

Economic Recovery Funding – Business Support

Terms and Conditions

- 1) The Business agrees:
 - a) where applicable, to use the Enterprise Funding Amount (**Funding**) solely for the purposes approved by the City and that the use of the Funding will not, at all times, cause detriment to the City's processes and its statutory functions;
 - b) not to represent the City in any official capacity without the written consent from the City;
 - c) to refund to the City the Funding or any part thereof which has not been spent on the approved purpose; and
 - d) to provide any other documentation required by the City, including additional financial evidence of impact related to the COVID-19 pandemic, to assist with the application and/or to facilitate payment of the Funding;
 - e) that it has no personal affiliation with the Consultant.

- 2) The Business indemnifies the City, its employees and agents from and against all claims, demands, writs, summonses, actions, suits, costs, losses and expenses of any nature which the City, its employees and agents may incur or suffer in respect of any liability, loss or damage whatsoever caused by, contributed to or arising out of whether directly or indirectly from any act or omission of the Business, its employees and agents except to the extent that the liability, loss or damage is caused by a negligent act contributed by the City, its employees or agents.

- 3) The Business acknowledges that they have:
 - a) read and understood the terms and conditions; and
 - b) had the opportunity to obtain independent advice with respect to the Business Support Program (**Program**).

- 4) The City accepts no liability for:
 - a) any debts incurred by the Business from participating in the Program;
 - b) the views of third party advisors or training providers accessed through this Program; or
 - c) any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from the use of or reliance on any information or advice provided through this Program.

- 5) Every effort is made to provide information that is accurate. However, materials related to the Program are subject to change at any time. The City gives no assurance or warranty that information in this document is current, and takes no

responsibility for matters arising from changed circumstances or other information or material which may affect the accuracy or currency of information provided.

- 6) The City may cancel the Program at any time without assigning any reasons for the cancellation.
- 7) The City's reserves the right to refuse or reject any application or cancel any Funding at its sole discretion.