

1. Acceptance

- 1.1. By submitting this application, you agree to be bound by these Terms.

2. General

- 2.1. You declare that the information you provided to IBA in support of your application (including any supporting documents) are to the best of your knowledge true and correct.
- 2.2. You agree to notify IBA as soon as reasonably possible if there are any changes to your circumstances that may affect your eligibility for the Grant.
- 2.3. You acknowledge that IBA may request further information from you, including for the purpose of verifying the information you have provided. You agree to cooperate and provide IBA with any reasonable information or documentation requested.
- 2.4. You agree to provide to IBA, upon request, evidence that you have complied with clause 3.1(a).
- 2.5. You acknowledge and agree that you should consider seeking independent legal, financial (including tax) or other advice to determine how the Grant relates to your particular circumstances.

3. Grant

- 3.1. You acknowledge and agree that:
- a. you must only use the Grant for the Approved Purpose; and
 - b. the amount of the Grant is at IBA's sole discretion.

4. Miscellaneous

- 4.1. These terms may be varied by agreement between the parties.
- 4.2. Except for any liability that cannot be excluded by law, and any liability arising from IBA's fraud or wilful misconduct, IBA's (including its officers, employees and agents) liability (including negligence) for any loss or damage (including loss of opportunity or personal injury) whether direct, indirect, special or

consequential, arising in any way out of the Grant is limited to:

- a. the resupply of the Grant; or
- b. the reasonable cost of having the Grant resupplied (at IBA's option).

- 4.3. These Terms shall be governed by the laws of Queensland and the Commonwealth of Australia and the parties agree to submit to the jurisdiction of that State and the Commonwealth respectively.
- 4.4. These Terms constitute the entire agreement between the parties and, to the extent permitted by law, supersede all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to its subject matter. This clause does not exclude the parties' rights in respect of representations that cannot be excluded by law.
- 4.5. You authorise IBA to collect, store, use and disclose your personal information in accordance with IBA's Privacy Policy and Credit Information Policy and authorise IBA, for the purpose of section 191 of the Aboriginal and Torres Strait Islander Act, to disclose information about you if disclosure is, in IBA's view, reasonably necessary in order for IBA to perform its functions or activities.
- 4.6. Clauses 2.3, 3.1, 4.2, 4.3, 4.4 and 4.5 survive expiry or termination of these Terms.

5. Definitions

Approved Area means an area listed on the *IBA natural disaster relief for our home loan customers* website, at <https://iba.gov.au/natural-disaster-relief-home/> as at the date of this Agreement

Approved Purpose means for the purpose of covering immediate or essential costs and expenses arising as a result of impacts to you caused by a natural disaster in an Approved Area.

IBA means Indigenous Business Australia.

Grant means the grant funding provided by IBA to you, up to a maximum of \$2000.

Terms means these terms and conditions.