

# Territory Business Lockdown Payment

## Terms and Conditions

Effective 25 November 2021

## Contents

<b>1. Objective</b> .....	<b>3</b>
<b>2. Program Definitions</b> .....	<b>3</b>
<b>3. Program Participation</b> .....	<b>4</b>
3.1. Eligibility .....	4
3.2. Application Process .....	4
3.3. Payment of Funding .....	4
3.4 Top-Up Payment - Katherine and Robinson River	
<b>4. Changes to Program</b> .....	<b>5</b>
<b>5. Privacy</b> .....	<b>5</b>
<b>6. Due Diligence, Audit and Compliance with Law</b> .....	<b>6</b>
<b>7. Release and Indemnity</b> .....	<b>6</b>
<b>8. Program End</b> .....	<b>6</b>

## 1. Objective

The Territory Business Lockdown Payment ('Program') has been established to provide immediate financial support to businesses in a Lockdown Area and during a Lockdown Period.

## 2. Program Definitions

**Audit** means the Department's right to check original documents and undertake inspections of the books of account of an Eligible Business upon giving the Eligible Business reasonable notice, as well as make enquiries of any other Northern Territory Government Department to ascertain compliance with any laws of the Territory relevant to the Eligible Business.

**Department** means the Northern Territory Government, Department of Industry, Tourism and Trade.

**An Eligible Business:**

- a) is a Territory Enterprise; and
- b) holds a valid Australian Business Number as at the date of announcement of the Lockdown; and
- c) is located within a declared Lockdown Area; and
- d) was providing goods and/or services to the public wholly or substantially in the Northern Territory as at the date of announcement of the Lockdown; and
- e) is actively trading with an annual turnover of at least \$75,000 and less than \$10 million; and
- f) has fewer than 20 full time equivalent (FTE) employees; and
- g) has had to temporarily cease or significantly reduce trading (ie. suffers a drop of 50% or more in turnover) as a direct result of the Lockdown.

To be an Eligible Business a not-for-profit organisation must be validly incorporated under Northern Territory or Commonwealth legislation and must be fully compliant with all its statutory obligations.

**Excluded Recipients** are private and public schools, private and public educational institutions, government agencies, government owned/ controlled bodies, statutory corporations, local government bodies and businesses that have not had to cease or significantly reduce trading as a direct result of the Lockdown.

**Extended Closure** means the period between the time that the Lockdown is cancelled and the time when additional restrictions imposed by the Chief Health Officer on defined businesses and/ or defined industries are completely lifted.

**Top-Up Small Business Payments** are available for businesses that are unable to operate due to the Chief Health Officer directions for a period beyond 7 days where the business meets all the criteria in clause 3.4.

**Lockdown** means one or more restrictions have been put in place by the Northern Territory Government or Australian Government which prevent Eligible Businesses from trading in the ordinary course of their business due to restriction on public movement.

**Lockdown Area** means the area determined by the Chief Health Officer for the Northern Territory from time to time.

**Lockdown Period** means the number of days that the Lockdown remains in place.

**Grant** means a cash payment as described in Clause 3.3.

**Territory Enterprise** is a business that satisfies all of the following:

- a) operating in the Northern Territory - the enterprise is actively trading out of premises located in the Northern Territory; and
- b) has a significant permanent presence - the business maintains an office, manufacturing facilities or other permanent base within the Northern Territory; and
- c) employs Northern Territory residents.

All participants should note that payments made under the program are at the sole and complete discretion of the Department and no correspondence will be entered into, regardless of whether an applicant meets the eligibility criteria or not. The NT Government is committed to observing strict probity in the distribution of grant monies in order to achieve transparency, fairness and equity in the administration of grant funding.

### 3. Program Participation

Applications must be made to the Department and comply with all processes and procedures contained in these Terms and Conditions and that the Department may otherwise set from time to time.

The application form and other information for Eligible Businesses will be available online at [businessrecovery.nt.gov.au](https://businessrecovery.nt.gov.au).

#### 3.1. Eligibility

In order to participate in the Program a business must meet the definition of an Eligible Business. An Eligible Business may only apply once for a grant regardless of the number of premises from which it operates.

#### 3.2. Application Process

Applicants must visit [businessrecovery.nt.gov.au](https://businessrecovery.nt.gov.au) and follow the links to fill out the online form and upload the required supporting documentation.

#### 3.3. Payment of Funding

A one-off Grant of \$1000 will be available to Eligible Businesses for a Lockdown Period.

Eligible Businesses that were ordered to close or stay closed during an Extended Closure period by the Chief Health Officer (CHO) under CHO Directions No. 85 and No. 86 of 2021 (including but not limited to gyms, indoor or outdoor markets, indoor public swimming pools and others that were forced to close due to the impact of the restrictions in place) will be able to apply for an additional one-off \$1000 Grant.

To apply for the Extended Closure payment, businesses must have applied and been found eligible for a Grant of \$1000 due to the Lockdown.

#### 3.4. Top Up Payments

A top-up Grant of between \$1000 and \$4000 per week will be available for businesses that are Eligible Businesses under the definition in these Terms and Conditions and in addition, meet the following additional criteria:

- a) The business is located in a lockdown area, or if the business is outside a lockdown area, it must have been directed by the CHO to cease trading because it is deemed a COVID-19 exposure site and requires additional measures to be taken before re-opening (for example deep cleaning) and;

- b) has not been able to operate for 7 days or more due to the CHO directions and;
- c) is has not ceased trading only because it's workers are not vaccinated in line with government directions or for other reasons that would prevent the business from operating normally

A tiered payment structure is detailed below based on the amount of yearly turnover recorded by an eligible business.

BUSINESS TURNOVER	PAYMENT PER WEEK
\$75K-\$2M	\$1,000
\$2M-\$5M	\$2,000
\$5M-\$10M	\$4,000

Top-up payments will be made to businesses on a weekly basis until the end of the restrictions on the affected business or until the program end, whichever occurs first.

## 4. Changes to Program

The Department reserves the right to:

- vary these terms and conditions, the eligibility criteria or any other documented rule or procedure relating to the Program at any time; and
- accept or reject any application for participation in the Program in its absolute discretion;
- seek a refund from a successful Eligible Business if the Department's subsequent Audit determines that the business was in fact not eligible; and
- In addition to Clause 8, cease the Program at any time should Northern Territory Government policy change.

## 5. Privacy

In this section, a reference to "you" is a reference to a participant.

The Department is bound by the *Information Act 2002 (NT)* and will only ever use information in accordance with the Northern Territory Government's Information Privacy Principles. These principles are available at [www.infocomm.nt.gov.au/privacy/information-privacy-principles](http://www.infocomm.nt.gov.au/privacy/information-privacy-principles) or by contacting the Information Commissioner Northern Territory on 1800 005 610.

Recipients should read the Department's [Privacy Policy<sup>1</sup>](#) and by providing information to the Department under the Program, Businesses and Recipients agree to the following Privacy Statement:

Information collected as part of the Program application process is collected in accordance with the Program's terms and conditions and for the purposes of assessing participant eligibility, audit; monitoring; evaluation; and reporting.

By applying to participate in the Program, you consent to the Northern Territory Government:

- (a) storing information, including personal information (such as names and personal contact details);

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<sup>1</sup> <https://industry.nt.gov.au/publications/business/policies/privacy-policy>

- (b) using the information, including personal information for the purposes mentioned under the paragraph above;
- (c) transferring some of this information, including personal information, outside of the Northern Territory (but not outside Australia) for the purpose storing it; and
- (d) releasing non-sensitive information, de-identified data in accordance with the Northern Territory Government's open data policy.

If you have provided personal information of another individual to the Northern Territory Government, you warrant that you have informed the person to whom the personal information relates that the personal information will be provided to the Northern Territory Government, and of the Northern Territory Government's intended use of this personal information, and that you have obtained consent from all such persons to allow the Northern Territory Government to use and disclose their personal information in this manner.

## 6. Due Diligence, Audit and Compliance with Law

All participants in the Program acknowledge:

- (a) that the Department will conduct such due diligence enquiries as it sees fit in order to ensure the integrity of the Program and that the allocated funding is used strictly in accordance with the intent of the relevant government policy.
- (b) that it is a condition of participation in the Program that applicants comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that the applicant ensure they are aware of their obligations under the *Independent Commissioner Against Corruption Act 2017* (the Act) and that none of their officers, employees, and/or members engage in improper conduct as that term is defined in the Act.

All participants in the Program acknowledge and expressly agree to the Department seeking from and sharing information with other NT Government agencies, as well as such external professional advisers as it may need to do in order to assess eligibility, such as conveyancers / solicitors.

The Department reserves the right to conduct an Audit at any time during the Program or within 12 months after the Program's End Date.

By applying to participate in the Program, applicants declare that they expressly agree to the Department having access to any private register of information in relation to the Business, and to the Department using, storing and releasing for lawful purposes, their information, including personal information.

## 7. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the applicant declares and warrant to the Department that they have read, understood and fully accept these terms and conditions and fully release and indemnify the Department against any loss or damage he/she/it/they may suffer of any nature whatsoever (including without limitation personal injury or death) caused or contributed to by participation in the Program.

## 8. Program End

The Territory Business Lockdown Payment is a result of a decision by the NT Government to provide funding to assist Eligible Territory Businesses. The program will start as and from the issue of a direction by the Chief Health Officer and will end on the date that the NT Government publishes the cessation of the program.