

# Veteran Wellbeing Voucher Program

## Terms and Conditions

### Veteran Wellbeing Voucher Program Overview

#### Background

The Veteran Wellbeing Voucher Program (the Program) was a 2021 State Election commitment by the Tasmanian Government which committed \$200,000 over the next four years (\$50,000 a year) to establish the program. It is designed to support the health and wellbeing of veterans by providing partial reimbursement of the cost of sporting membership and/or registration for eligible Tasmanian veterans. Veterans can apply for a voucher with a value up to \$100 to be used toward the cost of sporting club or gym membership or registration per financial year.

#### Objectives

The key objective of the Program is to increase the number of veterans participating in sport and active recreation to support their health and wellbeing.

The project supports the Tasmanian Government's objective of Tasmania being the healthiest population by 2025, including a reduction in the obesity rate to below the national average.

The Tasmanian Government is committed to increasing opportunities for all Tasmanians to participate in sport and physical activity to achieve these goals.

#### Definitions

In this document the following definitions apply:

Sport	A human activity involving physical exertion and skill as the primary focus of the activity, with elements of competition where rules and patterns of behaviour governing the activity exist formally through organisations and is generally accepted as a sport (Australian Sports Commission).
Active recreation	Activities engaged in for the purpose of relaxation, health and wellbeing or enjoyment with the primary activity requiring physical exertion, and the primary focus on human activity.
Veteran activity provider	A gymnasium or sporting club (providing active recreation activities) approved by Community Partnerships and

Priorities (CPP) to accept and redeem the Veteran Wellbeing Voucher Program vouchers.

Participant An eligible veteran who has received a voucher under the program.

Voucher Veteran Wellbeing Voucher Program vouchers are sent by email and contain a code. The code is a combination of letters and numbers in the following format: YYV-XXX-XXXX-XXX (e.g. 22V-3GU-IAB0-7AI)

## **APPROVED VETERAN ACTIVITY PROVIDERS**

1. These Terms and Conditions apply to activity providers wishing to participate in the Veterans Wellbeing Voucher Program (the Program).
2. The Approved Veteran Activity Provider's eligibility to participate in the Program is subject to compliance with these Terms and Conditions.
3. These Terms and Conditions apply without limitation to or from the Participant Terms and Conditions.
4. Failure to comply with the Terms and Conditions can result in the termination of your approval as an Approved Veteran Activity Provider.

### **Veteran Activity Provider Eligibility Criteria**

5. Sporting clubs and gyms are eligible to be veteran activity providers where they meet the following criteria:
  - a. have appropriate processes in place to ensure compliance with the Working with Vulnerable People 2013 Act
  - b. All sporting clubs must be:
    - incorporated, not-for-profit entities;
    - a provider of a sport recognised by Sport Australia;
    - affiliated to the relevant state or national sporting organisation.
  - c. All Gyms must:
    - be a registered business with an ABN;
    - have a least one member on staff who has a Certificate III or IV in Fitness.

AND meet the following criteria:

- a. Ensure that all coaches, referees, first aid officers and other relevant staff and volunteers hold the relevant skills, experience, or qualifications for low-risk activities they provide, and/or appropriate accreditation for high-risk activities, specifically swimming and fitness activities.

- b. Hold current Certificates of Currency for professional indemnity and Public Liability insurance policies appropriate to the type and level of activities being delivered.

### **Formation of the Agreement**

6. By completing the form, you agree to the Program Terms and Conditions.
7. You will be notified by CPP if your application to be registered as an Approved Veteran Activity Provider has been successful, and your organisation name will be listed on the *Participating Clubs* page of the Program website. Where this occurs, an Agreement will exist between you and CPP.

### **Term of the Agreement**

8. The term of the Agreement commences upon approval of your application and your agreement of these Terms and Conditions and continues until terminated by either party.
9. Approved Veteran Activity Providers indicate their acceptance of these Terms and Conditions by inserting a check mark in the Acknowledgement of Acceptance of the Terms and Conditions box on the webpage.

### **Obligations of Approved Veteran Activity Providers**

10. As a Registered Veteran Activity Provider, you agree:
  - a. that you meet the Eligibility Criteria for registration;
  - b. to comply with the Approved Veteran Activity Provider Terms and Conditions while participating as an Approved Veteran Activity Provider of the Program;
11. If an Approved Veteran Activity Provider no longer meets the Eligibility Criteria, the Provider must notify CPP immediately.
12. Approved Veteran Activity Providers will confirm before registering an Eligible Participant and redeeming the Voucher:
  - a. the club or organisation membership or participation rules;
  - b. participation opportunities available to the Eligible Participant;
  - c. membership and participation fee inclusions and exclusions;
  - d. additional costs associated with membership or participation; and
  - e. attendance requirements.

### **Activities Eligible for Voucher Use**

13. Approved Veteran Activity Providers can only accept a Voucher, to pay costs towards membership or participation fees for activities which meet the following criteria:
  - a. structured activities including training sessions, sporting matches or competitions
  - b. activities which require participation of the Eligible Participant of six weeks or longer
  - c. provide a level of physical activity

14. Vouchers must not be used for the costs of any individual items not covered by the membership or participation fees, including but not limited to:
  - a. uniforms
  - b. boots
  - c. equipment
  - d. travelling costs
15. Vouchers can only be redeemed for up to a maximum of \$100 to go towards the usual membership or participation fees charged by the organisation.

### **Voucher Acceptance**

16. Approved Veteran Activity Providers must collect Vouchers at the time of registration of an Eligible Participant.
17. Approved Veteran Activity Providers must maintain accurate records of Voucher redemptions for payment acquittal and auditing purposes.
18. Approved Veteran Activity Providers can only accept one Voucher per Eligible Participant (named on the Voucher) each financial year

### **Verification**

19. Approved Veteran Activity Providers are responsible for verifying that the Eligible Participant is listed on a valid card issued by the Commonwealth Department of Veterans' Affairs (DVA) (either gold, white or general) or a card issued by the Commonwealth Department of Defence (DoD) under the same name as listed on their Veteran Wellbeing Voucher Program voucher email.
20. CPP reserves the right, at its discretion, to verify information provided as part of the application process by a Veteran Activity Provider or the process for redeeming Vouchers. Verification may include, without limitation, the following:
  - a. requesting the provision of additional information from the Participant or Approved Veteran Activity Provider.
21. You must retain copies of all documents associated with receiving and redeeming a Voucher under the Program for 12 months after receiving the Voucher, to allow for verification if required.
22. CPP reserves the right to require additional information or clarification from you or anyone else to allow for verification if required.
23. You must provide any copies of documents associated with the Program to CPP when requested to do so.

### **Membership or Participation Fees**

24. When an Eligible Participant presents a Voucher at the time of registration, the Approved Veteran Activity Provider must reduce the amount payable for that Eligible Participant by up to \$100, noting that:
  - a. if the membership and/or participation fees are more than \$100, you will be required to seek the difference from the Eligible Participant and CPP will not be liable to you for any fees;

- b. if the membership and/or participation fees are less than \$100, the balance is not redeemable in cash or to be used towards other fees or items;
  - c. the Voucher is not transferable to another participant and can only be used for membership or participation fees for the Eligible Participant named in the Voucher email.
25. Approved Veteran Activity Providers must not increase membership or registration fees to maximise voucher reimbursement. If this occurs, it may result in the Approved Veteran Activity Provider not being approved should the program continue.

### **Voucher Redemption**

26. Vouchers can only be redeemed online or as otherwise advised by CPP.
27. Approved Veteran Activity Providers can only redeem a Voucher once and provide all information requested during the redemption process.
28. CPP may, at its discretion, permit late redemption of vouchers where an Approved Veteran Activity Provider was unable to submit redemptions before the program close date due to extenuating circumstances.
29. Nominated banking details provided for voucher redemption must be in the name of and/or under the control of the club or organisation.
30. The representative claiming funds on behalf of the Approved Veteran Activity Provider must be the duly authorised delegate or officer of the organisation.
31. Approved Veteran Activity Providers must advise CPP of any changes to nominated bank details or office bearers as soon as possible.
32. Approved Veteran Activity Providers should contact CPP immediately if unable to redeem a Voucher or if payment of funds is not received within 10 business days.
33. CPP may, at its discretion, redeem Vouchers on behalf of an Approved Veteran Activity Provider in circumstances where the Approved Veteran Activity Provider is not able to complete the redemption process.

### **Payment**

34. Funds should be transferred into the Approved Veteran Activity Provider's nominated bank account within ten business days from the day of redemption, depending on the Approved Veteran Activity Provider's financial institution and that the correct information has been supplied.
35. CPP is not responsible or liable to the Approved Veteran Activity Provider where funds are not received into the nominated bank account within ten business days.
36. CPP is under no obligation to re-transfer funds where the Approved Veteran Activity Provider has not submitted up-to-date or accurate bank account details, and the transferred funds were not received by the Approved Veteran Activity Provider.

### **Repayment**

37. Approved Veteran Activity Providers must comply with a direction by CPP to repay the Voucher amount if required to do so.
38. CPP may require Approved Veteran Activity Providers to repay the Voucher amount redeemed in certain circumstances, including but not limited to:
  - a. information provided when registering as an Approved Veteran Activity Provider or accepting and redeeming a Voucher, is untrue, false, misleading or deceptive;
  - b. the Activity Veteran Provider Eligibility Criteria were not complied with;
  - c. the Approved Veteran Activity Provider does not provide approved activities such as training, sporting games or competitions for six weeks or more; or
  - d. the Approved Veteran Activity Provider has otherwise not complied with these Terms and Conditions.
39. Notwithstanding clause 62, CPP may, at its discretion, decide that due to the existence of exceptional circumstances an amount is not required to be repaid. In making such a decision, CPP may require you to provide satisfactory evidence of the existence of exceptional circumstances.
40. For any amount repayable under clause 62 by an Approved Veteran Activity Provider, the Approved Veteran Activity Provider is prohibited from seeking to recover part or all the amount repayable from an Approved Participant.

### **Closure, Suspension or Variation of Veterans Health and Wellbeing Voucher Program**

41. CPP reserves the right, at any time, to:
  - a. vary these Terms and Conditions including, without limitation, the Voucher amount, the number of Vouchers available, the Eligibility Criteria, the process for redeeming the Vouchers or requirements;
  - b. suspend or close, the Veteran Wellbeing Voucher Program;
  - c. reduce or extend the period of the Veteran Wellbeing Voucher Program.
42. Any changes to these Terms and Conditions or action taken to suspend or close the Veteran Wellbeing Voucher Program will be notified on the Program website and communicated with Participants and Approved Veteran Activity Providers.

### **General**

43. The Approved Veteran Activity Provider delivers activities under the Program entirely at its own risk.
44. CPP is not liable for any injuries that may be sustained by any Participant while participating in the sport or recreation activity or the organisation's participation in the Program. CPP expressly disclaims all liability, to the extent permitted by law, for any loss, injury, damage, or other negative consequence whatsoever whether direct or indirect, which may arise from the Participant or Approved Veteran Activity Provider's participation in the Program.
45. The Approved Veteran Activity Provider indemnifies CPP and its employees against all loss, damage, claims, and expenses arising out of, relating to or in connection with any breach of any of these terms and conditions by the Approved Veteran Activity Provider, except to the extent that such loss, damage, claims, and expenses are

caused by the negligent, wrongful, or unlawful acts or omissions of CPP or its employees.

46. The Approved Veteran Activity Provider must not assign or subcontract its obligations under the Terms and Conditions or in relation to a Voucher, without CPP's written consent.
47. No clause under these Terms and Conditions will be waived except by notice in writing signed by the Approved Veteran Activity Provider and the Department of Premier and Cabinet.
48. The Veteran Wellbeing Voucher Program, all related documents, and the legal relationship between the parties, are governed by the laws of the State of Tasmania. If any of these terms and conditions is held to be invalid, unenforceable, or illegal for any reason, the remaining Terms and Conditions will continue in full force.
49. Where CPP has issued a notice to a physical or electronic address provided by the Approved Veteran Activity Provider, the notification will be deemed to have been received by the Approved Activity Provider:
  - a. immediately upon receipt of electronic transmission confirmation; or
  - b. within 7-10 business days from date of posting.
50. An Approved Veteran Activity Provider must provide any information and reporting regarding its activities under the Program requested by CPP.
51. If requested during or after participation in the Program, the Approved Veteran Activity Provider must participate in research and evaluation activities undertaken by CPPR.
52. The Approved Veteran Activity Provider consents to receive information, including marketing and promotional material, from CPP in relation to the Program.
53. The Approved Veteran Activity Provider must comply with any reasonable request or direction from CPP in relation to the Program, including specified measures to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons.
54. CPPR may at any time by notice, at its discretion, terminate the participation of an Approved Veteran Activity Provider in the Program.

### **Working with Vulnerable People**

55. Where necessary, Approved Veteran Activity Providers must have appropriate processes in place to ensure compliance with the Working with Vulnerable People 2013 Act.
56. The Approved Veteran Activity Provider must immediately notify CPP if it becomes aware that an employee, officer, or volunteer of the Approve Activity Provider:
  - a. does not comply with the Working with Vulnerable People 2013 Act;
  - b. is under investigation by any authority for any child-related offence or misconduct (except where the Approved Veteran Activity Provider is prohibited by law from disclosure of information); or
  - c. records a conviction under any child protection legislation.

### **Personal Information Protection**

57. Information for the Program is collected by CPP, a division of the Department of Premier and Cabinet. The Program can be contacted at:

Veteran Wellbeing Voucher Program

Community Partnerships and Priorities

PO BOX 123

Hobart, TAS, 7000

1800 009 501

[veterans@communities.tas.gov.au](mailto:veterans@communities.tas.gov.au)

58. Information collected as part of the Program is subject to the Personal Information Protection Act 2004 (Tas).

59. Individuals can access the Program website without disclosing personal information.

60. CPP may collect non-personal information in gathering statistical information on how the Program website is used, or to assist individuals in navigating through the website.

61. CPP will record an individual's personal information when a Program application form is submitted.

62. Consent to collect, use and store personal and sensitive information is confirmed when an individual carer submits a completed Program online application form including a check mark in the box marked Acknowledgement of Acceptance of the Terms and Conditions, or provides relevant information to CPP staff by phone or email.

63. The information a participant provides through the online application form is collected for the purposes of:

- a. issuing a Program voucher
- b. gathering de-identified statistical information about the Program
- c. contacting participants to verify information, gather feedback or participate in a survey about the Program.

64. Participant information collected includes:

- a. Name
- b. Residential address
- c. Email address
- d. Phone number
- e. Date of birth
- f. DVA or DoD card number, card expiry date and card type.

### **Responses to survey questions**

65. If the information provided by the participant is incomplete, CPP may not be able to issue a Program voucher.

66. The information an Approved Veteran Activity Provider or an applicant activity provider provides is collected for the purposes of:



- a. registration as an Approved Veteran Activity Provider
  - b. enabling redemption of Vouchers
  - c. publishing relevant details of Approved Veteran Activity Providers (such as organisation name, website, and sport/recreation activity) on the Program website.
67. Approved Veteran Activity provider information collected through the Recipient Information Form includes:
- a. Organisation name
  - b. Australian Business Number (if applicable)
  - c. Postal Address
  - d. Email address
  - e. Phone number
  - f. Organisation contact person details:
  - g. Name
  - h. Role in organisation
  - i. Phone number
  - j. Email address
  - k. Financial institution account details
  - l. Account name
  - m. Bank/financial institution
  - n. Branch
  - o. BSB
  - p. Account number
68. If the information provided by the Approved Veteran Activity Provider is incomplete, CPP may not be able to provide payment for redeemed vouchers.
69. The intended recipients of personal information collected under the Program includes:
- a. CPP staff members
  - b. Approved Veteran Activity Providers
  - c. Providers of Information Technology Services contracted by CPP to build, maintain, and support the online platform and databases.
70. De-identified statistical information about Voucher applications and Voucher use at Approved Veteran Activity Providers may also be distributed by CPP, provided to members of Parliament, and relevant sport and recreation organisations.
71. CPP will ensure that personal information will not be used or disclosed to other State institutions and authorities except if required or allowed by law.
72. CPP has implemented technology and security policies, rules, and measures to protect personal information collected from unauthorised access, improper use, unsanctioned alteration, unlawful or accidental destruction and accidental loss.
73. CPP will destroy or permanently de-identify personal information if it is no longer needed for any purpose with the approval of the State Archivist as all records are subject to the Archives Act 1983.
74. Individuals can access and correct their personal information or lodge a privacy complaint by contacting CPP.