

# COMMUNITY GRANT TERMS AND CONDITIONS



These terms and conditions form the basis on which Applicants may apply for and SilverChef may offer its Community Grants Program to Recipients. By applying for and/or accepting a Community Grant, the Applicant and/or the Recipient is taken to have read and accept and agree to be bound by these terms and conditions.

## 1. DEFINITIONS

- 1.1 **Applicant** means an Eligible Applicant who submits an Application for a Community Grant to SilverChef as part of SilverChef's Community Grants Program.
- 1.2 **Application** means an Application submitted for a Grant under the Community Grants Program.
- 1.3 **Certified Used Equipment** means ex-rental equipment made available for sale by SilverChef on the SilverChef Website.
- 1.4 **Community Grant** means a grant of \$5,000AUD of which a minimum of 75% (\$3,750AUD) is to be used towards the purchase price of SilverChef Certified Used Equipment and 25% may be taken as cash up to a maximum of \$1,250AUD.
- 1.5 **Community Grants Program** means the program under which SilverChef offers four Eligible Applicants a Community Grant each Quarter.
  - Eligible Applicants** means Australian registered charities and not-for-profit corporations that:
    - (a) have been registered and operating for not less than 12 months; and
    - (b) are in the business of using hospitality or food services to help disadvantaged members of the Community; and
    - (c) have a clear and specific need for commercial kitchen equipment.
- 1.6 **Financial Year** means the period commencing on 1 July and ending on 30 June.
- 1.7 **Recipient** means an Eligible Applicant who submits an Application for a Community Grant and is chosen as a recipient of a Community Grant.
- 1.8 **Selection Criteria** means the internal criteria against which SilverChef assess Applications for and awards Recipients a Community Grant.
- 1.9 **SilverChef** means Silver Chef Rentals Pty Ltd ABN 33 112 241 522.
- 1.10 **SilverChef Website** means the SilverChef Website, as varied and amended from time to time, being <https://www.silverchef.com.au/>.
- 1.11 **Quarter** means the period within which Eligible Applicants may submit an Application for a Community Grant to SilverChef. The Application period means, in a Financial Year:
  - (a) the period commencing at 8:00amAEST on 1 July and closing at 5:00pmAEST on 30 September (**Quarter 1**);

- (b) the period commencing at 8:00amAEST on 1 October and closing at 5:00pmAEST on 31 December (**Quarter 2**);
- (c) the period commencing at 8:00amAEST on 1 January and closing at 5:00pmAEST on 31 March (**Quarter 3**);
- (d) the period commencing at 8:00amAEST on 1 April and closing at 5:00pmAEST on 30 June (**Quarter 4**).

- 1.12 **Terms and Conditions** means these Community Grant terms and conditions.
- 1.13 **Success Notification Email** means the email from SilverChef notifying Recipients of the success of their Application.

## 2. ELIGIBILITY CRITERIA

- 2.1 Participation in SilverChef's Community Grants Program is subject to compliance with these Terms and Conditions and is at the sole and absolute discretion of SilverChef. SilverChef may reject any application to participate in the Community Grants Program at its sole and absolute discretion, without explanation.
- 2.2 In order to be eligible to receive a Community Grant, Applicants must be (and at all times remain) an Eligible Applicant.
- 2.3 SilverChef reserves the right to verify the validity of Applicants and Applications and, at its sole and absolute discretion, to reject any Application by any Applicant who SilverChef has reason to believe has breached any of these Terms and Conditions, tampered with the participation process or engaged in any unlawful or other improper misconduct which has or may jeopardise fair and proper conduct of the Community Grants Program. SilverChef's legal rights to recover damages or other compensation from such an offender are reserved.
- 2.4 The Applicant must immediately notify SilverChef in writing in the event that, at any time from the time an Application is submitted, up to the time the Applicant is notified of the success of their Application, the Applicant ceases to be an Eligible Applicant.
- 2.5 The Applicant acknowledges and agrees that the benefits conferred on the Applicant pursuant to these Terms and Conditions are as a direct result of the Applicant being an Eligible Applicant. In the event that the Applicant ceases to be an Eligible Applicant within 12 months of receiving a Community Grant, the Applicant acknowledges and agrees that SilverChef, in its absolute discretion may, revoke or require the Applicant to repay any Grant monies received by it.

## 3. COMMUNITY GRANT

- 3.1 Each Quarter, SilverChef invites Eligible Applicants to submit an Application for a Community Grant via the online form located on the SilverChef Website.

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3.2 SilverChef will accept Applications in each Quarter within the following timeframes:

Quarter	Application Period Opens	Application Period Closes
Quarter 1	The period commencing at 8:00amAEST on <b>1 July</b>	The period closing at 5:00pm AEST on <b>30 September</b>
Quarter 2	The period commencing at 8:00amAEST on <b>1 October</b>	The period closing at 5:00pm AEST on <b>31 December</b>
Quarter 3	The period commencing at 8:00am AEST on <b>1 January</b>	The period closing at 5:00pm AEST on <b>31 March</b>
Quarter 4	The period commencing at 8:00amAEST on <b>1 April</b>	The period closing at 5:00pm AEST on <b>30 June</b>

- 3.3 All valid and complete Applications will be assessed by SilverChef against the Selection Criteria and a shortlist of Applications will be chosen by SilverChef.
- 3.4 Incomplete or ineligible Applications will be deemed invalid, will be removed from the Application pool and will not be assessed against the Selection Criteria or be eligible to receive a Community Grant.
- 3.5 Four Applications from the shortlist in each Quarter will be chosen to receive one Community Grant each.
- 3.6 Each Recipient of a Community Grant will receive \$5,000AUD apportioned as follows:
- (a) a minimum of \$3,750AUD (75%) credit towards the purchase price of SilverChef Certified Used Equipment; and
  - (b) the balance up to a total value of \$1,250AUD (25%) to be used by the Recipient towards freight of the purchase of Certified Used Equipment or paid to the Recipient’s nominated bank account in cash, at the election of the Recipient.
- 3.7 The successful Recipients in each Quarter will receive a Success Notification Email from SilverChef notifying the Recipient of the success of their Application, on or before the following dates:

Quarter	Notification Date
Quarter 1	31 October
Quarter 2	31 January
Quarter 3	30 April
Quarter 4	31 July

- 3.8 Recipients must respond to the Success Notification Email within one month of the date the email was sent to the Recipient by SilverChef, claiming the Community Grant.
- 3.9 Recipients who fail to respond to the Success Notification Email within one month of the date the email was sent to the Recipient by SilverChef will forfeit their Community Grant and it will be offered to the next Eligible Applicant on the shortlist.
- 3.10 The Success Notification Email will contain instructions on how to redeem the Community Grant.
- 3.11 Eligible Applicants will only be eligible to receive one Community Grant per Financial Year.
- 3.12 Eligible Applicants may only submit one Application for a Community Grant per Financial Year.
- 3.13 Unsuccessful Applicants will not be notified that their Application has been unsuccessful.
- 3.14 Community Grants must be redeemed by Recipients within six (6) months of the date the Success Notification Email is sent to the Recipient by SilverChef. Any part of the Community Grant not redeemed within six (6) months of SilverChef sending the Success Notification Email will be forfeited. SilverChef at its discretion may extend this to twelve (12) months.
- 3.15 All other expenses not expressly provided for in these Terms and Conditions are the responsibility of the Recipient.
- 3.16 The selection of Recipients and the award of Community Grants are at the sole and absolute discretion of SilverChef. Any decision made by SilverChef in relation to an Application, a Recipient, the Selection Criteria or a Community Grant is final and binding and no correspondence will be entered into in respect of any decision made.
- 3.17 The purchase of Certified Used Equipment utilising the Community Grant will be subject to availability on the SilverChef Website and subject to SilverChef’s Certified Used Sales Terms and Conditions.
- 3.18 Recipients are solely responsible for payment of any applicable taxes, fees and other assessments on the Community Grant, as well as reporting the Community Grant to the appropriate taxing authority for tax purposes, as required.
- 3.19 The Recipient may not assign or transfer any Community Grant or part thereof received to any other person or organisation.

**4 INTELLECTUAL PROPERTY RIGHTS**

- 4.1 Intellectual Property in and any specifications, information or documents created or produced by SilverChef in connection with the Community Grants program will remain exclusively vested in SilverChef.
- 4.2 The Recipient covenants not to breach, infringe or prejudice any intellectual property and copyright

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associated with the Community Grants Program or SilverChef without SilverChef's prior written approval.

## **5 PRIVACY**

- 5.1 SilverChef will collect, use or disclose personal information (if any provided) only for the purpose of giving effect to these Terms and Conditions, and will not disclose or provide to any third party any personal information provided without the Applicant or Recipient's consent. Data protection and privacy rights are set out in SilverChef's Privacy Policy (available at <https://www.SilverChef.com.au/pages/privacy-policy>).

## **6 GENERAL**

- 6.1 Except for any liability that cannot by law be excluded, SilverChef (including its respective officers, affiliated companies, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) of any kind; whether direct, indirect, special or consequential, arising in any way out of or connected to the Community Grants Program or these Terms and Conditions. Applicants and Recipients agree that SilverChef will not be liable for any injury or damage, howsoever caused, associated with or in connection with the Community Grants Program. In no event will SilverChef be liable for any special, incidental, punitive or consequential damages, even if advised of the possibility of such damages.
- 6.2 SilverChef does not guarantee, represent or warrant that the use of the SilverChef Website will be uninterrupted, timely, secure or error-free.
- 6.3 SilverChef reserves the right at any time to modify content of the SilverChef Website without notice and will not be liable for any modification, price change, suspension or discontinuance of the sale of Certified Used Equipment via the website.
- 6.4 Where any ambiguity, inconsistency or discrepancy exists between these Terms and Conditions any other document, these Terms and Conditions will take

precedence, except in respect to special conditions or schedules.

- 6.5 No amendment, alteration, waiver or cancellation of any of these Terms and Conditions is binding on SilverChef unless confirmed by SilverChef in writing.
- 6.6 A notice purported to be served under these Terms and Conditions will be deemed to have been properly served if the same is in writing and is sent to the usual business address of the recipient by mail, telegram, facsimile, email or telex message or personal delivery for which a receipt is obtained.
- 6.7 Except where expressly provided in these Terms and Conditions, a provision or right created under these Terms and Conditions may not be varied or waived except in writing and signed by the relevant parties. A failure by SilverChef to insist on the Customer's strict performance of its obligations under these Terms and Conditions is not a waiver of any right or remedies that SilverChef may have.
- 6.8 By submitting an Application or accepting a Community Grant, Applicants and Recipients acknowledge that they have been given the opportunity to obtain independent legal, taxation, accounting and such other necessary advice concerning all aspects of participation in the Community Grants Program, prior to participating in the Community Grants Program.
- 6.9 Any provision of these Terms and Conditions which is held by a Court of competent jurisdiction to be unlawful, invalid or unenforceable will, where possible, be severed from these Terms and Conditions to the extent necessary to make these Terms and Conditions enforceable, such that the validity and enforceability of the remaining provisions are not affected, unless it would materially change the intended effect of these Terms and Conditions.
- 6.10 These Terms and Conditions are governed by the law of Queensland, Australia and each party irrevocably submits to the exclusive jurisdiction of the Queensland Courts.