



## **Grant deed**

**Grant program: Tasmanian Sex Worker Project**

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**The Crown in Right of Tasmania**  
(represented by the Department of Premier and Cabinet)  
(Grantor)

and

**Scarlet Alliance – Australian Sex Workers Association Inc**  
(Recipient)

DRAFT APPROVAL TEMPLATE  
Grant deed - draft deed (short form) template-2016-17  
Department of Premier and Cabinet

**REFERENCE AND CONTACT DETAILS**  
Department: Premier and Cabinet  
Contact officer: Fiona Banks  
Telephone: 1800 204 224  
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Doc Ref: Draft grant deed - Scarlet Alliance - Tasmanian Sex Worker Project 2016-17

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# Grant deed

## Details and recitals

**Date:** 21 July 2016

**Parties:**

<b>Name</b> <b>Short form name</b> <b>Notice details</b>	<b>The Crown in Right of Tasmania</b> (represented by the Department of Premier and Cabinet <b>Grantor</b> C/- Department of Premier and Cabinet GPO Box 123, Hobart TAS 7001 Email: csrgrants@dpac.tas.gov.au Attention: Secretary, Department of Premier and Cabinet
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<b>Name</b> <b>ACN/ARBN/ABN</b> <b>Short form name</b> <b>Notice details</b>	<b>Scarlet Alliance – Australian Sex Workers Association Inc</b> 86 612 112 065 <b>Recipient</b> PO Box 854, Newtown NSW 2024 Email: ceo@scarletalliance.org.au Attention: Jules Kim, CEO
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**Recitals:**

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

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# Information Table

<b>Item 1 (clause 1.1):</b>	<b>Approved Purpose for which the Grant is provided</b>
<p>To deliver the following elements of the Tasmanian Sex Worker Project:</p> <ul style="list-style-type: none"> <li>• Targeted outreach visits to the workplaces of sex workers (Hobart, Launceston and regional locations) to provide peer education and support, distribute accurate, up to date information and safer sex equipment, and provide appropriate referrals.</li> <li>• Support the skills and capacity of Tasmania's service providers (including Sexual Health Services, Police, Family Planning and Legal service providers) to respond to the self-identified health and welfare needs of sex workers.</li> <li>• Identify barriers to equitable access to health, legal and welfare services for sex workers.</li> <li>• Provide individual and systemic advocacy, promoting the capacity of individual sex workers for self-advocacy.</li> <li>• Raise the profile of issues for sex workers to ensure sex workers are included and receive adequate and appropriate representation in the strategic planning for Tasmania's Communities.</li> <li>• Develop a business case for sustained resourcing of the Tasmanian Sex Worker Project (peer-based services).</li> </ul>	

<b>Item 2 (clause 2.1):</b>	<b>Grant Amount</b>
<p>The amount of the grant is twenty thousand dollars (\$20 000) (excluding GST).</p>	

<b>Item 3 (clause 3.1):</b>	<b>Payment method for the Grant</b>
<p>The grant is to be paid to the Recipient within 15 days of the signing of this Deed by electronic funds transfer, on receipt of a correct tax invoice and the Recipient's bank account details.</p>	

<b>Item 4 (clause 3.2(a)):</b>	<b>Conditions precedent to payment of the Grant</b>
<p>Not applicable.</p>	

<b>Item 5 (clause 4.2):</b>	<b>Date for commencement of the Approved Purpose</b>
<p>Upon execution of this Deed.</p>	

<b>Item 6 (clause 4.3):</b>	<b>Date for completion of the Approved Purpose</b>
<p>30 October 2016.</p>	

<b>Item 7 (clause 7.2):</b>	<b>Reporting requirements</b>
<p>Until all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed or discharged, the Recipient must give the Grantor:</p> <p>(a) A Final Report – not later than 31 November 2016 a report including details of progress</p>	

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against the carrying out of the Approved Purposes and Key Performance Indicators (as per Annexure A) and an acquitted financial statement outlining how the grant was expended.

(b) Any other reporting as requested by the Grantor within 20 business days.

Each financial statement and report must be in a form and substance satisfactory to the Grantor.

**Item 6 (clause 10): Special terms and conditions**

The Recipient must undertake the Key Performance Indicators as specified in Annexure A.

The Recipient will use the grant funds in accordance with the Agreed Budget as specified in Annexure B.

As per section 5, the recipient must acknowledge the support of the Tasmanian Government, as per Annexure C.

Where appropriate, the Recipient must notify the Department of Premier and Cabinet through Communities, Sport and Recreation of any intended media or public opportunities in relation to the funded initiatives no less than two weeks prior to the event occurring.

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# Agreed terms and conditions

The parties agree as follows:

## 1 Definitions and Interpretation

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**Approved Purpose** means the purpose for which the Grant is provided as set out in Item 1.

**Authorised Officer** means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

**Business Day** means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000 (Tas)*) generally observed in Hobart.

**Crown** means the Crown in Right of Tasmania.

**this Deed** means this deed and includes all its annexures, appendices, attachments and schedules (if any).

**Default Event** means each of the events specified in clause 9.1.

**Details** means the details and recitals set out above.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**Grant** means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

**Grantor** means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

**GST** means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

**GST Laws** means applicable Laws relating to GST.

**Information Table** means the table titled 'Information Table' set out above.

**Item** means an item in the Information Table.

**Law** means:

- (a) principles of law or equity established by decisions of courts;

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- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**month** means calendar month.

**Recipient** means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

**Relevant Matter** means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

**Right** includes a right, a power, a remedy, a discretion or an authority.

## 1.2 Interpretation .

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
  - (1) any thing on which there is writing;



- (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
- (iii) an amendment or supplement to, or replacement or novation of, that document; or
- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

**1.3 Headings**

Headings are included for convenience only and do not affect the interpretation of this Deed.

**1.4 No rule of construction applies to disadvantage party**

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

**1.5 Information Table**

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

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## **2 Grant**

### **2.1 Agreement to provide Grant**

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

### **2.2 Acknowledgments**

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

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## **3 Payment of Grant to Recipient**

### **3.1 Method of Grant payment**

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

### **3.2 Conditions affecting Grant payment**

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (c) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 11.

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## **4 Application of Grant and related matters**

### **4.1 Application of Grant for Approved Purpose**

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.

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- (c) The Recipient must undertake the Approved Purpose exercising reasonable skill, care and attention.

#### **4.2 Commencement of Approved Purpose**

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 5 or such later date, if any, approved in writing by the Grantor.

#### **4.3 Completion of Approved Purpose**

The Recipient must complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor.

#### **4.4 Compliance with Law**

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

#### **4.5 Financial records**

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (c) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.

#### **4.6 Notice by Recipient of adverse matters**

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

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## **5 Publicity concerning Grant and Approved Purpose**

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

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## **6 Repayment of Grant by Recipient**

### **6.1 Repayment obligation**

The Recipient must repay to the Grantor on demand in writing by the Grantor:

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- (a) any part of the Grant that is not required by the Recipient to carry out the Approved Purpose;
- (b) any part of the Grant that is used by the Recipient for a purpose that is not an Approved Purpose; and
- (c) the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:
  - (i) the Recipient does not complete the Approved Purpose by the date shown in Item 6 or such later date, if any, approved in writing by the Grantor;
  - (ii) this Deed is terminated by the Grantor in accordance with clause 9; or
  - (iii) a Default Event occurs.

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## **7 Review, monitoring, audit, reports and related matters**

### **7.1 Review, monitoring or audit of Relevant Matters**

The Grantor may from time to time review, monitor or audit any Relevant Matter. The Recipient must in connection with any such review, monitoring or audit by the Grantor comply with any reasonable directions of the Grantor.

### **7.2 Reporting**

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such other reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).

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## **8 Representations and warranties**

### **8.1 Warranties**

The Recipient represents and warrants to the Grantor that all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way.

### **8.2 No reliance by the Recipient**

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

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## **9 Default Events and termination**

### **9.1 Default Events**

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.

- (b) **(Failure to remedy breach):** If:
  - (i) the Recipient breaches any of its obligations under this Deed;
  - (ii) the breach is capable of being remedied; and
  - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
  - (i) dies;
  - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwith)), or any action is taken which could result in that event; or
  - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
  - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwith));
  - (ii) the Recipient is dissolved, wound-up or its registration is cancelled;
  - (iii) any process or action is commenced or taken which could lead to an event mentioned in clause 9.1(e)(ii); or
  - (iv) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

**9.2 Termination - Default Events**

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 12.3 (or any later date specified in the notice).

**10 Special terms and conditions**

- (a) The special terms and conditions (if any) in Item 8 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 8 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 8 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.

- (d) To avoid doubt and without limiting the operation of clause 13.14, any Right contained in Item 8 is in addition to any other Rights provided for in this Deed or at Law.

**11 GST**

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 11(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 11 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 11 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

**12 Notices**

**12.1 Notice requirements**

- (a) A notice, certificate, consent, application, waiver or other communication (each a Notice) under this Deed must be:
  - (i) in legible writing in the English language;
  - (ii) subject to clauses 12.1(b) and 12.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
  - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
  - (iv) left or sent in accordance with clause 12.2.

- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

**12.2 Method and address for delivery**

- (a) Subject to clause 12.2(b), a Notice must be:
  - (i) left at the intended recipient's address set out in the Details;
  - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
  - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
  - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

**12.3 Time of receipt**

- (a) Subject to clause 12.3(b), a Notice is taken to have been received by the intended recipient:
  - (i) if left at the intended recipient's address, at the time of delivery;
  - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
  - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
  - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 12.3(a) and 12.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

**13 Miscellaneous**

**13.1 Governing law**

This Deed is governed by the Laws applying in Tasmania.

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### **13.2 Dispute jurisdiction**

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

### **13.3 Entire agreement clause**

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 13.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

### **13.4 Liability**

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

### **13.5 Benefit**

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

### **13.6 Severance**

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

### **13.7 Counterparts**

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

### **13.8 Further assurance**

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

### **13.9 No partnership or agency**

- (a) Nothing contained or implied in this Deed will:
  - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;



- (ii) create, or be taken to create, a partnership or joint venture; or
- (iii) create, or be taken to create, an agency or trust.

(b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

**13.10 Legal costs**

Each party must bear their own costs in preparing and negotiating this Deed.

**13.11 Amendment**

This Deed may only be amended or supplemented in writing signed by the parties.

**13.12 Waiver**

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

**13.13 Successors and assigns**

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

**13.14 Rights cumulative**

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

**13.15 Set-off**

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

**13.16 No assignment**

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

**13.17 Disclosure**

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

**13.18 Determination**

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

**13.19 Consent and approvals**

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

**13.20 Doctrine of merger**

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

**13.21 No interference with executive duties or powers**

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

**13.22 Surviving provisions and termination**

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
  - (i) that are expressed to survive the termination of this Deed;
  - (ii) that, at Law, survive the termination of this Deed; or
  - (iii) that are necessary to survive the termination of this Deed:
    - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
    - (B) to enable a party to make, enforce or defend any claims related to this Deed; or
    - (C) to give full force and effect to the operation of clause 13.22(b) or clause 13.22(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.

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- (c) Nothing in this clause 13.22 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

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## Signing

### Execution by the Grantor

Executed as a deed on behalf of The Crown in Right of Tasmania by the person named below in the presence of the witness named below:

Signature:  
→

*Kate Kent*

Being a person who has authority to sign this Deed on behalf of the Grantor

\*Print name and position:

Kate Kent  
Executive Director  
CSR

Witness signature:  
→

*Y. Watson*

\*Witness print name and position:

MENEEN WATSON  
EXECUTIVE ASSISTANT

\*Use BLOCK LETTERS

\*Witness print address:

s.36

### Execution by the Recipient

The common seal of Scarlet Alliance – Australian Sex Workers Association Inc was hereunto affixed by authority of its committee in the presence of:

Common seal:  
→



Signature:  
→

[Empty signature box]

Signature:  
→

*Ryan Cole*

\*Print name and office held:

[Empty print name box]

\*Print name and office held:

RYAN COLE  
PRESIDENT

\*Use BLOCK LETTERS

Note: If the Association has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Association or any other person the committee has appointed for that purpose.

①



**Key Performance Indicators (KPIs)**

**Scarlet Alliance – Australian Sex Workers Association Inc – grant deed for Tasmanian Sex Worker Project 2016-17**

KPI	Report format and content	Reporting due
Provide peer education, information, advocacy and support to sex workers in Tasmania via outreach, including 2 regional trips to Launceston and Burnie	Number of workers provided support via outreach, to be provided in Final report	30 November 2016
Provide contact, information and referral point for sex workers working in Tasmania	Number of workers who have made contact and been provided with information and/or referrals to be provided in Final report	30 November 2016
Convene and conduct two Tasmanian sex worker reference group meetings during August 2016	Provide details of meetings held	30 November 2016
Provide sex worker representation to government and community advisory mechanisms	Details of representations to be provided in Final report	30 November 2016
Prepare a business case to comprehensively inform DPAC of the business benefits of funding Scarlet Alliance.	Business Case	30 September 2016
Provide a Final Report detailing all project activities and progress against the Approved Purposes and KPIs	Final report	30 November 2016





**Agreed Budget: Scarlet Alliance – Australian Sex Worker Inc**

**Agreed budget for grant deed for Tasmanian Sex Worker Project - 2016-17**

<b>Budget Item:</b>	<b>Amount (exclusive GST):</b>	<b>Details</b>
Staff salaries including on-costs, ( Lvl 6.1 & Lvl 5.2)	\$12 201	Project Coordinator SCHADS Level 6, Pay Point 1 (25 hours per fortnight) Project Officer SCHADS Level 5, Pay Point 2 (16 hours per fortnight)
Administration/infrastructure	\$6 199	Management, training, supervision, financial and legal accountability, insurance, communications, reporting, finance and administration. Infrastructure and office usage fees including use of office equipment
Outreach service costs (2x regional trips and regular metro outreach)	\$1 000	2 regional trips (400 kms, 1 night accom) Hobart & regional day trips (30kms @65.2 cents per km)
Program Materials/ communications/ printing and publications /subscriptions. Venue Hire	\$600	Program Materials including sex worker new worker and info packs, mobile, printing of resources, TASCOS membership fees, reference group meetings, community education sessions
<b>Total:</b>	<b>\$20 000.00</b>	



## Annexure C - Acknowledgement of Funding

The Recipient must acknowledge the support of the Tasmanian Government, as follows:

1. the Recipient must use the Tasmanian Government 'supported by' logo (as shown below) to promote the Approved Purposes.
2. the Recipient must include the logo in all marketing relating to the Approved Purposed including, but not limited to:
  - advertisements
  - newsletters, including electronic newsletters
  - media releases
  - press, radio and television advertising
  - display material; and
  - recipient's website homepage.
3. the Recipient must include the following statement on their social media site/s in the 'About' section: Scarlet Alliance – Australian Sex Workers Association Inc is supported by the Tasmanian Government.
4. to ensure the correct logo is used appropriately for marketing and promotional purposes, all materials must be approved by Communities, Sport and Recreation (CSR) prior to publication/promotion. Please contact CSR on 1800 204 224 to arrange supply of the logo.
5. the logo must be reproduced according to the following specifications:

### LOGO COLOUR (as illustrated)

The logo may only appear in:

- full-colour – Blue PMS 653, Olive PMS 618 and Black
- black (mono)
- white (reversed out of a solid colour background).

### MINIMUM SIZE

The logo must always be at least 20mm wide if vertical and 30mm wide if horizontal. A smaller version can only be used if the print surface area demands it (ie pens, badges). A certain amount of space must be maintained around the logo – refer to [www.communications.tas.gov.au](http://www.communications.tas.gov.au) and search for 'size' details.

### PLEASE NOTE

- Do not change the format, colour, shape or typeface (font) of the logo.
- Take care not to distort the logo when resizing – its height and width must change in proportion so it is not squeezed or squashed.
- Do not create your own version of the logo or add any text; use only the versions supplied.
- Other variations of the logo are available from CSR.





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## Deed of Variation of Grant Deed

Dated 2 December 2016

**The Crown in Right of Tasmania  
(Crown)**

and

**Scarlet Alliance – Australian Sex Workers  
Association Inc  
(Organisation)**

**The Crown Solicitor of Tasmania**

Executive Building  
15 Murray Street Hobart Tasmania 7000  
GPO Box 825 Hobart Tasmania 7001  
Telephone: (03) 6233 3822  
Facsimile: (03) 6233 2874  
File Ref: 45388  
Doc Ref: Draft Deed of Variation of Grant Deed -  
Scarlet Alliance - October 2016.DOC

# Deed of Variation of Grant Deed

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## Details

<b>Parties</b>	<b>Crown, Organisation</b>	
<b>Crown</b>	<b>Name</b>	<b>The Crown in Right of Tasmania represented by the Department of Premier and Cabinet</b>
	<b>Short Form Name</b>	<b>Crown</b>
	<b>Address</b>	<b>Level 4, 15 Murray Street Hobart TAS 7000</b>
	<b>Telephone</b>	<b>1800 204 224</b>
	<b>Fax</b>	<b>(03) 6173 0257</b>
	<b>Attention</b>	<b>Kate Kent, Executive Director, Communities Sport and Recreation</b>
<b>Organisation</b>	<b>Name</b>	<b>As described in Schedule 1</b>
	<b>Short Form Name</b>	<b>Organisation</b>
<b>Recitals</b>	<b>A</b>	<b>The parties have entered into the Grant Deed.</b>
	<b>B</b>	<b>The parties have agreed to vary the terms and conditions of the Grant Deed as set out in this Deed</b>
<b>Date of agreement</b>	<b>See Signing page</b>	

# Deed of Variation of Grant Deed

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## General terms

### 1 Definitions and Interpretation

#### 1.1 Definitions

In this Deed, unless the contrary intention is expressed:

**Commencement Date** means the date set out in Schedule 1;

**Grant Deed** means the grant deed described in Schedule 1;

**Organisation** means the organisation described in Schedule 1;

**this Deed** means this deed and all schedules and annexures to it.

#### 1.2 Interpretation

In this Deed, unless the contrary intention is expressed:

(a) a reference to this Deed includes its schedules, appendices, annexures and attachments, and any variation or replacement of any of it;

(b) a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and conversely;

(d) a reference to a gender includes reference to each other gender;

(e) a reference to a person includes:

(i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and

(ii) the person's executors, administrators, successors and permitted assigns;

(f) an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;

(g) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;

(h) a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;

(i) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;



- (j) a reference to "writing" includes a reference to printing, typing, lithography, photography and other methods of representing or reproducing words, figures, diagrams and symbols in a tangible and visible form;
- (k) a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;
- (l) a reference to a month or a year means a calendar month or a calendar year respectively;
- (m) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (n) a term of inclusion is not to be interpreted to be a term of limitation;
- (o) all references to monetary sums are to Australian currency;
- (p) a reference to the payment of money within a specified time, means the full crediting and clearance of any cheque or electronic transfer into the payee's account within that time;
- (q) it operates under Tasmanian time;
- (r) if the day on or by which an act, matter or thing is to be done under it is not a Business Day, then that act, matter or thing must be done no later than the next Business Day;
- (s) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a party only because that party prepared the provision; and
- (t) headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

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**2 Variation**

- (a) The Grant Deed is amended and varied with effect on and from the Commencement Date in the manner set out in Schedule 2.
- (b) In all other respects the parties confirm the provisions of the Grant Deed.

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**3 Confidentiality**

Despite any confidentiality subsisting in this Deed, any party may publish without reference to the other party all or any part of this Deed.

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**4 Miscellaneous**

**4.1 Governing law**

This Deed is governed by the laws of Tasmania.

**4.2 Variation**

A variation of or an amendment to this Deed must be made in writing and signed by both parties.

**4.3 Severance**

If any provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

**4.4 Counterparts**

This Deed may be entered into in any number of counterparts. A party may execute this Deed by signing any counterpart. All counterparts, taken together, constitute one agreement.

**4.5 Further action**

The parties agree to do or cause to be done all such acts, matters and things (including passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

**Executed as a Deed.**

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# Signing page

Dated: 2 December

2016

Signed for and on behalf of The Crown in Right of Tasmania by

being a duly authorised person, in the presence of:

Katken  
Signature

Heather Smith  
Signature of witness

Heather Smith  
Name of witness (print)

15 Murray Street  
Address of witness

Grants Officer  
Occupation

The common seal of Scarlet Alliance - Australian Sex Workers Association Inc (ABN 86 612 112 065) fixed in the presence of:



[Handwritten signature]

Signature  
JULES KIM, CEO  
Name and capacity (print)

[Handwritten signature]

Signature  
RYAN COLE, PRESIDENT  
Name and capacity (print)

## Schedule 1

**Commencement Date:** 21 July 2016.

**Grant Deed:** To deliver the Tasmanian Sex Worker Project for the period 1 July 2016 to 30 September 2016.

**Organisation:** Scarlet Alliance – Australian Sex Workers Association Inc



## Schedule 2

### Variation

#### Grant Amount

Item 2 (clause 2.1) of the Grant Deed is varied by deleting:

“The amount of the grant is twenty thousand dollars (\$20 000) (excluding GST)”.

And substituting with:

“The amount of the grant is forty thousand dollars (\$40 000) (excluding GST) to be provided in instalments as set out in the table below:

Instalment	For the period ending	Amount
Instalment 1 Provided to Recipient upon signing of original Grant Deed	30 September 2016	\$20 000
Instalment 2 Provided to Recipient upon signing of this Deed of variation	31 December 2016	\$20 000
<b>TOTAL</b>		<b>\$40 000</b>

#### Date for completion of the Approved Purpose

Item 6 (clause 4.3) of the Grant Deed is varied by deleting “the date for completion of the Approved Purposes is 31 September 2016” and substituting with “the date for completion of the Approved Purposes is 31 December 2016”.

#### Reporting Requirements

Item 7 (clause 7.2) of the Grant Deed is varied by deleting:

“Until all of the Recipient’s obligations under this Deed related to the carrying out of the Approved Purpose have been performed or discharged, the Recipient must give the Grantor:

- a) A Final Report – not later than 30 November 2016 a report including details of progress against the carrying out of the Approved Purposes and Key Performance Indicators (as per Annexure A) and an acquitted financial statement outlining how the grant was expended.
- b) Any other reporting as requested by the Grantor within 20 business days.

Each financial statement and report must be in a form and substance satisfactory to the Grantor”.

And substituting with:

“Until all of the Recipient’s obligations under this Deed related to the carrying out of the Approved Purpose have been performed or discharged, the Recipient must give the Grantor:

- a) Progress Report – not later than 31 October 2016 a report including details of progress against the carrying out of the Approved Purpose and Key performance Indicators (as per Annexure A)
- b) Final Report – not later than 31 January 2017 a report including details of progress against the carrying out of the Approved Purposes and Key Performance Indicators (as per Annexure A) and an acquitted financial statement outlining how the grant was expended,
- c) Any other reporting as requested by the Grantor within 20 business days.

Each financial statement and report must be in a form and substance satisfactory to the Grantor”.

**Annexure A**

Annexure A of the Grant deed is varied by deleting:

<b>KPI</b>	<b>Report format and content</b>	<b>Reporting due</b>
Provide peer education, information, advocacy and support to sex workers in Tasmania via outreach, including 2 regional trips to Launceston and Burnie	Number of workers provided support via outreach, to be provided in Final report	30 October 2016
Provide contact, information and referral point for sex workers working in Tasmania	Number of workers who have made contact and been provided with information and/or referrals to be provided in Final report	30 October 2016
Convene and conduct two Tasmanian sex worker reference group meetings during August 2016	Provide details of meetings held	30 October 2016
Provide sex worker representation to government and community advisory mechanisms	Details of representations to be provided in Final report	30 October 2016
Prepare a business case to comprehensively inform DPAC of the business benefits of funding Scarlet	Business Case	12 September 2016

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Alliance.		
Provide a Final Report detailing all project activities and progress against the Approved Purposes and KPIs	Final report	30 October 2016

And substituting with:

<b>KPI</b>	<b>Report format and content</b>	<b>Reporting due</b>
Provide peer education, information, advocacy and support to sex workers in Tasmania via outreach, including 4 regional trips to Launceston and Burnie	Number of workers provided support via outreach, to be provided in Final report	By 31 December 2016
Provide contact, information and referral point for sex workers working in Tasmania	Number of workers who have made contact and been provided with information and/or referrals to be provided in Final report	By 31 December 2016
Convene and conduct four Tasmanian sex worker reference group meetings between August and December 2016.	Provide details of meetings held	By 31 December 2016
Provide sex worker representation to government and community advisory mechanisms	Details of representations to be provided in Final report	By 31 December 2016
Prepare a business case to comprehensively inform DPAC of the business benefits of funding Scarlet Alliance.	Business Case	12 September 2016
Provide a Final Report detailing all project activities and progress against the Approved Purposes and KPIs	Final report	31 January 2017

