

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 immediately notify IBA 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 satisfactory to IBA, acting reasonably, 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. IBA reserves the right to amend these Terms at any time, by direct notification to you or via its website (www.iba.gov.au), or terminate, modify, suspend or reduce the Grant at any time without prior notice to you.
- 4.2. Except for any liability that cannot be excluded by law, 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).

This exclusion shall extend to both you and to any other person who may suffer loss or damage as a result of the use of the Grant.

- 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 supersede all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to its subject matter.
- 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. You must indemnify IBA against all claims, losses, damages and expenses (including legal costs on a solicitor and own client basis) or liability suffered or incurred from any breach by you of these Terms.
- 4.7. Clauses 2.3, 3.1, 4.2, 4.3, 4.4, 4.5 and 4.6 survive expiry or termination of these Terms.

5. Definitions

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

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

Business means the business that you operate, and in respect of which you hold a finance facility with IBA.

IBA means Indigenous Business Australia.

Grant means the grant funding provided by IBA to you, up to a maximum of \$5,000.

Terms means these terms and conditions.