



**CCCVAT**

*Christian Community Churches  
in Victoria and Tasmania*

**CCCVAT MINISTRIES LTD**

**ABN: 82 629 507 099**

**01.01.20**

**CHURCH ACTIVATION, RENEWAL and  
EQUIPPING GRANT (CARE)**

**REVITALISATION GRANT AGREEMENT V6**



**THIS AGREEMENT** is made on the     day of

**Between the Parties:**

<b>Party 1:</b>	
Provider:	CCCVAT MINISTRIES LTD
ABN:	82 629 507 123
Address:	PO Box 521, Blackburn VIC 3130
<b>Party 2:</b>	
Church:	
Address:	
<b>Party 3:</b>	
Applicant	
Address:	

**BACKGROUND:**

- CCCVAT MINISTRIES LTD [CCCVaT] is a company limited by guarantee that aids and assists churches grow the Kingdom of God.
- CCCVaT is the promoter and manager of the program titled Church Activation, Renewal and Equipping [CARE] – Revitalisation Grant.
- The applicant has applied for a CARE - Revitalisation Grant according to the terms and conditions outlined in the CARE – Revitalisation Grant Guidelines and this Agreement.
- CCCVaT has agreed to provide the grant subject to the terms and conditions outlined in same.
- The signatures to this Agreement agree to abide by its terms and conditions.

**The parties to this agreement agree as follows;**

**OPERATIVE PART:**

**1. DEFINITIONS:**

**In this Agreement unless improper to or inconsistent with the context, the following meanings shall apply:**

**Agreement** – this Church Activation, Renewal and Equipping [CARE] – Revitalisation Grant Agreement.

**Applicant** – person that applied for the CARE – Revitalisation Grant.

**Business Day** - means a day other than a Saturday, Sunday, Public Holiday or Bank Holiday where an act is to be performed or payment made.

**CCCVAT MINISTRIES LTD [CCVAT]** - owner and operator of CARE – Revitalisation Grant.

**Church** – the church applying for the CARE – Revitalisation Grant.

**Commencement Date** – the date from which the terms and condition of this Agreement apply, as set out in Schedule 1.

**Confidential Information** – means any correspondence or information pertaining to the Guidelines, Application, Agreement and program not available in the public domain or so marked.

**Force Majeure** - circumstance beyond the reasonable control of the Parties, which results in a Party being unable to observe or perform on time an obligation under this Agreement.

**Guidelines** – terms and conditions of CARE – Revitalisation Grant.

**CARE** - Church Activation, Renewal and Equipping (CARE) Grant.

**Intellectual Property Rights** - all rights present and future, copyright, trademarks, designs, patents and confidential information and all other rights conferred by statute, common law and/or equity and also includes the right to register any such rights.

**Elders/Leaders** – appointed by the member of the church to govern and manage its affairs.

**Members** – the members of the church as listed in the church register of members.

**Mentor** – person nominated on the Application, who will mentor the Pastor in the ministry of the church.

**Ministry** – duties to be performed by Elder/Leaders and Pastor as defined by the church's strategic plan, CARE - Revitalisation Grant Guidelines and this Agreement.

**Party or Parties** – signatories or parties to this agreement.

**Supervisor** – person nominated on the Application, who will supervise the Applicant in the ministry of the Church.

**Term** means the period this agreement applies, as detailed Schedule 1.

**Third Party Provider** an entity employed by CCCVaT to manage or assist with CARE grant or any part thereof.

## **2: INTERPRETATION:**

### **In this Agreement:**

- a. Words importing the singular include the plural and vice versa.
- b. A reference to any Party or other person includes that person's successors and permitted assigns.
- c. A reference to a statute, ordinance or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by-laws and statutory instruments made thereunder.
- d. A reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time.
- e. A reference to a recital, clause or Schedule is a reference to a recital, clause or Schedule of this Agreement.
- f. A reference to a month means a calendar month.
- g. A reference to a person includes a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental subdivision or agency, association, co-operative and any other legal or commercial entity or undertaking,
- h. Where a Party comprises two or more persons, any agreement or obligation to be performed or observed by that Party binds those persons jointly and each of them severally, and a reference to that Party is deemed to include a reference to any one or more of those persons.
- i. The headings in this Agreement do not affect its interpretation.
- j. The recitals and the schedules form part of this Agreement.
- k. A reference to \$ is to Australian currency.

### **3: SCOPE OF THIS AGREEMENT:**

#### **During the Term of this Agreement:**

- a. CCCVaT and the Church will co-fund the CARE – Revitalisation Grant.

### **4: TERM:**

This Agreement commences on the Commencement Date and continues for the Term until concluded or terminated in accordance with this Agreement as per Schedule 1.

### **5: ACKNOWLEDGEMENT:**

The Applicant, Elders/Leaders and Members of the Church acknowledge and agree:

#### **5.1 CARE – Church Planter Grant:**

- a. The grant is to be used for the purpose of employing the the Pastor of the Church over the period of the grant, including the cost of superannuation guarantee levy, work cover and regulatory leave requirements.
- b. Funds from the grant cannot be used for capital purchases or to retire debt or loans.

#### **5.2 CARE operational provisions:**

- a. CCCVaT may operate and conduct the grant in such manner as it determines in its absolute discretion.
- b. The grant or any part thereof may be varied, amended or terminated by CCCVaT from time to time by notice to the Applicant or Church.
- c. CCCVaT will endeavour to give the Applicant or the Church thirty days written notice where variances are proposed.
- d. CCCVaT will use its best endeavour to consult with the Applicant or the Church on any significant proposed changes to the terms and conditions of the grant.
- e. The grant may be operated or supported by CCCVaT using Third Party Providers.

### **6: WHAT CCCVaT WILL DO:**

#### **6.1 CCCVaT will:**

- a. Subject to the Church meeting its obligations under this Agreement, co-fund the CARE grant at rate specified in Schedule 1 for the period of the Term.

6.2 Payment of CCCVaT contribution to the CARE grant is detailed in Schedule 1.

### **7: WHAT THE CHURCH WILL DO:**

#### **The Church will:**

- a. Employ the Pastor in the ministry of the Church for a minimum of three days per week.
- b. Co-fund the CARE - Revitalisation Grant at the rate specified in Schedule 1, for the period of the Term.
- c. Be responsible for all regulatory compliances.
- d. Maintain regulatory compliances as stated in the CARE – Revitalisation Grant Guidelines.
- e. Maintain insurances as stipulated in the CARE – Revitalisation Grant Guidelines.
- f. Advise CCCVaT of any incidents involving the Pastor and Elders/Leaders and a child and, any other incidents likely to put at risk their regulatory compliances.
- g. Ensure the Pastor is appropriately supervised.
- h. Ensure the Pastor is appropriately mentored.
- i. Pray for the Pastor and ministry of the Church on a regular basis.
- j. Develop, equip and empower the Pastor.
- k. Ensure the Pastor is trained in all Church policy, especially Child Protection and Work Health and Safety [WHS].
- l. Permit CCCVaT to promote the church and its relevant details on its website and communication.
- m. Monitor the Pastor and ministry's performance against the strategic plan and budget to ensure shortcomings are addressed.
- n. Advise CCCVaT if the Church's finances are likely to deteriorate over the Term.
- o. Report on the Pastor's and Church's progress to CCCVaT annually, as required.

## **8: WHAT THE PASTOR/LEADER WILL DO:**

### **The Pastor will:**

- a. Work for a minimum of three days per week in the ministry of the Church.
- b. Ensure his/her Working with Children's Check [WWC] and any other applicable regulatory compliances are maintained.
- c. Advise the leadership of the Church of any incident involving him/her and a child and any other incidents likely to put at risk his/her regulatory compliances.
- d. Undertake duties as directed by the Supervisor and or leadership of the Church.
- e. Undertake training as directed by the Supervisor and or leadership of the Church.

- f. Attend all conferences, conventions, training and Pastor's Forums/Retreats as organised or directed by CCCVaT.
- g. Report on the progress of the ministry to CCCVaT annually, as required.
- h. Conduct them self at all times in accordance with Christian beliefs and values.
- i. Abide at all times by the terms and condition of the Church's strategic plan, CARE guidelines and this Agreement.
- j. Permit CCCVaT to promote him/her's relevant details on its website and communication.

**9: COMPLAINT HANDLING:**

- 9.1 Where the Church, Pastor and or Elder/Leader has a complaint against the other which cannot be satisfactorily resolved, the Church, Pastor or Elder/Leader may refer the matter to CCCVaT.
- a. CCCVaT shall do everything reasonably possible to remedy the complaint between the Parties.
  - b. In the event the Church, Pastor or Elder/Leader are unable to agree on a solution, CCCVaT will make a resolution which the Parties will abide by.

**10: INTELLECTUAL PROPERTY RIGHTS:**

- 10.1 The Church, Pastor and Elders/Leaders acknowledge that all Intellectual Property Rights in the CARE - Church Planter Grant are vested in and are exclusively owned by CCCVaT.
- 10.2 This clause shall survive the termination or expiration of this Agreement.

**11: INDEMNITIES:**

- 11.1 The Church, Pastor and Elders/Leaders releases and indemnifies CCCVaT, its directors, officers, employees, agents, contractors and related bodies corporate against all actions, claims, demands and proceedings which may be instituted against all Parties and/or against all liability, losses, damages, costs, expenses (including consequential and special loss or damage) which may be suffered or incurred or which may arise in any manner, directly or indirectly, whether during the term of this Agreement or after the termination or expiration of this Agreement, from or in connection with:
- a. The supply of goods or services by or on behalf of the CCCVaT to Parties.
  - b. The promotion of the CARE – Church Revitalisation Grant.
  - c. The promotion of the Church and Pastors on its website and communication.
  - k. Any changes to the CARE grant.

- l. Any failure of performance or wrongful performance by the Parties of any of their obligations under this Agreement.
- m. Any negligence or willful misconduct of by the Parties in connection with this Agreement.
- n. Any unauthorised use or infringement of CCCVaT's Intellectual Property Rights, caused directly or indirectly by the Parties.

11.2 This clause shall survive the termination or expiration of this Agreement.

**12: TRADE MARKS AND LICENCES:**

Subject to the terms of this Agreement, CCCVaT and the Church each grants the other a royalty free, non-exclusive, non-transferable, revocable, non-sub licensable, licence for the term of this Agreement to use the other Parties Trade Mark/s in marketing the CARE grant.

**13: CONFIDENTIALTY:**

13.1 The Parties may not disclose any information on the CARE – Revitalisation Grant, which is not already in the public domain, without the consent of the other Parties.

13.2 This clause shall survive the termination or expiration of this Agreement.

**14: TERMINATION:**

CCCVaT may terminate this Agreement without liability or cause by giving 30 days written notice to the Parties at any time where:

- a. The Church resigns from the Association.
- b. The Church is expelled from the Association.
- c. The Church is insolvent or risks being wound up.
- d. The Church discredits CCCVaT.
- e. The Church falls short of achieving the KPI's as detailed in the strategic plan.
- f. The Pastor, Elders/Leaders or Church fail to perform or breach its obligations under the Guidelines or this Agreement.
- g. The Church fails to report on the Pastor and its ministry as required in a timely manner.
- h. The Church dismisses the Pastor.
- i. The Pastor and or Elder/Leaders commit an act or receive a conviction that in the opinion of Church or CCCVaT is unacceptable for the role.
- j. The Pastor's Working with Children Check is revoked or not renewed.



- k. The Pastor is declared or declares bankruptcy.
- l. The Pastor behaves in a manner contrary to Christian beliefs or values.
- m. The Pastor discredits the Church or CCCVaT.

**15: PRIVACY:**

- 15.1 The Parties will comply with all relevant laws in relationship to privacy and data collection and not disclose any personal information without the consent of the Parties.
- 15.2 The Pastor consents that the Church may use personal or disclosed information for the purpose of meeting its obligations under this Agreement.
- 15.3 The Parties consent that CCCVaT may use personal or disclosed information for meeting its obligations under this Agreement, its church directory included in its website (accessible by username and password) and for its own marketing purposes where appropriate.
- 15.4 This clause shall survive the termination or expiration of this Agreement.

**16: FORCE MAJEURE:**

- 16.1 Neither Party will be liable for any delay or failure to perform its obligations pursuant to this Agreement, if such delay is due to Force Majeure.
- 16.2 If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Parties obligations will be suspended.
- 16.3 If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (30) days, either Party may immediately terminate the Agreement on providing notice in writing to the other Party.

**17: STATUS OF THE PARTIES:**

Nothing in this Agreement is to be construed as creating a partnership or joint venture or relationship of agency or employment between the Parties.

**18: NOTICES:**

Any notice, demand or other communication ("Notice") to be served or required to be made pursuant to this Agreement, is to be in writing and either served by post to the addresses as detailed in this Agreement or emailed to the Parties addresses as detailed at the start of this Agreement or Schedule 1.

**19: PROVISIONS SEVERABLE:**

If any provision of this Agreement is invalid or unenforceable in any respect, the validity, and enforceability of the remaining provisions will not be affected and such invalid or unenforceable provision are to be severed from this Agreement.

**20: GOVERNING LAW:**

20.1 This Agreement and the transactions contemplated by it are governed by and construed in accordance with the laws of the State of Victoria, Australia and the Parties irrevocably submit to the exclusive jurisdiction of the courts in that State.

20.2 This clause shall survive the termination or expiration of this Agreement.

**21: VARIATION:**

No part of this Agreement may be amended or modified unless reduced to writing making specific reference to this Agreement and signed by the Parties.

**22: ENTIRE AGREEMENT:**

This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and representations.

**SIGNATORIES TO AGREEMENT:**

The Parties to this Agreement declare that the information provided on all relevant forms used to approve this application and details listed in this Agreement are to the best of their knowledge true and correct.

**A: The Church** *(to be signed by the Applicant)*

<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Signature:</b>	

**B: The Pastor** *(to be signed by the Pastor)*

<b>Date:</b>	
<b>Name:</b>	
<b>Signature:</b>	

**C: CCCVaT** *(to be signed by a person authorised by CCCVaT to do so.)*

<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Signature:</b>	

# SCHEDULE 1:

<b>a: Commencement:</b>			
<b>b: Term:</b>	36 months from commencement.		
<b>c: Contributions:</b>	<b>Period</b>	<b>Church</b>	<b>CCCVaT</b>
	<b>Total</b>		
<b>d: Payment Schedule:</b>	CCCVaT's contribution will be paid quarterly in advance, subject to the terms and conditions of the CARE – Revitalisation Grant Guidelines and this Agreement.		

**Complete the Agreement and post it to:** CCCVaT PO Box 521 Blackburn VIC 3130

*[Post the entire application, do not post part of it or email it]*