB | GPC

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.

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 manage 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 May 2023, Merrifield undertook a resident survey 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) 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.

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.

(vi) social media costs including website designs

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. All applications must be submitted by the designated grants platform https://mcpp.grantplatform.com

b. All applications must be accompanied by an executed Acceptance of Conditions Form attached hereto at Annexure 1.

c. Applications not completed and submitted in accordance with these terms and conditions, and any incomplete or indecipherable Applications, will be deemed invalid.

d. 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.

e. Applicants will be advised whether or not their application has been successful within 8 weeks of the application being submitted.

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 MCPP.

n. A Successful applicant 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

1. Culture

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

This category is open to projects and initiatives that will add to the culture and sense of place that is Merrifield. Project examples: Local Music Program, Community Arts Project, Community Festival, Cultural Celebration.

Funding range $500 - $10,000

2. Health

Merrifield promotes the pursuit of positive mental and physical health, with an array of indoor and outdoor facilities, including ovals, fields, playgrounds, tennis courts and picnic areas to support wellbeing.

This category is open to projects and initiatives that continue to improve the health and wellbeing of the local Merrifield community. Project examples: Walking Groups, Activity Groups, Healthy Eating Programs, Community Garden.

Funding range $500 - $10,000

3. Connected

Merrifield's location places it within easy reach of services, programs and infrastructure that help grow and sustain our community.

This category is open to projects and initiatives that will provide a range of programs and services that encourage connection and meet community needs. Project examples: Playgroups/ Mums & Bubs Groups, Men's/ Women's Support Groups, Youth Activities, Seniors Groups.

Funding range from $500-$10,000

4. Smart

Merrifield is more than a development — it's a vibrant, smart, sustainable, and innovative community.

This category is open to projects and initiatives that build Merrifield's status as a 'Smart City'. Project examples: Computer & Technology Workshops, Community Sustainability Programs, Community Workshops, Training & Educational Programs.

Funding range from $500-$10,0000

Annexure 1

Acceptance of Conditions Form

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

Name:

Organisation/ Business Name (if relevant):

Position Title (if relevant):

Project Title:

Signature: Date: / /

Please note:

This form must be signed and included as an attachment to your application at

mcpp.grantplatform.com