

The SPLASHTM FOUNDATION

by Narellanpools^o

TERMS AND CONDITIONS

1. APPLICATION AND ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1. Narellan Pools Pty Ltd (**Narellan Pools**) is delivering The Splash Foundation (**Program**).
- 1.2. By applying to Narellan Pools to be considered as a recipient of the Program, you agree to be bound by these Terms and Conditions.
- 1.3. More detailed information about the Program is available at <https://narellanpools.com.au/the-splash-foundation/>
- 1.4. To the extent of any inconsistency between these Terms and Conditions and any other reference to the Program, these Terms and Conditions will prevail.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

Applicant means the organisation that applies to receive the pool grant under the Program.

Application Term means the period of time that Applicants may complete their applications to be considered for the Program, being from 14 August 2024 for expressions of interest.

Community Need refers to the gaps between what a situation is and what it should be. The goal is to develop and communicate an informed understanding of the gaps or needs that exist within a community and their impacts upon the community's

members, showing how you came to the conclusion that your Program is needed to fill this gap.

Eligible Applicant means an organisation who meets the eligibility criteria in clause 4.

Foundation means The Splash Foundation delivered by Narellan Pools.

Local Pool Builder means any pool builder licensed to install Narellan Pools' products.

Marketing Purposes means advertising, media publicity, publication, general display or for any other business purpose, including but not limited to publication on internet websites and social media, broadcasts and any other marketing materials that the Foundation deems appropriate.

Panel means the Foundation's panel of judges who will consider the applications and determine the Successful Applicant.

Successful Applicant means the Applicant who has met the eligibility criteria and been chosen by the Panel as being the recipient of the Program.

Sustainable Outcomes are the projected outcome or outcomes with the ability to continue achieving the organisation's goals once the Program has been completed.

Tangible Measures refers to the measures that provide the level of effectiveness of an outcome. This is to help to clarify your understanding of your Program and allow for evaluation of your Program, showing the impact made. Examples of this can include assessed pre/post survey responses, interviews and more.

Terms and Conditions means these terms and conditions for participation in the Program, as amended from time to time.

We or Us means the Foundation, its employees, agents and contractors.

3. THE PROGRAM

- 3.1. The Foundation, together with the nominated Local Pool Builder will deliver and install a Narellan Pools fibreglass pool shell to the Successful Applicant.
- 3.2. The goods and services provided for the Program include:
 - (a) One fibreglass pool shell (exact size, shape and colour to be discussed and agreed with the Successful Applicant);
 - (b) Relevant pool equipment and accessories including but not limited to pool cover box; sanitation equipment; tiles and tile installation; pipework; permanent fencing (subject to change);
 - (c) Application for council approval (including certificate fees) for a new pool;
 - (d) Site preparation;
- 3.3. The goods and services excluded by the Program include but are not limited to landscaping.

- 3.4. The actual date of delivery is dependent on when approval is obtained from the local council for the new pool installation. The date of delivery of the fiberglass pool shell will be delivered to the Successful Applicant's address once the site has been adequately prepared and once council has approved the application to install a new pool.

4. CRITERIA

- 4.1. An Applicant may be eligible for the Program if they:
- (a) Reside in New South Wales, Queensland, Victoria or South Australia within a territory operated by a Local Pool Builder;
 - (b) Are a financially viable organisation;
 - (c) Have not previously been a recipients of the Program, or other programs or support offered by Narellan Pools or Local Pool Builders; and
 - (d) Provide a complete application within the Application Term; and
 - (e) Provide sufficient evidence to confirm that the land owner consents to the installation of a pool.
- 4.2. Applications should address how they will meet the following objectives:
- (a) Delivering swimming opportunities to the communities they support in inclusive and engaging ways;
 - (b) Addressing barriers to swimming, including but not limited to:
 - (i) Socioeconomic disadvantaged communities;
 - (ii) Geographically isolated communities; and
 - (iii) Persons with disabilities.
- 4.3. Applications will need to demonstrate the following:
- (a) Community Need;
 - (b) Programs have Sustainable Outcomes;
 - (c) Programs have Tangible Measures to show impact through outcomes achieved;
 - (d) The Applicant has the capacity to successfully undertake the Program.
- 4.4. Applications will be assessed on the following criteria:
- (a) Strong alignment with the Program objectives;
 - (b) Need for the Program in the community;
 - (c) Strong benefit and/or expanded reach to the community;
 - (d) Clear outcome measures have been considered for reporting; and

- (e) Demonstration that the Applicant has the capacity to successfully undertake the Program.

5. APPLICATION PROCESS AND REQUIREMENTS

- 5.1. Applications are open to organisations that meet the criteria set out in clause 3.3.
- 5.2. Applications must be submitted via the Foundation's application portal <https://narellanpools.com.au/the-splash-foundation/>
- 5.3. Applicants must fully complete the online application and submit all requisite documentation as stated on the application.
- 5.4. The Successful Applicant agrees that it will enter into a contract for the supply and installation of a swimming pool with the Local Pool Builder which will detail the services to be provided to the Successful Applicant at no cost.
- 5.5. All Applications submitted become the property of the Foundation.
- 5.6. The Foundation reserves the right to request any additional information or evidence which, in the Foundation's reasonable opinion, is necessary to verify or clarify any fact, matter or statement. Failure to comply with a request for further information within a specified timeframe may result in the application being rejected.
- 5.7. The Applicant agrees that the Foundation may undertake further investigations in order to consider the Application. The Foundation is under no obligation to inform the Applicant of these investigations or of the outcome of the investigations.
- 5.8. The Foundation reserves the right to refuse an application where eligibility criteria are not met, or where the application does not or cannot provide sufficient information to determine if eligibility criteria have been met. There is no obligation on the Foundation to advise why an application has been refused.
- 5.9. The Foundation may determine that it is necessary to conduct a site visit to the Property before determining whether the eligibility criteria in clause 4 have been met and whether the application should be approved, to determine that the site is suitable for installation of a pool. Applicants will be given reasonable notice of any proposed site visit. If an Applicant refuses to permit the Foundation (or its nominee) to conduct a site visit, the application may be rejected.
- 5.10. Information provided in an application or otherwise in accordance with these Terms and Conditions must be true and correct.
- 5.11. The Foundation assumes no responsibility for late, lost or misdirected applications.
- 5.12. All comments, photos and/or videos (or other multimedia) that form part of the application must be original work by the Applicant and the Applicant must have obtained the permission from all persons appearing in the photos/videos. Each Applicant warrants that their entry does not, and its use by the Foundation will not, infringe the rights (including intellectual property rights) of any third party.
- 5.13. Each Applicant is responsible for notifying the Foundation of any changes to his or her contact details during the Application Term.

6. CONDITIONS

- 6.1. The Successful Applicant agrees to comply with all pool safety laws and regulations as applicable in their location.
- 6.2. It is a condition of applying that the Applicant agrees to receive further communication from the Foundation, unless the Applicant personally opts out of future communication.
- 6.3. The Foundation will install signage at the location of the Program installation. The Successful Applicant agrees that it will not remove, amend, deface or block the signage nor will it allow for the sign to be removed, amended, defaced or blocked. The Successful Applicant will notify the Foundation in the event that the signage is damaged, defaced or removed and undertakes that all costs associated with the Foundation.
6.4. reinstating or rectifying the sign will be at the Successful Applicant's cost.
- 6.5. The Narellan Pools privacy policy can be read in full [here](#). Our privacy policy contains information about how individuals may request access to and corrections of information we hold about them, how to complain about how we handle personal information and how we deal with such complaints.
- 6.6. The Successful Applicant will ensure that the swimming pool is not used until final certification for the swimming pool is granted. The Successful Applicant must ensure that it meets (and continues to meet) Australian standards including but not limited to fencing laws.
- 6.7. The client accepts that Inspections will be carried out on their property by either council or certifiers or both and access will be given when required.

7. JUDGING PROCESS

- 7.1. Not every application that meets the selection criteria will necessarily be a successful recipient of the Program. All decisions relating to the Program will be guided by the objectives and criteria set out in clause 3.3, but remain subject to the absolute discretion of Panel.
- 7.2. All Applicants will be informed of the outcome of their application.
- 7.3. All decisions by the Panel are final. By submitting an Application, Applicants agree that the decisions of the Panel will not be subject to any right of appeal.

8. MARKETING

- 8.1. All Applicants understand that by submitting an Application, it authorizes the Foundation and Narellan Pools to publish any part or parts of its Application for Marketing Purposes.
- 8.2. The Successful Applicant must allow the Foundation (or its nominee) to photograph and video the installation of the Program for its own marketing purposes, as well as photograph and video the Program once it has been finalised. The Successful Applicant will provide to the Foundation and/or Narellan Pools any testimonials (written, videoed or both) which may be used for Marketing Purposes.

9. SUSPENSION, VARIATION OR TERMINATION OF THE PROGRAM

- 9.1. Notwithstanding any other provision in these Terms and Conditions, the Foundation reserves the right, at any time, to:
- (a) Suspend or terminate the entirety of any part of the Program;
 - (b) Refuse to approve an application for the Program for any reason and at our sole discretion;
 - (c) Vary these Terms and Conditions and the process for application;
 - (d) Suspend the operation of, or close, the application process;
 - (e) Alter or change the opening and closing date for applications, and/or
 - (f) Reduce or extend the application period.
- 9.2. Any changes to these Terms and Conditions or action taken to suspend or end the Program will be notified on the Narellan Pools' website.

10. LIMITATION OF LIABILITY

- 10.1. To the extent permitted by law, the Foundation and Narellan Pools (including their officers, employees and agents) will not be liable for any direct, indirect, incidental, special or consequential loss or damage or for any death, illness, personal injury, financial loss or property damage however caused (including negligence) which may be suffered by an Applicant or any person arising directly or indirectly out of or in any way connected with the Program, including:
- (a) Any decision to make or refuse an application for the Program;
 - (b) Problems or technical failures of any kind;
 - (c) Non-receipt of entries for any reason;
 - (d) Any damage or loss (direct or indirect) suffered by reason of any act or omission of the Foundation or Narellan Pools, its employees or contractors in relation to the Applicant's application or installation of the Program;
 - (e) Any breach of these Terms and Conditions;
 - (f) Any delay or decision to suspend or terminate the entirety or any part of the Program.

11. INDEMNITY

- 11.1. An Applicant agrees to indemnify and keep indemnified the Foundation and Narellan Pools (including its officers, employees and agents) from and against any liability or loss (including reasonable legal costs and expenses) which may be suffered or incurred by any of those indemnified by reason or in connection with the Applicant's application for participation in the Program, being named a Successful Applicant and/or anyone utilizing the Program.

12. GENERAL

- 12.1. Before applying for the Program, Applicants should seek advice from their legal, business and/or financial advisers about the tax implications that may be applicable to your organisation if the application is successful.
- 12.2. Failure by us to enforce any of our rights at any stage does not constitute a waiver of those rights. No rights under these Terms and Conditions will be waived except by notice in writing signed by both the Applicant and us.
- 12.3. These terms and Conditions shall be governed by the laws of the State of New South Wales. the Foundation and the Applicants submit to the exclusive jurisdiction of the court of New South Wales and any court competent to hear appeals from those courts.
- 12.4. Where we issue a notice to the email address provided by the Applicant, the notice will be deemed to have been received by the Applicant immediately upon receipt of electronic transmission confirmation.
- 12.5. If any term in these Terms and Conditions is prohibited, void, voidable, illegal or unenforceable for any reason whatsoever, then that part is severed from these Terms and Conditions but without effecting the continued operation of the remaining Terms and Conditions.
- 12.6. The Program (or any part of it) is not transferable or redeemable for cash. The Program cannot be exchanged for any other goods or services.
- 12.7. The Successful Applicant is unable to onsell any part of the Program granted by the Foundation.
- 12.8. Clauses 10 and 11 contain continuing obligations and will survive termination of these Terms and Conditions.