

Conditions of Program

2021 Business Development Program

This “Conditions of Program” document is between **City of Whittlesea** (**‘Council’**) and **[recipient name]** (**‘the Recipient’**) provided under Council’s Business Development Program 2020.

1. Introduction

Council is committed to working with the business community to provide a range of quality services and community enhancements, which meet demonstrated needs. The Business Development Program (BDP) achieves this by providing support to businesses to deliver outcomes that align with the Whittlesea 2040 Plan to build a strong local economy.

This document outlines the terms and conditions during the course of the program. By signing this document the recipient is agreeing to accept the following:

2. Conditions of Program

- 2.1 The annual allocation of the BDP by Council will be considered final.
- 2.2 Participation will only commence where this ‘Conditions of Program’ document is signed by Council and the recipient.
- 2.3 The recipient must engage with all the activities of the program exclusively as described in the application and not for any other purpose, without prior consultation and agreement by Council.
- 2.4 Council’s contribution is limited to the program activities determined with all other costs associated with the program being the responsibility of the program recipient.
- 2.5 Council reserves the right to withdraw participation if objectives or program conditions is not progressing satisfactorily. Full liability in this instance is borne by the recipient.
- 2.6 The recipient agrees that Council will not be held liable for any injury, loss or damage arising out of any activity or the failure to deliver any activity associated with this program.
- 2.7 The recipient is required to maintain any relevant permits, registrations or licences required to operate the business referred to in the program application and provide Council with written proof on request.
- 2.8 If the program or activity cannot take place or be utilised in their entirety, the recipient must forego any remaining participation in writing to the City of Whittlesea.
- 2.9 All programs must specify a commencement date, and all recipients must complete the prescribed Business Development Program final report for the program by Friday 25 June 2021.
- 2.10 Program recipients are required to comply with any reasonable requests for information from Council Officers as part of the audit process. This may include progress and final reports relating to the funded project or activity.
- 2.11 Signing of the ‘Conditions of Program’ constitutes acceptance of all conditions in line with this document, the City of Whittlesea BDP Applicant Guidelines, and for the purposes specified in the recipient’s application.

3. Special Conditions

Nil

4. Right to Audit

- 4.1. Council and its authorised representatives shall have the right to audit, to examine, and to make copies of or extracts from all related records, relating to this program.

Dispute Resolution Procedure

- 4.2. Proposals for the variation to the terms of this 'Conditions of Program' document must be put in writing. If both parties consent, such variations will be attached as an addendum to the 'Conditions of Program'.
- 4.3. If a proposed variation is not agreed to by both parties, the terms of the 'Conditions of Program' document apply.

5. Contact Details

If you have any questions, please contact the Economic Development Team Leader on 9217 2545 or email business@whittlesea.vic.gov.au

6. Authorised Signatories

SIGNED ON BEHALF OF THE RECIPIENT:			
Representative			
Authorised Person's Name			
	Title	First Name	Last Name
Position held			
	E.g. CEO, Manager, Director or Treasurer		
Signature			
Date of declaration			

COUNCIL USE ONLY

SIGNED ON BEHALF OF THE CITY OF WHITTLESEA:			
Authorised Person's Name	Ms	Sarah	Rowe
	Title	First Name	Last Name
Position held	Team Leader Economic Development		
Signature			
Date of declaration	4/01/2021		