

Territory Small Business Pivot Grants

Terms and Conditions

Contents

1. Program Parameters	3
1.1. Introduction.....	3
1.2. General.....	3
1.2.1. Program Objective.....	3
2. Program Definitions	3
3. Program participation	6
4. Eligibility criteria and processes – Eligible Recipient	6
4.1. Eligibility.....	6
4.2. Grant application process.....	7
5. Eligibility criteria and processes – Eligible Business	7
5.1. Eligibility.....	7
5.2. Registration process	7
5.3. Quotation process.....	8
5.4. Invoicing process.....	9
5.5. Voucher redemption process.....	9
6. Outsourcing and sub-contracting permitted	10
7. No incentives to be offered or accepted	10
8. Other financial rebates, discounts and financial benefits	10
9. GST	11
10. Eligible Works or Solutions	11
10.1. Contribution under Program to Eligible Works or Solutions.....	11
10.2. Examples of Eligible Works or Solutions.....	11
10.3. Pre-conditions to approval of Eligible Works or Solutions	12
10.4. Payment to the Business at the completion of the Eligible Works or Solutions	12
10.5. Time limits on Eligible Works or Solutions.....	12
11. All works at risk of Recipient	12
12. Program changes	13
13. Cancellation of Vouchers	13
14. Due Diligence, Audit and Compliance with Law	13
Site Inspections	14
15. Privacy	14
16. Release and indemnity	15
17. Disputes and complaints	15
18. Program end	16

1. Program Parameters

1.1. Introduction

The Territory Small Business Pivot Grants Program ('Program') is part of the Northern Territory Government's Jobs First Plan and is designed to help small businesses affected by the COVID-19 pandemic to adapt to the new economic environment and reach new markets.

1.2. General

1.2.1. Program Objective

The Program is open to Territory small businesses that have experienced significant impact as a result of the restrictions put in place (whether past, present or future) in response to the COVID-19 pandemic.

The initiative is focused on supporting Eligible Businesses to improve their digital capabilities including e-commerce solutions and the use of technology to improve visibility and profitability, as well as to reach new markets. Applicants can use the Grant Funding to obtain new technology and digital equipment, undertake future skilling, make physical improvements to their business premises and purchase equipment and infrastructure that may assist the business to access new markets.

The Program follows on from the Northern Territory Government's other COVID-19 relief initiatives, and is available to Eligible Businesses and Eligible Recipients.

2. Program Definitions

Audit or Spot Audit means the Department's right to check original documents (such as receipts for the purchase of goods/services with grant monies and/or co-contribution monies) and undertake onsite inspections of the Business Premises at any time during the course of the Program or within 12 months after the Program ends. In addition to any relevant terms of a formal funding agreement and 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 documentation required by the Department that is related to its eligibility to participate in the Program and expenditure of any grant made to the Business.

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

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 of announcement of this Program (10 November 2020); and
- was providing its services wholly or substantially in the Northern Territory as of the date of announcement of this Program (10 November 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
- will be providing more than 50% of the labour component for services in the nature of professional advice, technological design, installation of equipment and the like (see Eligible Works or Solutions); and
- unless it is a Licensed Builder, will carry out the labour component of any Eligible Works it provides a quotation to conduct (i.e., does not merely supply products or components to be installed as part of Eligible Works), subject to:
 - (i) any requirement to use a licensed professional to conduct such works; and
 - (ii) its right to outsource or subcontract part of Eligible Works or Solutions under any relevant provision of these Terms and Conditions.

An Eligible Recipient:

- (a) is a legal entity (including a sole trader) that held and continues to hold a valid Australian Business Number (ABN) as at 10 November 2020; and
- (b) is a Territory Enterprise; and
- (c) can demonstrate that it is actively trading but has an annual turnover of less than \$10 million; and
- (f) is not an Excluded Recipient.

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

Eligible Works or Solutions are:

- (a) improvements to, or setup of, the Eligible Recipient business's digital capabilities including e-commerce solutions and the purchase and implementation of new digital equipment and technology
- (b) services in the nature of professional advice, technological design, digital enhancements/ innovations and the like as may be approved by the Department
- (c) renovations, improvements, repairs and maintenance services and/ or the purchase and/ or installation of equipment intended to achieve the Program objective (adapt to the new economic environment and/ or access new markets).

Excluded Works or Solutions means:

- (a) works or solutions that are not in line with the Program's objective of focussing on the digital capability of businesses and the use of technology to improve visibility and profitability as well as to reach new markets
- (b) solar photovoltaic panels and solar photovoltaic panel installations and batteries
- (c) works that are to be carried out by the Eligible Recipient on a 'Do it Yourself' basis
- (d) purchase of advertising space in any form of media
- (e) payment of liabilities of the Eligible Recipient or "business as usual" type payments such as wages, loan repayments and the like
- (f) works or services for which recipient has already received a grant or funding under any other program by the Local, Territory, State or Commonwealth Governments

- (g) any works or solutions that can be supported under alternative programs
- (h) such other works as may be specified by the Department from time to time on the Website

Grant or Funding means a monetary contribution towards the Eligible Works or Solutions provided to the Eligible Recipient by the Department in the form of a Voucher as payment to the Eligible Business. Grants will be made on the basis of co-contribution matching the applicant's contribution dollar for dollar.

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.

Minimum Grant Amount means the sum of \$2500 (exclusive of GST).

Maximum Grant Amount means the sum of \$10 000 (exclusive of GST).

A maximum of two Vouchers will be issued per Eligible Recipient for Eligible Works or Solutions, as long as the total amount issued is no higher than the Maximum Grant Amount.

Grant Funding will be issued for no more than 50% of the total cost of the Eligible Works as quoted. That is, Eligible Recipients will be required to contribute 50% of the total cost of the Works to be carried out.

Premises or Business Premises means:

- (a) a building or part of a building situated on a parcel of land in the Northern Territory or a moveable location (including a mobile business asset or conveyance, such as a boat, motor vehicle or trailer) if the Eligible Recipient operates its business permanently and continuously from that location; and
- (b) the Eligible Recipient either owns the Business Premises or has a written agreement with the owner to occupy the Premises on a continuous basis ('agreement to occupy'); and
- (c) the land (if relevant) on which the Business Premises is situated is being lawfully used by the Eligible Recipient for the purposes of it carrying on its business (notwithstanding that the Business Premises may also be used for other purposes such as residential); and
- (d) if the Business Premises is not owned by the Eligible Recipient, it is legally entitled to carry out Eligible Works or Solutions.

Important Note: If the Eligible Works include physical improvements to a Business Premises, the Premises that the quotation for Eligible Works relates to **must** be used by the Eligible Recipient to operate its business on a permanent and continuous basis. If the Eligible Recipient operates its business out of multiple locations, it may only submit one application for funding, but can apply to have Eligible Works or Solutions carried out to two separate Business Premises under the one application.

Program means the Territory Small Business Pivot Grant.

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.

Website means businessrecovery.nt.gov.au.

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.

4. Eligibility criteria and processes – Eligible Recipient

4.1. Eligibility

The Program is open to Eligible Recipients to apply for Eligible Works or Solutions to be carried out in relation to its Business Premises.

Eligible Recipients may only apply once for Eligible Works or Solutions to be carried out at up to two Business Premises, provided the total value of the Grant is no higher than the Maximum Grant Amount.

Only an Eligible Recipient may participate in the Program and apply for a Grant. An Eligible Recipient must not apply for a Grant 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 Business Premises (if the Premises is not owned by the Eligible Recipient).

Should an Eligible Recipient have multiple owners/ shareholders/ directors, if one of them (or any entity, including a person, who is Related to, or a Relative of, the successful recipient) has been a successful recipient of a Territory Small Business Pivot Grant for one Eligible Premises, no further application for a Grant under the Program will be processed.

Recipients must not submit quotation/s given by Businesses that are Related to or Relatives of the Eligible Recipient or the owner of the Land on which the Premises is located (if it is not owned by the Eligible Recipient).

4.2. Grant application process

Recipients will be able to apply for a Grant from 9.00am on 1 December 2020 until the closing date of 2 February 2021 or until all funding is fully committed, whichever is sooner.

In order to apply for a Grant, the Recipient must obtain a 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 required documentation
- 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 the Department](#)¹ and a response will be provided within five business days.

5. Eligibility criteria and processes – Eligible Business

5.1. Eligibility

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

5.2. Registration process

Businesses that are registered under the Jobs Rescue and Recovery Program (JRRP) will be able to provide their services under this Program, unless the Business notifies the Department in writing that it wishes to withdraw from participation.

Participation in the Program may be revoked by the Department by notice in writing to a Business and if revoked then the Business will be thereupon de-registered and no longer eligible to participate in the Program. Ongoing eligibility to participate is at the discretion of the Department in all things (acting reasonably), but registration will not be revoked unless the Department:

- a. has received information from a Recipient or other relevant person that tends to indicate that the Business has acted, or is likely to act, in a manner that is or may reasonably be, unconscionable, unlawful, or otherwise unbefitting of participation in a government funded program, including not meeting their Northern Territory tax obligations; and
- b. has made all reasonable prudent enquiries required in the circumstances to verify that the information is prima facie justified; and

¹ <https://businessrecovery.nt.gov.au/contacts>

- c. has put written details of its concerns to the Business and given it a reasonable opportunity to answer the allegations (but noting that under no circumstances is the Department required to provide any details which may tend to identify the complainant).

By participating in this Program, 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.

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 Northern Territory Government vendor form (if not already registered as a vendor)
4. Make the required declaration, which is a statutory declaration under the *Oaths Affidavits and Declarations Act (NT) 2010* and must be given by the individual with authority of the applicant.

5.3. Quotation process

Recipients must lodge a quotation, from a Registered Business, with the Department as part of their application for a Grant.

Businesses should note that Recipients cannot obtain Grant Funding in respect of quotes for Works from Businesses which are Related to (or a Relative of) the Recipient, or the owner of the Premises (if the Recipient does not own the Premises).

The following elements must appear on the quotation:

- Business name
- Australian Business Number
- Business contact person and contact details
- Quotation number
- 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 Northern Territory 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 \(docx 24 kb\)²](#) | [quotation template \(pdf 114 kb\)³](#).

5.4. 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.

Once the Eligible Works or Solutions have 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 number
- 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 Northern Territory 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 \(docx 21 kb\)⁴](#) | [invoice template \(pdf 139 kb\)⁵](#).

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 5.5.

All Eligible Works and Solutions must be completed within three (3) months of the date of issue of the Voucher or by 30 September 2021, whichever is sooner.

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

5.5. Voucher redemption process

Once the Eligible Works or Solutions have been completed and the Recipient has paid the invoice using the signed Voucher (and made payment of its co-contribution) the Business must apply to the Department through the online redemption process **within 2 months of the completion of the Eligible Works or Solutions** (as evidenced by the dated and signed Voucher handed by the Eligible Recipient or by the End

² https://businessrecovery.nt.gov.au/__data/assets/word_doc/0005/808754/quotation-template.docx

³ https://businessrecovery.nt.gov.au/__data/assets/pdf_file/0004/808753/quotation-template.pdf

⁴ https://businessrecovery.nt.gov.au/__data/assets/word_doc/0007/808756/invoice-template.docx

⁵ https://businessrecovery.nt.gov.au/__data/assets/pdf_file/0006/808755/invoice-template.pdf

Date, whichever is sooner) to redeem the Voucher. The Business must log in to their account and provide the following details:

- Business details
- Voucher number
- 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

6. 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 or Solutions to another Eligible 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 or Solutions are to be sub-contracted:

- (a) the head contractor (i.e. the business that provides the quotation) must not sub-contract more than 50% of the total value of the labour component of the Works or Solutions, 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.

7. No incentives to be offered or accepted

A Business must not offer to an 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 or Solutions set out and described in the quotation.

8. Other financial rebates, discounts and financial benefits

Should any proposed Works include Works or Solutions that already entitle the Eligible Recipient to a rebate, discount or other financial benefit whether from the Northern Territory Government or not ('benefit'), the Grant amount will be reduced by the amount of such benefit to avoid double-dipping.

9. GST

Grant Funding is issued 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 (including the value of its co-contribution) and the Grant Funding value after GST is added.

10. Eligible Works or Solutions

10.1. Contribution under Program to Eligible Works or Solutions

Recipients should note that Grant Funding will be issued strictly on the basis of dollar for dollar co-contribution by the Eligible Recipient to the total cost of the Eligible Works (excluding GST), up to the Maximum Grant Amount.

The Department will provide the formal approval to start Eligible Works to the Eligible Recipient in the form of an approval email with attached Voucher or Vouchers. Eligible Works must not commence before a formal approval has been issued.

An Eligible Recipient can **only apply once** for Grant Funding for one or two Vouchers up to the total Maximum Grant Amount in relation to Eligible Works or Solutions at the Business Premises. An Eligible Recipient may apply to carry out up to two separate Works or Solutions by two different Eligible Businesses in relation to the one Premises.

If a Premises contains multiple business tenancies, each individual business owner may apply for a grant in respect of its own tenancy but no application/s for a Grant to conduct Eligible Works or Solutions to common areas of the Premises (or in common with other Eligible Recipients) will be approved. Eligible Works or Solutions must be carried out inside the individual Business Premises or constitute services to be rendered only in respect of the individual Business to which the application relates. A Voucher is not redeemable by the Eligible Recipient or transferrable to any other person whether or not it is an Eligible Recipient.

10.2. Examples of Eligible Works or Solutions

Some examples of Eligible Works or Solutions are provided on the [Business Recovery website](#)⁶.

Eligible Works or Solutions must be procured using Eligible Businesses. Records of all expenditure using these payments must be retained and the Territory may audit that information at any time.

Important Note: Where the Department is not satisfied that a quotation represents value for money, it may (but is not obliged to) require the Recipient to obtain and consider another quotation and/or meet with the Department to discuss the best way to achieve value for money in the particular circumstances.

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

10.3. Pre-conditions to approval of Eligible Works or Solutions

As a condition of the approval of a Grant, the Eligible Recipient agrees that:

- (a) the Northern Territory Government may publish details of any Grant made including without limitation details of the Eligible Works or Solutions (provided that no personal information or details of the Eligible Recipient will be published without the consent of the Eligible Recipient); and
- (b) it will provide to the Department before and after photos of the Eligible Works where practicable.

10.4. Payment to the Business at the completion of the Eligible Works or Solutions

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

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

Vouchers for the full amount of each Voucher must be provided to the relevant Business on completion of the Eligible Works or Solutions. 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 or Solutions have been carried out to its satisfaction.

10.5. Time limits on Eligible Works or Solutions

Eligible Works **must not commence** until the applicant has received **formal approval** from the Department.

After the Department has issued formal approval, all works must be **completed within three calendar months of the date of issue of the Voucher**. Notwithstanding the 3-month rule, all approved Works or Solutions must be completed by 30 September 2021 and Vouchers submitted for payment by 30 November 2021.

11. All works at risk of Recipient

By registering Businesses for participation in the Program, the Department gives no warranties, express or implied, as to the suitability or calibre of the Business to conduct the works quoted. A recipient must carry out any due diligence on a Business it deems appropriate before engaging that Business to provide works or services.

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 it thinks necessary to ensure that the quoting Business is suitably qualified and experienced to undertake the works. 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.

By making an application for a Grant, 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/it/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 licences required to carry out the Eligible Works or Solutions have been obtained, including through the engagement of a building certifier and other relevant professionals.

12. 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 Eligible Recipient, a Premises or Works or Solutions 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 Northern Territory Government policy change, in which case no further Vouchers will be issued.

13. Cancellation of Vouchers

Should the Recipient request to cancel an approved Voucher and 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 must [contact the Department](#)⁷ prior to the expiry of the Voucher.

14. 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, association and business name searches on a business, title and other searches for the Premises, searches of the courts and / or the trustee in bankruptcy and enquiries of private businesses or institutions as the department sees fit; and
- (b) that it is a condition of participation in the Program that Businesses and Recipients comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* 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.

⁷ <https://businessrecovery.nt.gov.au/contacts>

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 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, Businesses and Recipients declare that they expressly 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.

Participants must provide a statutory declaration in the form and as to the matters as required by the Department from time to time and published on the Website. Persons who cannot make the declaration truthfully of their own business knowledge, will not have their businesses admitted to participate in the Program.

Site Inspections

A Recipient must, if requested by the Department and upon the Department providing at least 24 hours' notice, allow the Department and/or its representatives access to any Premises the subject of an application to view the state of progress of any Eligible Works or Solutions as part of an Audit.

- a. The Recipient warrants that:
 - i. the Premises is, and will at all times be, fit for the purposes of carrying out the Eligible Works or Solutions
 - ii. carrying out the Eligible Works or Solutions does not, and will not, infringe any condition of ownership or occupation of the land on which the Premises is situated; and
 - iii. any use of the Premises for the carrying out of the Eligible Works or Solutions does not, and will not, infringe any legislative requirements, and
 - iv. the Premises, after completion of the Eligible Works or Solutions, will comply with all laws and Australian standards and any other standards or requirements which relate to the ongoing use of the Premises by the Recipient.
- b. The Recipient must safeguard the Premises against loss, damage or unauthorised use, and maintain the Premises and the Eligible Works or Solutions in good condition.

15. 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 on the [Information Commissioner Northern Territory website](https://www.infocomm.nt.gov.au/privacy/information-privacy-principles)⁸ or by calling on 1800 005 610.

Recipients should read the Department's [Privacy Policy](https://business.nt.gov.au/privacy)⁹ and by providing information to the Department under the Program, Businesses and Recipients agree to the following Privacy Statement:

⁸ www.infocomm.nt.gov.au/privacy/information-privacy-principles

⁹ <https://business.nt.gov.au/privacy>

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);
- (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.

By applying to participate in the Program, you also consent to a tax officer of the Territory Revenue Office disclosing to the Department confidential information obtained in the administration of a taxation law relating to your identity and personal or financial affairs, including any tax defaults or overdue returns.

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.

16. 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.

17. 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 or Solutions to the Premises.

For disputes relating to building and construction works quoted/planned and/or conducted by the Business at the Premises, the Business and the Recipient can go to [building complaints and disputes](#)¹⁰ and choose the appropriate page and information links.

Consumer Affairs can be contacted on 1800 019 319 or go to the Consumer Affairs website to find information on [dispute resolution](#)¹¹

¹⁰ <https://nt.gov.au/property/building-and-development/building-complaints-and-disputes/introduction>

¹¹ <https://consumeraffairs.nt.gov.au/for-consumers/complaints-and-disputes>

The Department gives no warranty that Recipients 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 Grant and/or Voucher redemption, the Eligible Business or the Eligible Recipient can [contact the Department](#)¹².

18. Program end

The Program is the result of a decision by the Northern Territory Government to provide continuation of a once-off, short term economic stimulus.

Eligible Recipients will be able to apply from 1 December 2020 to 2 February 2021 or until all funding is fully committed, whichever is sooner. All Eligible Works must be completed no later than 30 September 2021. Eligible Business will have until 30 November 2021 to redeem vouchers ('end date') at which time they will be of no further force or effect.

¹² <https://businessrecovery.nt.gov.au/contacts>