

Jobs Rescue and Recovery plan

Home Improvement Scheme

Business Improvement Grants

Immediate Work Grants

Terms and Conditions

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1. Whole Program Parameters

1.1. Introduction

The Jobs Rescue and Recovery Plan (the Program) has been designed and is intended to protect Territorians from the deep economic impact of the coronavirus and aims to keep shops and businesses open, cash flowing and Territorians working. The Program is short term and is directed at saving jobs, protecting businesses and keeping the Territory's economy on the road to recovery. The Program will achieve this by encouraging Northern Territory home owners, businesses and not-for-profit organisations to engage local service provider businesses to undertake improvements, repairs and maintenance on their homes and business premises.

1.2. General

1.2.1. Program Objective

The objective of the Program is to provide an immediate stimulus to the economy to help keep businesses open, cash flowing and Territorians working.

1.2.2. Program Definitions

Audit means the Department's right to check original documents and undertake onsite inspections of property where works are completed to ensure the works are carried out in line with a quotation and otherwise in accordance with the terms of the Program. As a condition of being registered to participate in the Program, the Business agrees to present, upon request by the Department within 10 working days of the request, any Vouchers redeemed, as well as all receipts, photos, quotations and/ or invoices related to the works the subject of the Voucher.

Department means the Northern Territory Government, Department of Trade, Business and Innovation.

Eligible Business or **Business** is a service provider that is a Territory Enterprise and:

- is a legal entity (a natural person or an incorporated entity), with or without a registered business name; and
- holds a valid Australian Business Number as of the date the Program was announced (18 March 2020); and
- was providing its services wholly or substantially in the Northern Territory as at the date the Program was announced (18 March 2020); and
- has and will maintain during the course of the Program (and will provide copies upon request), all relevant business, occupation and related permits, licences and insurance coverage required to undertake work in connection with the Program, including valid public liability insurance policy with minimum \$10 million cover, Workers Compensation, Professional Indemnity, and all other relevant insurances to cover its usual business risks; and
- has successfully registered with the Department to be part of the Program; successful registration is dependent upon satisfactory results of due diligence the Department may conduct in its absolute discretion; and

- unless they are a Licensed Builder, will carry out the labour component of any Eligible Works it provides a quotation to conduct (ie, does not merely supply products or components to be installed as part of Eligible Works);
- (a) subject to any specific terms for Sub-Programs; and
- (b) subject to any requirement to use a licensed professional to conduct such works; and
- (c) subject to its right to outsource or subcontract part of Eligible Works under Sections 2, 3 and 4 of these Terms and Conditions.

Eligible Recipient is specific to each Sub-Program and is defined under Sections 2, 3 and 4.

Eligible Works are physical improvements, repairs or maintenance services (other than Excluded Works) that are intended to stay in a Property permanently. Eligible Works must demonstrate value for money, include a labour component and be carried out by an Eligible Business that is not Related to the Eligible Recipient.

The Department will in its absolute discretion decide whether works are eligible under the Program.

See also Excluded Works.

Excluded Works are:

- (a) **Excluded Works** are:
- (b) solar photovoltaic panels and solar photovoltaic panel installations and batteries; and
- (c) works that are to be carried out by the Eligible Recipient on a 'Do it Yourself' basis; and
- (d) works that are to be carried out by an Eligible Business that is Related to the Eligible Recipient; and
- (e) any other works determined to be excluded by the Department in its absolute discretion.

The exceptions to Item (a) above are (the below works are eligible):

- (a) solar and solar energy efficient hot water systems (including heat pumps and evacuated tubes); and
- (b) other energy efficiency works and other general electrical works such as works to switchboards.

Invoice means a compliant invoice issued by an Eligible Business that matches the compliant quotation given by that Business which forms the basis of the Recipient's application for a Voucher.

Licensed Builder means a builder who is either registered as a building practitioner in the Northern Territory, or accredited by Contractor Accreditation Limited, or both.

Program means the Jobs Rescue and Recovery Plan as described in these Terms and Conditions.

The Program comprises the following **Sub-Programs**:

1. Home Improvement Scheme – 'HIS' (Section 2)
2. Business Improvement Grant – 'BIG' (Section 3)
3. Immediate Work Grants – 'IWG' (Section 4)

Property is specific to each Sub-Program and is defined under Sections 2, 3 and 4.

Related means:

- (a) in relation to a company:
 - i. a director or member of the body or of a related body corporate; or

- ii. a Relative of a director or member; or
 - iii. a Relative of the spouse of a director or member; or
 - iv. an employee of the company or a Relative of an employee of the company.
- (b) in relation to any other kind of legal entity,
- i. a proprietor, partner or any other person exercising control (whether on their own or jointly with others) over the management of the Business; or
 - ii. a Relative of any person falling within (b)i. above; or
 - iii. an employee of the Business or a Relative of an employee of the Business
- (c) in relation to a person, means a Relative of that person.

Relative in relation to a person, means the spouse, parent or grandparent, child or grandchild or brother or sister of the person.

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

- operating in the Northern Territory - the enterprise is currently engaged in productive activities out of premises within the Northern Territory (i.e., production of goods or delivery of services); and
- has a significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the Northern Territory; and
- employs Northern Territory residents.

Voucher means a payment instrument issued by the Department to an Eligible Recipient to use as part payment for the invoice issued by the Eligible Business.

1.3. Program participation

The Program is open to Eligible Businesses and Eligible Recipients.

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.

1.4. Eligibility criteria and processes – Eligible Business

1.4.1. Eligibility

To participate in the Program, the business must be an Eligible Business and must be registered with the Department.

1.4.2. Registration process

The Program will open to Business registrations at 9.00am on 30 March 2020.

By applying to the Department for registration as an Eligible Business, the Business declares and warrants to the Department that it has read, understood and fully accepts these Terms and Conditions and fully releases and indemnifies the Department against any loss or damage the Business may suffer of any nature whatsoever in relation to any works carried out by the Business under the Program. One time registration is valid for all three Sub-Programs, ie. HIS, BIG and IWG.

1. Go to <https://businessrecovery.nt.gov.au>
2. Follow the link to the online application form, fill out required details, upload required documents and make the declaration
3. Fill out the NT Government vendor form (if not already registered as a vendor)
4. Make the declaration

1.4.3. Quotation process

Once the Business has received notification from the Department of its registration to participate in the Program, the Business may provide quotation/s to a Recipient. Recipients will lodge the quotation with the Department as part of their application for a Voucher.

Businesses should note that Recipients cannot obtain a Voucher in respect of quotes from Businesses which are Related to (or a Relative of) the Recipient.

The following elements must appear on the quotation:

- Business name
- Australian Business Number
- Business contact person and contact details
- Quotation date
- Quotation expiry date
- Address of proposed works
- Name of Recipient (Recipient)
- Description of works
- Total price (clearly showing any GST component/s separately)
- An estimate of the start and completion dates of the Eligible Works
- Name, contact details and email address of each sub-contractor to be used and the corresponding value of work undertaken by each sub-contractor (if applicable)
- Payment terms and conditions
- Clearly state that a valid NT Government-issued Voucher will be accepted as part- or full payment upon completion of the agreed works depending on Program and Sub-Program criteria and total value of the Eligible Works

Download a [quotation template \(docx 24 kb\)](#)¹ | [quotation template \(pdf 114 kb\)](#)².

1.4.4. Invoicing process

If the Recipient's application is approved, they will be issued with a Voucher for the contribution assessed under the terms and conditions of the Program.

¹ https://businessrecovery.nt.gov.au/_data/assets/word_doc/0005/808754/quotation-template.docx

² https://businessrecovery.nt.gov.au/_data/assets/pdf_file/0004/808753/quotation-template.pdf

Once the work has been completed, the Business must submit its valid tax invoice containing the following information to the Recipient:

- Business name
- Australian Business Number
- Contact person and contact details
- Invoice date
- Address of works
- Person(s) invoiced (Recipient) and address/ contact details
- Description of works undertaken
- Total price (clearly showing any GST component/s separately)
- Payment terms and conditions
- Clearly state that a valid NT Government-issued Voucher is accepted as part-payment
- Breakdown of the amount covered by the Voucher and the amount not covered by the Voucher, including showing GST amounts separately as well as the GST for the total invoice

Download an [invoice template \(docx 21 kb\)](#)³ | [invoice template \(pdf 139 kb\)](#)⁴.

Note: The invoice must match the approved quotation.

The Business must then obtain both the Voucher and the remainder of monies owing on the invoice from the Recipient and redeem the Voucher through the online redemption process – refer to Clause 1.4.5.

All Eligible Works must be completed:

- For the Home Improvement Scheme, within three (3) months of the date of issue of the Voucher or by 31 May 2021, whichever is sooner
- For the Business Improvement Grants and the Immediate Work Grants, within six (6) months of the date of issue of the Voucher or by 30 April 2021, whichever is sooner

All applications for Voucher redemption by Eligible Businesses must be received by 30 June 2021 for processing.

1.4.5. Voucher redemption process

Once the Eligible Works have been completed and the Recipient has paid the invoice using the signed Voucher (and their own monies, if relevant) to redeem the Voucher the Business must apply to the Department through the online redemption process **within 2 months of the completion of the Eligible Works** (as evidenced by the dated and signed Voucher handed by the Eligible Recipient or by the End Date, whichever is sooner). The Business must log in to their account and provide the following details:

- Business details
- Voucher number

³ https://businessrecovery.nt.gov.au/_data/assets/word_doc/0007/808756/invoice-template.docx

⁴ https://businessrecovery.nt.gov.au/_data/assets/pdf_file/0006/808755/invoice-template.pdf

- Voucher amount
- Invoice total
- Total amount paid by the Recipient (minus the Voucher amount)
- Attach a scanned copy of the invoice, receipt and Voucher signed by the Recipient
- Complete the online declaration confirming that the Business will retain the original Voucher, and a copy of the quotation, invoice and receipt and present them to the Department upon request during an Audit
- Complete such other declarations as may be contained in the form of declaration on the website, including (where applicable) that any sub-contractors used have or will be paid within the terms of a valid tax invoice

For assistance with online redemption, Businesses may contact the Department via business.nt.gov.au/recovery.

1.5. Outsourcing and sub-contracting permitted

An Eligible Business may outsource and/or sub-contract part of the labour component of the conduct of Eligible Works to another Eligible Territory Business and satisfactory evidence of such must be provided to the Department at the same time as approval for a quotation is sought. Where part of Eligible Works are sub-contracted:

- (a) the head contractor must not sub-contract more than 50% of the total value of the labour component of the Works, unless they are a Licensed Builder; and
- (b) a sub-contractor must be paid within the terms of a valid tax invoice issued by the sub-contractor to the Eligible Business, regardless of when a Voucher is redeemed.

1.6. No incentives to be offered or accepted

A Business must not offer to a Recipient, and a Recipient must not ask for or accept from the Business (or anyone acting on behalf of the Business), any offer of a benefit (whether monetary or otherwise) to the Recipient or any third party, as inducement to the Recipient to accept a quotation, other than the completion of the Eligible Works set out and described in the quotation.

1.7. GST

The amount of the Voucher is **exclusive** of GST and if the Business is registered for GST, then GST will be paid by the Department in addition to the total value of the Voucher at the time of redemption. The Recipient therefore only pays GST on the difference between the invoice total and the Voucher value after GST is added.

1.8. Eligibility criteria and processes – Eligible Recipient

1.8.1. Eligible Recipient

Only an Eligible Recipient may participate in each of the Sub-Programs (HIS, BIG and IWG) and apply for a Voucher. An Eligible Recipient must not apply for a Voucher if the Eligible Recipient is Related to (or is a Relative of) the Eligible Business that provides a quotation.

1.8.2. Voucher application process

Recipients will be able to apply for a Voucher from:

- (a) 9.00am on 6 April 2020, for Home Improvement Scheme Recipients, subject to the provisions of Clause 2.1 regarding Eligible Recipients
- (b) 9.00am on 13 April 2020, for Business Improvement Grants Recipients
- (c) 9.00am on 20 April 2020, for Immediate Work Grants Recipients

In order to apply for a Voucher, the Recipient must obtain their quote from an Eligible Business, then go to <https://businessrecovery.nt.gov.au> and follow the links to fill out the online forms and upload the required supporting documentation, as per below steps:

- Follow the link to start a new online application
- Fill out the required details
- Upload proof of identification documents, proof of ownership of the Property and one or two quotation(s) for works as specified in the application form; and
- Submit application.

The Recipient must also complete and electronically sign the declaration contained in the application form.

For assistance with online applications, Recipients may [contact us](#)⁵ and a response will be provided within three to five business days.

1.8.3. Payment to the Business at the completion of the Eligible Works

At the completion of the Eligible Works, the Recipient is required to:

- sign and date the Voucher
- remit the Voucher to the Business. **Note: Vouchers must be remitted in full. Vouchers can not be part paid;** and
- pay the difference between the total invoice and the value of the Voucher from their own funds.

1.9. All works at risk of Recipient

By registering Businesses for participation in Programs, the Department gives no warranties, express or implied, as to the suitability or calibre of the Business to conduct the works quoted.

The Department will not carry out any specific enquiries in relation to a Business other than those it deems necessary in its absolute discretion. The Recipient must make all enquiries he/she thinks necessary to ensure that the quoting Business is suitably qualified and experienced to undertake the works, and the Department takes no responsibility whatsoever for any works or conduct by the Business which may not meet the Recipient's expectations, including without limitation works that are of unacceptable standard, quality or workmanship. Further, the Department takes no responsibility for any damage or loss of any kind accruing to the Recipient in the event that the quoting Business fails to complete the work by the cut off dates (or at all), including loss of benefit and use of a Voucher.

⁵ <https://businessrecovery.nt.gov.au/contacts>

By making an application for a Voucher, the Recipient declares and warrants to the Department that it has read, understood and fully accepts these Terms and Conditions and fully releases and indemnifies the Department against any loss or damage he/she/they may suffer of any nature whatsoever (including without limitation personal injury or death) whether in relation to the goods and materials supplied and/or conduct of the works (or lack thereof). The Recipient further confirms that all required permits, certificates and licenses required to carry out the Eligible Works have been obtained, including through the engagement of a building certifier and other relevant professionals.

1.10. Program changes

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
- accept or reject any application for participation in the Program and/or any application for issue or redemption of a Voucher in its absolute discretion
- decide in its discretion whether a business, an applicant, a property or works do or do not meet the intent of the eligibility criteria for participation (notwithstanding that it may meet the requirements of the relevant definition)
- remove a Business from further participation in the Program where the Department has reasonably determined that the Business is no longer an Eligible Business, is in breach of these terms and conditions or is otherwise not complying with the objective, intent or expectation of the Program, or
- cease the Program at any time should the NT Government policy change in which case no further Vouchers will be issued.

1.11. Cancellation of Vouchers

Should the Recipient require the cancellation of an approved Voucher, they must [contact us](#)⁶ prior to the expiry of the Voucher.

Note: If a Voucher is cancelled and the Recipient wishes to have a new Voucher issued (for example, because the Recipient and the Business have agreed to vary the works, or the Recipient wishes to use the Voucher with a different Business) the Recipient is required to re-apply for a new Voucher. The new application will be subject to these Terms and Conditions and assessed independently of the first Voucher issued.

1.12. 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. Such enquiries may include (but are not necessarily limited to) company and business name searches on a Business and the Property, onsite inspections of the Property and any other property that may be owned by an Recipient, checks on Eligible Works, searches of the courts and/ or the trustee in bankruptcy; and

⁶ <https://businessrecovery.nt.gov.au/contacts>

- (b) that it is a condition of participation in the Program that Businesses and Recipients comply with all relevant laws, and, without limitation, that Businesses 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.

The Department reserves the right to conduct an Audit at any time before or after redemption or attempted redemption of a Voucher, or within 12 months after the Program ends.

By applying to participate in the Program and Sub-Programs, Businesses and the Recipients declare that they agree to the Department having access to any private register of information in relation to the Business or Recipient, and to the Department using, storing and releasing for lawful purposes, their information, including personal information.

1.13. Privacy

The Department is bound by the *Information Act 2002 (NT)* and will only ever use information in accordance with the NT Government's Information Privacy Principles. These principles are available at 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](#)⁷ 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 NT Government:

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

⁷ <https://business.nt.gov.au/business/publications/policies/privacy-policy>

1.14. Release and indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the Business and the Recipient declare 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, the conduct of any works or otherwise.

1.15. Disputes and complaints

The Department is not responsible for resolving any disputes between Recipients and Businesses. Recipients and Businesses must conduct their own due diligence with regards to their contract to carry out Eligible Works on the Property.

For disputes relating to building and construction works quoted/planned and/or conducted by the Business at the Property, the Business and the Recipient can go to [building complaints and disputes](#)⁸ and choose the appropriate page and information links.

Consumer Affairs can be contacted on 1800 019 319 or go to www.consumeraffairs.nt.gov.au to find information on [dispute resolution](#)⁹.

The Department gives no warranty that these organisations will be able to resolve disputes. If a dispute cannot be resolved in these forums the parties to the dispute will need to take independent legal advice.

For disputes and complaints relating to applications for registration as an Eligible Business, applications for a Voucher and/or Voucher redemption, the Eligible Business or the Eligible Recipient can [contact us](#)¹⁰.

1.16. Program end

The Jobs Rescue and Recovery Plan is the result of a decision by the Northern Territory Government to provide a once-off, short term economic stimulus.

No further applications will be accepted after 12 noon on 31 October 2020 or once grant funds have been fully committed, whichever comes first.

⁸ <https://nt.gov.au/property/building-and-development/building-complaints-and-disputes/introduction>

⁹ <http://www.consumeraffairs.nt.gov.au/ForConsumers/ComplaintsAndDisputes/Pages/default.aspx>

¹⁰ <https://businessrecovery.nt.gov.au/contacts>

2. Home Improvement Scheme (HIS)

2.1. HIS Definitions

Approved Purpose means the conduct of Eligible Works that will result in improved physical improvements to land/ building at the Property.

Eligible Recipient or Recipient means the registered proprietor of a Property (or if more than one then all the registered proprietors are deemed to be the Recipient). A Recipient must be one or more natural persons.

Staff of the Department are eligible to apply from 20 April 2020.

Eligible Works are the provision and installation of physical improvements that will be permanently fixed to the Property and are in line with the Program's intent and objective and the Approved Purpose.

Excluded Works means the works excluded under Clause 1.2.2 above.

Excluded Recipients are incorporated legal entities such as companies, trust structures with a corporate Trustee or associations that are the sole registered proprietor of a Property.

Family means a group of persons who are Relatives of each other and are living at the same residential address.

Maximum Grant Amount means the sum of \$6000 (exclusive of GST).

Minimum Grant Amount means the sum of \$500 (exclusive of GST)

Property means:

- (a) a property that is situated in the Northern Territory; and
- (b) the property is lawfully used for residential purposes by the Eligible Recipient or a tenant of the Eligible Recipient; and
- (c) the building on the Property that is intended to be the subject of Eligible Works has a valid Occupancy Permit/Certificate of Occupancy issued for it.

Voucher means a payment instrument issued by the Department to an Eligible Recipient to use as part payment for the invoice issued by the Eligible Business. A Voucher has a minimum value of \$500 and a maximum value of \$6000 (exclusive of GST). A Recipient may apply for up to two Vouchers as part of their **one** application for a HIS grant (also refer Clause 2.3).

2.2. HIS Contribution

Subject to the provisions of Clause 2.3, Program contributions will be as follows:

- For works worth up to \$5000, for every one dollar the Eligible Recipient pays out of their own funds, the Department will contribute four dollars, up to a maximum of \$4000 (in other words, the home owner contributes \$1000 to get a grant worth \$4000)
- For works worth more than \$5000, the Department's co-contribution above this amount is calculated at the rate of two dollars for every one dollar paid by the Eligible Recipient, up to a maximum co-contribution of \$2000 (in other words, the home owner contributes \$2000 to get a grant worth \$6000)
- All values are exclusive of GST

2.3. Limitations on HIS contribution to Eligible Works

Eligible Works are limited to works conducted by an Eligible Business for an Eligible Recipient in relation to one Property under one application. For the avoidance of doubt:

- (a) a Recipient cannot apply once for one Voucher and a second time for another Voucher; and
- (b) Vouchers will only be issued to improve one Property per Family regardless of whether a property owner otherwise meets the criteria to be an Eligible Recipient.

The Eligible Works may be carried out to any building on the Property that is used for residential purposes provided that it has a valid Certificate of Occupancy or Occupancy Permit issued in respect of it.

A Voucher may only be provided by a Recipient to the Business whose quotation has been accepted by the Department and to no other business or person.

The Voucher for the full amount must be provided to the Business on completion of the Eligible Works. That is, a voucher can not be paid to the Business by instalments. By surrendering the signed Voucher to the Business the Recipient warrants and declares to the Department that the works have been carried out to their satisfaction.

A Voucher is not redeemable by the Recipient or transferrable to any other person whether or not they are a recipient of a grant under the Program.

Rules for the issuing of Vouchers:

- one Property per Eligible Recipient (refer the definition of Eligible Recipient under Clause 2.1 above) may have Eligible Works carried out to it under HIS;
- one or two improvements jobs may be carried out at the Property as part of the one application;
- each improvement job requires one quotation; and
- the total value of the Vouchers issued will be for no more than the Maximum Voucher Amount.

A Voucher must not be used in conjunction with any voucher or other benefit granted under any other program (whether Commonwealth or NT Government) to pay for the same works.

2.4. Time limits on Eligible Works

Eligible Works must only commence **after** an application has been **approved** by the Department and must be **completed within three calendar months of the date of issue of the Voucher**.

All Eligible Works must have been completed by 31 May 2021.

3. Business Improvement Grants (BIG)

3.1. BIG Definitions

Approved purpose means the conduct of Eligible works that will result in improved operations and/or enhanced customer experience at the Eligible Recipient's Property.

Approved Voucher Amount means the amount approved by the Department for payment of one or more quotations submitted to the Eligible recipient by an Eligible business for Eligible works.

Contract means a written contract for the conduct of Eligible Works between an Eligible Recipient and an Eligible Business.

Eligible Recipient or Recipient means a Territory enterprise that:

- is not an Excluded Recipient; and
- has its principal place of doing business physically located in the Northern Territory; and
- services its customers or clientele from a shopfront premises; and
- offers goods and/ or services to the public; and
- has a valid legal entity and holds a valid ABN in respect of the business as of the date the Program was announced (18 March 2020); and
- was offering its services wholly or substantially in the Northern Territory for at least one month at the time of applying for a grant.

Eligible works are the provision and installation of physical improvements that will be permanently fixed to the Property and are in line with the Program's intent and objective and the Approved Purpose. Eligible Works must include a labour component.

Excluded Works means the works excluded under Clause 1.2.2 above, as well as security improvement works as defined under Biz Secure and Alcohol Secure programs.

Excluded Recipient means individuals, not-for-profit and charitable organisations, public and private schools, private and public educational institutions, home based businesses, government agencies and government owned bodies, statutory corporations, and local government.

The Department will in its absolute discretion ascertain and decide whether a recipient is eligible under this program.

Maximum Grant Amount means the sum of \$20 000 (exclusive of GST) broken down as follows:

- (a) the first \$10 000 requires no co-contribution
- (b) \$20 000 with dollar for dollar co-contribution for any amount above \$10 000 and up to the Maximum Grant Amount

Minimum Grant Amount means the sum of \$5000.

Property means:

- (a) a building or part of a building situated on a property in the Northern Territory; and
- (b) the Eligible Recipient either owns the Property or has a written agreement with the owner to occupy on a continuous basis ('agreement to occupy'); and

- (c) the Property is being lawfully and solely used for the purposes of carrying on the business of the Eligible Recipient by the Eligible Recipient; and
- (d) if the Property is not owned by the Eligible Recipient, the Eligible Recipient is legally entitled to carry out Eligible Works to improve it; and
- (e) the Property is not used for, nor lawfully able to be used for, residential purposes in addition to business purposes.

Voucher means a payment instrument issued by the Department to an Eligible recipient to use for payment of an invoice issued by an Eligible Territory business. A Voucher will not be issued for an amount below the Minimum Grant Amount or above the maximum Eligible amount, and the sum of all vouchers issued will not exceed the Maximum Grant Amount.

Up to a maximum of two Vouchers will be issued per Eligible Recipient.

3.2. Program participation

The Program is open to Eligible Recipients to apply for Voucher(s) in contribution to payment for Eligible works for an Approved Purpose carried out at one Property pursuant to Contract(s).

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.

Only an Eligible Recipient may participate in the program and apply for a Voucher. An Eligible Recipient must not apply for a Voucher if it is related to or a relative of the Eligible business providing the quotation or if the Eligible Business is related to or a relative of the owner of the Property (if the Property is not owned by the Eligible recipient).

3.3. BIG Contribution

Subject to the provisions of Clause 3.4, BIG contributions will be as follows:

- For works up to \$10 000, no co-contribution is required
- For works worth more than \$10 000, the co-contribution by the Department is limited to \$10 000 on a dollar for dollar basis up to a maximum grant of \$20 000
- All values are exclusive of GST

3.4. Limitations on BIG contribution to Eligible Works

A Voucher may only be provided by a Recipient to the Business whose quotation has been accepted by the Department and to no other business or person.

Rules for issue of Vouchers:

- One Property per Eligible Recipient may have Eligible Works carried out to it under BIG
- One application only may be made
- One or two improvements jobs may be carried out at the Property as part of the one application
- Each improvement job requires one quotation; and
- The total value of the Vouchers issued will be for no more than the Maximum Voucher Amount.

The Voucher for the full amount must be provided to the Business on completion of the Eligible Works. That is, a voucher can not be paid to the Business by instalments. By surrendering the signed Voucher to the Business the Recipient warrants and declares to the Department that the works have been carried out to their satisfaction.

A Voucher is not redeemable by the Recipient or transferrable to any other person whether or not they are a Recipient.

A Voucher must not be used in conjunction with any voucher or other benefit granted under any other program (whether Commonwealth or NT Government) to pay for the same works.

3.5. Time limits on Eligible Works

Eligible Works must only commence **after** an application has been **approved** by the Department and must be **completed within six calendar months of the date of issue of the Voucher**.

All Eligible Works must have been completed by 30 April 2021.

4. Immediate Work Grants (IWG)

4.1. IWG Definitions

Approved Purpose means the conduct of Eligible Works that will result in the improved amenity of a Property and the Eligible Organisation's capacity to expand and/or improve its service delivery for its charitable or other beneficial services to the community. This explicitly excludes the carrying out of works that would have been Eligible Works but for the fact that they are primarily associated with liquor or gambling. The Department maintains the sole discretion to decide on an individual basis what constitutes a "primary association" with liquor or gambling.

Contract means a written contract for the conduct of Eligible Works between an Eligible Organisation and an Eligible Business.

Eligible Recipient means a body that is based in the Northern Territory and is validly incorporated under Northern Territory or Commonwealth legislation and:

- (a) does not operate for the profit, personal gain or other benefit of particular people; and
- (b) is in compliance with all its statutory obligations; and
- (c) is formed solely for charitable or other purposes beneficial to the community; and
- (d) the constitution of which provides that:
 - i. the assets and income of the organisation shall be applied solely in furtherance of the organisation's objectives and no portion shall be distributed directly or indirectly to the members of the organisation except as bona fide compensation for services rendered or expenses incurred on behalf of the organisation; and
 - ii. in the event of the organisation being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with similar purposes which is not carried on for the profit or gain of its individual members, and
- (e) was incorporated prior to the date of announcement of the Program (18 March 2020); and
- (f) is not an Excluded Body.

Eligible Works are renovations, improvements, repairs and maintenance services that are intended to permanently improve the structure, fittings or fixtures, or the general condition of the Property and which will be permanently fixed to the Property.

Eligible Works must be consistent with the Program's policy intent and objective and be for an Approved Purpose. Further, Eligible Works must demonstrate value for money consistent with the Eligible Charitable or other purposes beneficial to the community.

Excluded Works means the works excluded under Clause 1.2.2 above, as well as security improvement works as defined under Biz Secure and Alcohol Secure programs.

Excluded Bodies or Excluded Recipients means private and public schools, private and public educational institutions, government agencies and government owned bodies, statutory corporations, and local government.

Head Contractor means the Eligible Business that will submit invoice(s) for payment by the Eligible Organisation and who will conduct the majority of the Eligible Works.

Minimum Grant Amount means the sum of \$10 000 (exclusive of GST) per Contract.

Maximum Grant Amount means the sum of \$100 000 (exclusive of GST), broken down as follows:

- (a) up to \$50 000 without co-contribution; or
- (b) up to \$100 000 with dollar for dollar co-contribution for any amount above \$50 000 and up to the Maximum Grant Amount.

Up to a maximum of two Vouchers will be issued per Eligible Organisation for Eligible Works, as long as the total amount issued is no higher than the Maximum Grant Amount.

Property means:

- (a) a building or part of a building situated on a property in the Northern Territory; and
- (b) the Eligible Organisation either owns the property or has a written agreement with the owner to occupy on a continuous basis ('agreement to occupy'); and
- (c) the property is being lawfully and solely used by the Eligible Organisation for the purposes of carrying on the business and providing its member services; and
- (d) if the property is not owned by the Eligible Organisation, it is legally entitled to carry out Eligible Works to improve it; and
- (e) the property is not used for, nor lawfully able to be used for, residential purposes in addition to business purposes.

4.2. IWG participation

The Program is open to Eligible Recipients to apply for Voucher(s) in payment for Eligible Works to be carried out for an Approved Purpose pursuant to Contract(s).

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.

4.3. Limitations on IWG contribution to Eligible Works

Eligible Works are limited to works conducted by one or more Eligible Businesses in relation to the Property for which payment is required via one or more invoices. For the avoidance of doubt, only the part of the Property used by the Eligible Organisation to provide its services from may be the subject of an application for a grant.

Eligible Works are limited to works conducted by an Eligible Business for an Eligible Recipient in relation to one Property under one application. For the avoidance of doubt, a Recipient cannot apply once for one Voucher and a second time for another Voucher.

An Eligible Organisation may apply to carry out up to two separate Contracts on one Property.

The Department will provide the formal approval to start Eligible Works to the Eligible Organisation in the form of a Voucher or Vouchers.

Vouchers for the full amount of each must be provided to the relevant Business on completion of the Eligible Works. That is, a voucher cannot be paid to the Business by instalments. By surrendering the signed Vouchers to a Business the Recipient warrants and declares to the Department that the works have been carried out to their satisfaction.

A Voucher is not redeemable by the Eligible Organisation or transferrable to any other person whether or not they are an Eligible Organisation.

A Voucher will be issued for up to the Maximum Grant Amount for each Contract, or multiple Vouchers up to a total of the Maximum Grant Amount, subject to the following:

- (a) contracts above \$50 000 require two quotations to be submitted to the Department upon application
- (b) proposed Contracts must demonstrate value for money, in particular if the Eligible Organisation has not chosen the lowest quotation, an explanation may be required as to the reasons for that decision
- (c) all Contracts must be completed within 6 months or by 30 April 2021, whichever is sooner
- (d) at least 25% of the value of a Contract must be for labour

For the purposes of IWG, the labour component of locally manufactured goods will also qualify as local services and labour, and the Department will maintain the discretion to extend or reduce the labour component where it considers that it is justified.

4.4. Milestone Payments

For Contracts worth up to \$50 000, the Department will, if requested at the time the application for Voucher(s) is made, arrange for one milestone payment via Voucher. Any milestone payment cannot exceed 50% of the total value of the Voucher, will be made only upon the Eligible Organisation verifying that the works the subject of the invoice have been carried out to its satisfaction and upon any other terms and conditions the Department may impose (including without limitation the conduct of a site inspection to verify satisfactory completion of the works).

No milestone payments are available to the Eligible Organisation should the value of the Eligible Works be higher than \$50 000. In these cases and given the requirement for a co-contribution for Contracts worth more than \$50 000, the Eligible Organisation will need to use its own funds to make a milestone payment.

4.5. Time limits on Eligible Works

Eligible Works **must not commence** until an application has been approved by the Department.

Eligible Works must only commence **after** an application has been **approved** by the Department and must be **completed within six calendar months of the date of issue of the Voucher**.

All IWG approved works must have been completed by 30 April 2021.