

This agreement outlines the terms, conditions, and responsibilities in relation to the provision of funding from the Grassroots Cricket Fund (**GCF**).

Definitions

1. In these conditions:

"ACA" means the Australian Cricketers' Association Inc. (ABN 81 104 703 910) of Level 5, 11/13 Pearson Street, Cremorne VIC 3121.

"Application" has the meaning given in clause 4.

"Business Day" means a day on which banks are open for general banking business in Melbourne, Victoria (Australia) and not being a Saturday or a Sunday.

"CA" means Cricket Australia (ABN 53 006 089 130) of 60 Jolimont Street, East Melbourne VIC 3002.

"Club" means Community Cricket Club or Premier Club.

"Community Cricket Club" means a community cricket club.

"Grant" means funds to be allocated to a club from the GCF by the Joint Committee.

"Grant Criteria" means the criteria set out in clause 5.

"GCF" means the Grassroots Cricket Fund.

"Joint Committee" means the committee formed by CA and the ACA in accordance with the confidential Memorandum of Understanding between CA and the ACA.

"Premier Club" means a club which competes at the highest level of club competition in Australia, as set out in each annual National Premier Cricket Handbook released by Cricket Australia.

"State/Territory Association" means:

- a. ACT Cricket Association Inc (ABN 61 741 344 332);
- b. New South Wales Cricket Association trading as Cricket New South Wales (ABN 27 000 011 987);
- c. Northern Territory Cricket Limited (ABN 21 938 643 056);
- d. Queensland Cricket Association Ltd (ABN 55 612 695 676);
- e. South Australian Cricket Association Limited (ABN 44 623 135 393);
- f. Tasmanian Cricket Association (ABN 34 009 476 993);
- g. Victorian Cricket Association trading as Cricket Victoria (ABN 28 004 128 812); and/or
- h. Western Australia Cricket Association Limited (ABN 44 026 744 769).

Background

2. CA and the ACA are working together to implement and undertake the GCF in line with the confidential Memorandum of Understanding between CA and the ACA.
3. The purpose of the GCF is to provide funding to Community Cricket Clubs and Premier Clubs with a focus on sustainable impact, supporting volunteers and clubs to provide brilliant experiences and fostering participation growth in the junior space. Grants are targeted towards implementing programs that maximise this impact.
4. By completing the online application form, you have applied to the Joint Committee for funding in relation to your Club under the GCF (the **"Application"**) and agree that you are authorised to make the Application and accept the terms of this agreement, which will be binding on the Club.

Eligibility Criteria

5. To be eligible to apply for a Grant:

- a. clubs must fall under the affiliation umbrella of a State / Territory Association;
 - b. clubs must reside in Australia;
 - c. clubs must be properly constituted and registered as an Incorporated Association under its relevant State / Territory legislation;
 - d. clubs must, in the reasonable opinion of the Joint Committee, have satisfactorily met reporting requirements on any Grants previously received from the GCF;
 - e. clubs must have adopted and endorsed the latest Australian Cricket Framework for Safeguarding Children & Young People and provided updated Child Safety Officer details to their State / Territory;
 - f. the Club applying must have been involved in at least one of the following initiatives in the 2024/25 season:
 - i. delivered or participated in a Woolworths Cricket Blast program (activated a Cricket Blaster Program, School Holiday program or Pop-Up centre in PlayHQ); or
 - ii. fielded at least one junior girls' team in an affiliated girls' competition; or
 - iii. had a total of 10 or more girls registered in or across Woolworths Cricket Blast and Junior Cricket.
6. Upon request from the Joint Committee, you must provide a copy of your Club's constitution to the Joint Committee.
7. Entities which are not Clubs, and which do not satisfy the Grant Criteria, including without limitation to, schools, colleges, universities, umpire associations and regional boards which oversee associations, are not eligible to make an Application. Associations which act as 'clubs' in some regional areas, may be deemed by the Joint Committee in its full discretion to be included as a 'Club' under these terms and accordingly will be eligible to make an Application under this agreement.

GCF Grants Program

8. Grants under the GCF are provided to assist Clubs with creating more opportunities to play and create brilliant experiences for their participants and community.
9. Grants of up to \$3,000 for initiatives and equipment that explore and drive new or more participation opportunities across the cricketing pathway including Woolworths Cricket Blast, Junior Cricket, Women & Girls, and CALD communities. Retention activities through contingency plans & succession strategies and upskilling and / or celebrating administrators & volunteers. Grant funding is exclusive of GST.
10. The Joint Committee shall be targeting grants which are creating the highest impact aligned to the Australian Cricket Strategy, this includes:
- a. improve the skills of volunteers, coaches and committee members;
 - b. explore and drive new participation opportunities across the cricketing pathway: Woolworths Cricket Blast, Junior programs, Women and Girls, Multicultural, which plan for future growth to ensure long term success; or
 - c. involve projects to support Clubs to operate more effectively & efficiently and create brilliant experiences for their clubs and cricket community.

Warranties and Undertakings

11. You warrant and agree that:
- a. everything in your Application is true and correct as at the date of your Application;
 - b. you will comply with all laws and regulations in relation to your Application and your Club;
 - c. you will immediately notify the Joint Committee of any breach of this agreement or any occurrence that may impact your Application, including but not limited to changes, delays, amendment or cancellation;

- d. you will not disparage or bring into disrepute CA, the ACA, the Joint Committee or the GCF at any time;
 - e. you will comply with any additional terms and conditions of any third-party supplier who provides equipment which is funded by the Grant;
 - f. any and all correspondence, discussions or information between the Joint Committee and you in relation to your Application, this agreement, the GCF or the Grant, are strictly confidential and you must not disclose such details to anyone, other than if lawfully compelled to do so or as approved in writing by the Joint Committee or CA. The Joint Committee and/or CA are entitled to seek an injunction, without notice, to prevent breach or further breaches of this clause;
 - g. you will acknowledge the support of the Joint Committee, the ACA and/or CA in such manner as reasonably advised by the Joint Committee from time to time;
 - h. the nominated banking details provided must be in the name of or under the control of the Club;
 - i. the representative claiming the Grant on behalf of the Club:
 - i. must be a duly authorised delegate of the Club;
 - ii. is authorised to submit the Application on behalf of the Club;
 - j. no conflict of interest exists or is reasonably foreseeable in relation to the Application, and any actual or potential conflict of interest that arises during the term of this agreement will be notified by you to the Joint Committee as soon as possible. Such notifications should provide details of the actual or potential conflict of interest; and
 - k. you will keep proper and adequate books and records in accordance with best practice accounting standards (such records to be made available on a reasonable request by CA).
12. You must use the Grant (including any interest earned on the Grant) during the period 1 July 2025 – 31 March 2026 and only for the purposes stated in your Application.

Application process

13. Applications open at 12:00pm (AEST) on 18 August 2025 and close at 11:59pm (AEST) on 14 September 2025 (**Closing Date**). The Joint Committee has the ability at its sole discretion to shorten or extend the application period without notice, including closing the application period early in respect of certain streams/categories in isolation where Grants provided on a first come, first serve basis have been exhausted.
14. Applications must be made by an authorised representative of the Club and submitted through the CA online grant portal. Grants will not be considered if submitted via other channels. Where duplicate or conflicting Applications have been made by multiple representatives on behalf of a Club, the Joint Committee or CA will contact the Club and require the duplicate or conflicting Applications to be withdrawn.
15. Applications must have endorsement from your State / Territory cricket manager prior to submission. You are also required to submit a detailed program outline, including cost breakdowns, quotations, and projected outcomes & impacts.
16. Once submitted, no changes to an Application will be permitted. An Application may be withdrawn by you or your Club upon written notice to the Joint Committee.
17. Incomplete Applications will be deemed invalid. Applications will also be deemed invalid if they breach this agreement as determined by the Joint Committee in its sole discretion or any other content guidelines notified by the Joint Committee during the entry process for the Grant.
18. While subject to change at the absolute discretion of the Joint Committee, the total national Grant commitment in response to Applications made under this agreement will not exceed \$530,000.
19. Subject to Clubs satisfying the Grant Criteria, Grants will be allocated to Clubs by the Joint Committee, in its absolute discretion, on a merit and needs based assessment of the Application.
20. The amount of funds allocated to each Club will be determined by the Joint Committee in its absolute discretion. There is no guarantee that you will receive the amount requested.

21. The Joint Committee does not warrant or guarantee that you will receive a Grant, or that Grants will be equally or proportionally allocated across States and Territories.
22. Grant funding decisions made by the Joint Committee are final. Appeals will not be considered, correspondence will not be entered into, and feedback will not be provided to you or your Club.
23. The Joint Committee or CA will notify you as soon as practicable of the outcome of your Application, and in any case, 30 Business Days after the Closing Date.

Funding

24. CA will manage the payment of all Grants.
25. If you receive notice from the Joint Committee or CA that your Application has been successful, the Grant will be paid to your Club.
26. The Grant will be transferred by CA into your Club's nominated bank account within 60 days following the success of your Application. CA is not responsible or liable to the Club where the Grant is not received into the Club's nominated bank account within this time period.
27. CA is under no obligation to re-transfer funds where the Club has not provided up to date or accurate bank account details, and the transferred funds were not received by the Club.

Media

28. You consent, on behalf of your Club and its members, to CA, the ACA and the Joint Committee using your Club's and your name, likeness, image and/or voice in the event you are successful (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the GCF.
29. You will not make any public announcement, press release, launch, promotion or advertisement about your Application, the Grant, the GCF, the Joint Committee or this agreement without the express written consent of CA or the Joint Committee, which may be withheld in CA or the Joint Committee's (as applicable) sole and absolute discretion.

Records and Reporting

30. By 31 March 2026, if you were successful for the Grant, you must report to the Joint Committee and CA in writing with respect to how the Grant has been spent.
31. You must undertake an acquittal process in respect of the Grant and agree to provide CA and the Joint Committee with all records to demonstrate that the Grant has been expended in accordance with the purposes stated in your Application.
32. The Joint Committee or CA may request that you provide to them any information they reasonably require in relation to any of the matters described in this agreement. If so requested, you will provide the Joint Committee and/or CA with a written report as soon as possible and no later than in 14 days.
33. You must:
 - a. make available your books and records relevant to the Grant for examination or auditing every six (6) months or at such other intervals determined by the Joint Committee or CA;
 - b. cooperate fully with the person making such examination or audit on behalf of the Joint Committee and/or CA; and
 - c. upon at least three (3) business days written notice afford the Joint Committee and/or CA and its agents full and free access to your business premises, accountants and personnel during normal business hours.
34. Where:
 - a. the Joint Committee or CA reasonably considers that you have failed to comply with any material term, condition (including special condition) or requirement of this agreement (**Breach**); or
 - b. the Grant is not expended in accordance with the purposes stated in your Application,

the Joint Committee or CA may, after consultation with you, give 30 days' written notice to you demanding repayment of any funding amounts provided under this agreement. You agree to pay any amounts demanded by the Joint Committee or CA pursuant to this clause.

GST

35. If GST is payable on any supply made by you under this agreement, CA must pay you an additional amount equivalent to the GST at the time the payment to you is due. Subject always to CA being in receipt of a valid tax invoice from you.

Indemnity and Limitation of Liability

36. You agree that the Club will not make any claim against the Joint Committee, the ACA or CA in relation to the Application by your Club, the Grant process, the GCF generally, or any Grant to the Club. This agreement does not contain any representation upon which any Club or any other person is entitled to rely at any point in time in order to bring any claim, action or proceedings against the Joint Committee, the ACA or CA (whether for misrepresentation or otherwise).
37. The Club indemnifies CA and ACA in relation to any claims or loss suffered by the Joint Committee, the ACA or CA due to:
- a. the negligence of the Club in connection with this agreement; and
 - b. any breach of this agreement by the Club.
38. The Joint Committee, the ACA and/or CA and their agencies and representatives associated with the GCF will not be liable for any loss, damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) in connection with or relating to the GCF, an Application or the awarding of a Grant except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

Termination

39. The Joint Committee and/or CA may terminate this agreement with immediate effect without any liability to the Joint Committee, the ACA and CA if:
- a. you breach this agreement and that breach is either:
 - i. incapable of being remedied, such as a breach of confidentiality; or
 - ii. if capable of remedy, is not remedied by you within 10 days of the Joint Committee's notification to you of the breach;
 - b. there is a material change in the nature of your Club, in the absolute discretion of the Joint Committee and/or CA;
 - c. your ability to use the Grant for the purposes stated in your Application becomes uncertain or impossible; or
 - d. the Joint Committee, the ACA and/or CA considers or reasonably suspects that you or any of your officers, employees or members:
 - i. are guilty of any misconduct, misbehavior or gross inefficiency in relation to this agreement; or
 - ii. have or will misappropriate the Grant.
40. If this agreement is terminated for any reason, the Joint Committee may require you to repay the Grant at its sole discretion.
41. Should your intended purpose for the Grant not proceed, the scope of your intended purpose is altered or the Grant is not used for the purposes approved by the Joint Committee, the Joint Committee reserves the right to require all or part of the Grant be refunded or returned at the discretion of the Joint Committee.
42. If you:
- a. complete the objectives stated in your Application but do not spend the entire Grant; or

- b. are unable to spend the full amount of the Grant prior to 31 March 2026.

Then CA or the Joint Committee may require repayment of the unspent amount. You must repay the unspent amount within 14 days of any such request from CA or the Joint Committee.

Privacy

43. By submitting your personal details in the Application, you understand and agree that CA also collects your personal information, including on behalf of State / Territory Associations, including the Big Bash League teams (together, "**Australian Cricket**") to communicate with you, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at www.cricket.com.au/privacy or by emailing privacy@cricket.com.au), and that the personal information you provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how you may access and seek to correct your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if you opt in to receive those offers. You can request to access, update or correct any personal information Australian Cricket holds about you by writing to CA's Privacy Officer at 60 Jolimont Street, East Melbourne, VIC, 3002 or sending an email to privacy@cricket.com.au.

General Terms

44. You may not assign this agreement without the prior written consent of the Joint Committee.
45. This agreement represents the parties' entire agreement in relation to any Grant provided under it and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.
46. If there is any inconsistency between the terms of this agreement and any other documents, guidelines, presentations or other documents relating to the GCF, the Grants or the Grant Criteria, the terms of this agreement shall prevail to the extent of any inconsistency.
47. This agreement may only be varied with the prior written consent of the Joint Committee. The Joint Committee may vary in the terms of this agreement at any time without notice.
48. This Agreement is governed and shall be construed by and in accordance with the laws of the State of Victoria.