

Immediate Work Grant Program

For Not-for-Profit Organisations

Terms and Conditions

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1. Program Parameters

1.1. Introduction

The Immediate Works Program follows the success of the sub-program of the same name under the Jobs Rescue and Recovery Plan (JRRP). This Program is designed to make further funding available to not for profit and charitable organisations which did not obtain funding under the JRRP Immediate Work Grants before its closure on 22 April 2020.

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.

2. Program Definitions

Approved Purpose means the conduct of Eligible Works that will result in the improved amenity of a Property and/or increase 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 a case by case basis what constitutes a "primary association" with liquor or gambling.

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, purchase orders and/or invoices related to the works the subject of the Voucher.

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

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

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 at 29 July 2020; and
- was providing its services wholly or substantially in the Northern Territory as at 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 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 under any relevant provision of these Terms and Conditions.

Eligible Organisation, or Organisation 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 on or prior to 29 July 2020 (announcement date); and
- (f) is not an Excluded Body.

Eligible Works are physical 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 are permanently fixed to the Property.

Eligible Works must be consistent with the Program's policy intent and objective and be for an Approved Purpose and not be Excluded Works. Further, Eligible Works must demonstrate value for money consistent with the Eligible Charitable or other purposes beneficial to the community.

Excluded Works means:

- (a) solar photovoltaic panels and solar photovoltaic panel installations and batteries; and
- (b) works that are to be carried out by the Eligible Recipient either wholly or partly on a 'Do it Yourself' basis; and
- (c) security improvement works of the nature of works that are funded by the Northern Territory Government under Biz Secure and Alcohol Secure programs; and
- (d) such other works as may be specified by the Department from time to time on the Website.

Note: Exceptions to (a) are:

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

Excluded Bodies or Excluded Organisations are private and public schools, private and public educational institutions, government agencies, government owned bodies, statutory corporations, and local government bodies. Applicants should note all Organisations that received funding under the Jobs Rescue and Recovery Plan IWG sub-program in 2020 are ineligible to apply under this Program.

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 \$10 000.00 (exclusive of GST).

Maximum Grant Amount means the sum of \$100 000.00 (exclusive of GST), broken down as follows:

- (a) up to \$50 000.00 without co-contribution; or
- (b) greater than \$50 000.00 and up to \$100 000.00 with dollar for dollar co-contribution.

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 parcel of land in the Northern Territory; and
- (b) the Eligible Organisation either owns the property or has a written agreement with the owner to occupy the property on a continuous basis ('agreement to occupy') as of the date of the announcement of this Program; and
- (c) the parcel of land on which the property is situated 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 parcel of land on which the property is located is not used for, nor lawfully able to be used for, residential purposes in addition to business purposes.

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

Milestone Payment means a part payment of the total value of a Contract. A Milestone Payment is not an upfront payment, but a payment that is agreed to be paid upon the satisfactory completion of part of the works the subject of the Contract, as more particularly described and subject to the restrictions in Section 8.5 of these terms and conditions.

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 Immediate Works Grants Program.

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 situated on land 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 Organisation to use as part payment for the invoice issued by the Eligible Business.

3. Program participation

The Program is open to Eligible Businesses and Eligible Organisations.

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 Business

4.1.1. Eligibility

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

4.1.2. Registration process

Businesses that are registered under the JRRP Program will automatically have their registration transferred to 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 an Organisation 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, and
- b. has made all reasonable prudent enquiries required in the circumstances to verify that the information is prima facie justified, and
- 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 declaration

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.

4.1.3. Quotation process

Registered Businesses may provide quotation/s to an Organisation. Organisations will lodge the quotation with the Department as part of their application for a Voucher.

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

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

¹ https://businessrecovery.nt.gov.au/__data/assets/word_doc/0010/925876/iwg-quotation-template.docx

² https://businessrecovery.nt.gov.au/__data/assets/pdf_file/0009/925875/iwg-quotation-template.pdf

4.1.4. Invoicing process

If the Organisation'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 work has been completed, the Business must submit its valid tax invoice containing the following information to the Organisation:

- Business name
- Australian Business Number
- Contact person and contact details
- Invoice date
- Address of works
- Person(s) invoiced (Organisation) 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 \(docx 21 kb\)](#)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 Organisation and redeem the Voucher through the online redemption process – refer to Clause 1.4.5.

All Eligible Works must be completed within six (6) 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.

4.1.5. Voucher redemption process

Once the Eligible Works have been completed and the Organisation 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 Organisation 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
- Voucher amount

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

- Invoice total
- Total amount paid by the Organisation (minus the Voucher amount)
- Attach a scanned copy of the invoice, receipt and Voucher signed by the Organisation
- 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

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.

5. No incentives to be offered or accepted

A Business must not offer to an Organisation, and an Organisation 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 Organisation or any third party, as inducement to the Organisation to accept a quotation, other than the completion of the Eligible Works set out and described in the quotation.

6. Other financial rebates, discounts and financial benefits

Should any proposed contract include works and/or goods/materials ('works') that already entitle the eligible recipient to a rebate, discount or other financial benefit whether from the Northern Territory Government or not ('benefit'), the voucher amount or amounts will be reduced by the amount of such benefit to avoid double-dipping.

A not for profit organisation must not apply for a voucher for works, goods or materials ('works') if it has already received or is entitled to receive funding (whether whole or in part) for the works (or works of the same nature as the works) under a current grant or budgetary arrangement with a Northern Territory or Australian Government department.

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 Organisation therefore only pays GST on the difference between the invoice total and the Voucher value after GST is added.

8. Eligibility criteria and processes – Eligible Organisation

8.1. Eligibility

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

Applicants must not submit quotation/s given by Businesses (either as Head Contractor or sub-contractor to the Head Contractor) that are Related to or Relatives of the Eligible Organisation or the owner of the Land on which the Property is located (if it is not owned by the Eligible Organisation).

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.

8.2. Voucher application process

Organisations will be able to apply for a Voucher from 1 September 2020.

In order to apply for a Voucher, the Organisation 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 Organisation must also complete and electronically sign the declaration contained in the application form.

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

8.3. Limitations on Program 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 to be conducted by an Eligible Business for an Eligible Organisation in relation to one Property under one application. For the avoidance of doubt, an Organisation 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 (but note only one extra Voucher is available for a Milestone Payment).

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

Where the department is not satisfied that a quotation represents value for money, it may (but is not obliged) to require the Organisation 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.

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 voucher 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 Organisation warrants and declares to the Department that the works have been carried out to its satisfaction.

A Voucher is not redeemable by the Eligible Organisation or transferrable to any other person whether or not it is 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 as part of the 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 September 2021, whichever is sooner; and
- (d) at least 25% of the total value of a Contract must be for labour.

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.

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

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

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

8.5. Milestone Payments

For Contracts worth over \$50 000, the Department will, if requested when the application for Voucher(s) is made, arrange for one extra Voucher to be issued by way of Milestone Payment on a Contract. A voucher for a Milestone Payment cannot exceed 50% of the total value of the Voucher, and will be issued only upon the Eligible Organisation verifying that the works the subject of the invoice for the works up to that milestone 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 for works the total value of which is less than \$50 000. In these cases the Eligible Organisation will need to use its own funds to make any milestone payment/s it is required to pay under a Contract.

8.6. 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 approved works must be completed by 30 September 2021 and vouchers submitted for payment by 30 November 2021.

9. All works at risk of Organisation

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 Organisation must make all enquiries it 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 Organisation'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 Organisation 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 Voucher, the Organisation 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 Organisation 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.

Site Inspections

An Organisation 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 Property the subject of an application to view the state of progress of any eligible works.

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

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 Northern Territory Government policy change in which case no further Vouchers will be issued.

11. Cancellation of Vouchers

Should the Organisation 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 Organisation wishes to have a new Voucher issued (for example, because the Organisation and the Business have agreed to vary the works, or the Organisation wishes to use the Voucher with a different Business) the Organisation 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. **No Voucher extensions will be granted under the Program.**

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 Organisation, checks on Eligible Works, searches of the courts and/or the trustee in bankruptcy; and
- (b) that it is a condition of participation in the Program that Businesses and Organisations 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 Organisations declare that they agree to the Department having access to any private register of information in relation to the

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

Business or Organisation, 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. A Business or Organisation that cannot make the declaration will not be admitted to participate in the Program.

13. 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 or by contacting the Information Commissioner Northern Territory on 1800 005 610.

Organisations should read the Department’s [Privacy Policy](#)⁷ and by providing information to the Department under the Program, Businesses and Organisations 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);
- (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.

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 Organisation 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.

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

15. Disputes and complaints

The Department is not responsible for resolving any disputes between Organisations and Businesses. Organisations 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 Organisation 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 Organisation can [contact us](#)¹⁰.

16. 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.

No further applications will be accepted/ assessed once grant funds have been fully committed.

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>