

Business Saver Grant

Terms and Conditions

Contents

1. Program Parameters	3
1.1 Introduction.....	3
1.2 Program Objective	3
2. Program Definitions	3
3. Program Participation	6
3.1. Program Overview	6
3. 2. Eligibility.....	7
3.3. Application Process	7
3.4. Assessment Process	8
3.5. Reporting Requirements.....	8
3.6. Successful Eligible Recipients	8
3.7. Time Limits on Eligible Works	9
4. Quotation, Invoicing and Voucher Redemption	9
4.1. Quotation.....	9
4.2. Invoicing Process.....	10
4.3. Voucher Redemption Process	11
5. Outsourcing and Sub-contracting Permitted	11
6. No Incentives to be Offered or Accepted	12
7. Other Financial Rebates, Discounts and Financial Benefits	12
8. GST	12
9. Cancellation of Vouchers	12
10. All Works at Risk of Recipient	12
11. Program Changes	13
12. Due Diligence, Audit and Compliance with Law	13
12.1. Site Inspections	14
13. Privacy	14
14. Release and Indemnity	15
15. Disputes and Complaints	15
16. Program End	15

1. Program Parameters

1.1 Introduction

The Business Saver Grant 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, increase profitability and reach new markets.

1.2 Program Objective

The Program is open to Territory small businesses that want to adapt to the new economic environment and reduce their ongoing expenses and increase profitability through improved procedures, systems and use of new technologies. Funding can also be used to assist businesses in reaching new markets.

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.

Assessment Panel includes representatives of the Department as well as industry experts nominated by the Department who critically assess applications based on predetermined criteria and decide which Eligible Recipients will receive Grant Funding under the Program.

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

Eligible Business or Business is a service provider that:

- a) is a Territory Enterprise; if the Business is not a Territory Enterprise, the Eligible Recipient must demonstrate that the Eligible Works are not able to be carried out by a Territory Enterprise; and
- b) is a legal entity (a natural person or an incorporated entity), with or without a registered business name; and
- c) holds a valid Australian Business Number as of the date of announcement of this Program (10 November 2020); and
- d) was providing its services wholly or substantially as of the date of announcement of this Program (10 November 2020); and
- e) 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
- f) if providing Works in the form of advice, has substantial experience in the relevant field (at least 2 years' experience); and

- g) 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
- h) 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; and
- i) 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.

An Eligible Recipient:

- a) is a Territory Enterprise (either a for-profit or not-for-profit business); and
- b) is a legal entity (including a sole trader or partnership trading under a business name registered in the NT) that held and continues to hold a valid Australian Business Number (ABN) as at 10 November 2020; and
- c) is operating in the Northern Territory, providing its services wholly or substantially in the Northern Territory for at least six months prior to submitting an application for funding; and
- d) has a significant permanent presence – maintains an office, facilities or other permanent base within the Northern Territory; and
- e) can demonstrate that it is actively trading and has an annual turnover of less than \$10 million and more than \$75 000; and
- f) has at least one full-time and less than 20 full-time employees;
- g) in the case of a not-for-profit business its constitution reflects that it does not return profits to members; and
- h) is not an Excluded Recipient.

Excluded Recipient means individuals (other than sole traders, who are Eligible Recipients), public and private schools, private and public educational institutions, home based businesses (where the applicant's residence is not located separately to its business), government agencies and government owned bodies, statutory corporations and local government bodies.

Eligible Works are improvements to the Eligible Recipient entity's equipment, infrastructure and operations and/or the purchase of new equipment and/or advisory services that help them adapt to the new economic environment and reduce their ongoing expenses through the use of new technologies to improve profitability, as well as to reach new markets.

Excluded Works means:

- (a) works or solutions that are not in line with the Program objective of focussing on improvements to the entity's equipment and infrastructure to reduce their ongoing expenses to improve 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) 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 provided to the Eligible Recipient by the Department in the form of a Voucher as payment to the Eligible Business. The Grant will be made on the basis of co-contribution matching the Eligible Recipient’s contribution dollar for dollar. 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 at least 50% of the total cost of the Eligible Works to be carried out. The Department’s contribution will not exceed the Maximum Grant Amount.

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

Program means the Business Saver.

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:

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

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 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 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

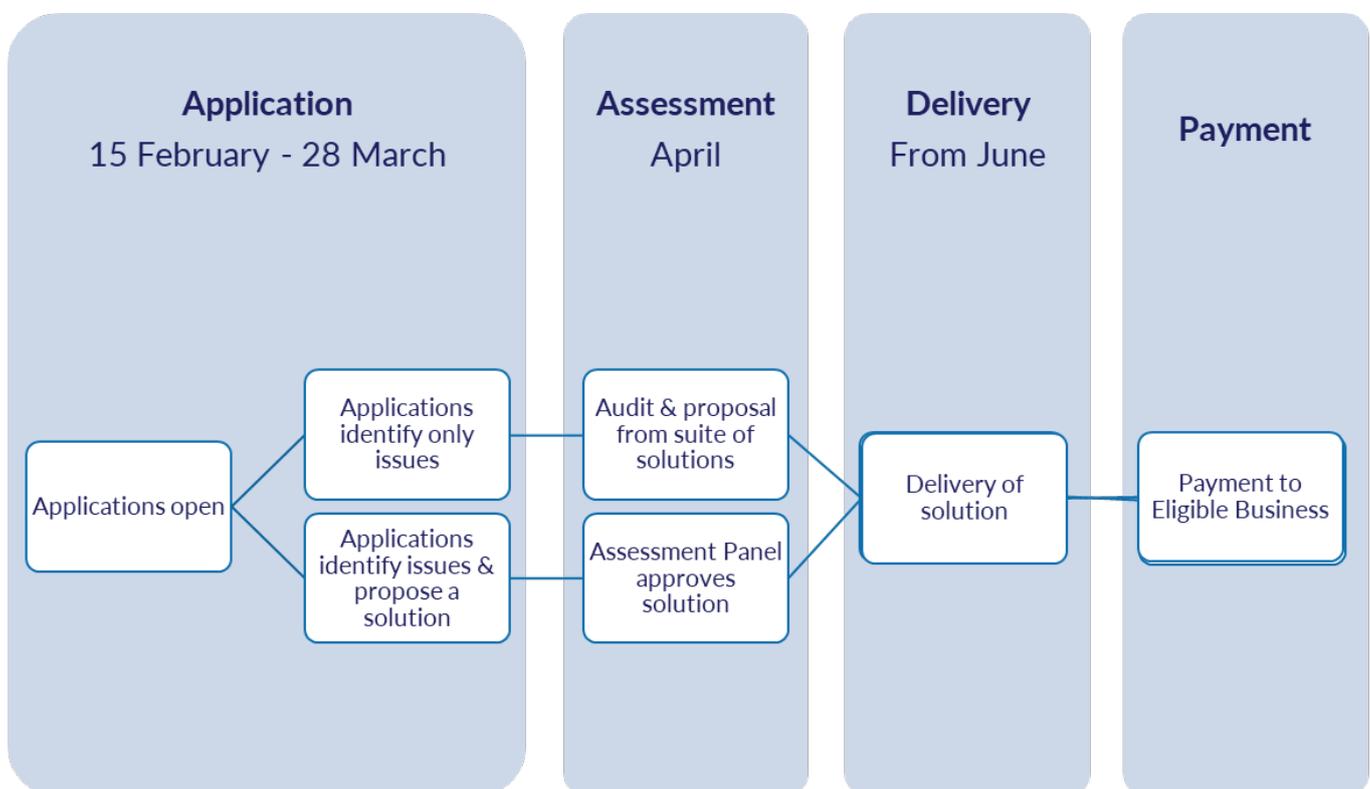
Website means businessrecovery.nt.gov.au.

3. Program Participation

3.1. Program Overview

The Eligible Recipient must submit an application that either:

- identifies a problem and seeks a solution, or
- both identifies a problem and proposes a solution



3.2. Eligibility

The Program is open to Eligible Recipients to apply for Grant Funding for Eligible Works that will help them adapt to the new economic environment and reduce their ongoing expenses, as well as to reach new markets.

Applicants 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).

An Eligible Recipient can **only apply once** to carry out one or two Works up to the total Maximum Grant Amount in relation to works on one Premises.

If a Premises contains multiple business tenancies, each individual business owner may apply to the Program in respect of its own tenancy but no application/s for a Grant to conduct Eligible Works to common areas of the Premises (or in common with other Eligible Recipients) will be approved.

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.

3.3. Application Process

Eligible Recipients will be able to apply to the Program from 9:00am on 15 February 2021 to 5:00pm on 28 March 2021. Applications will be assessed by an Assessment Panel on a competitive basis.

As part of the application process, the Eligible Recipient must:

- a) be able to clearly explain what the issue/ problem is, through data or any other evidence-based method; and
- b) include relevant background information that provides context to the issue/ problem; and
- c) when known, the application will also include a rationale for the solution, including all the following details:
 - o expected outcomes, including expected metrics for the short, medium and long term
 - o evidence that the initiative can be completed, having the right allocation of resources
 - o timeline for implementation
 - o when solutions are proposed to come from outside the NT, Eligible Recipients must provide evidence that they are not available in the Northern Territory
 - o a budget spreadsheet including all costs associated with the initiative
 - o quote(s) for the Eligible Works
- d) agree to undertake a survey about their participation in the Program prior, upon completion and 6 months after completion; and
- e) include an evaluation plan, including metrics to measure success; and
- f) include whether the Eligible Recipient has the ability and expertise to manage and deliver their proposal and all of its elements; and
- g) provide any other information or documentation that the Department may require in the application form.

How to Apply

Visit <https://businessrecovery.nt.gov.au> and follow the links to fill out the online forms and upload the required supporting documentation. The Eligible Recipient must also complete and electronically sign the declaration contained in the application form.

For assistance with online applications, applicants may [contact the Department](#)¹ and a response will be provided within five business days.

3.4. Assessment Process

When an application only identifies a problem (but not a solution), the Department will undertake an audit and make a recommendation from a suite of solutions. Eligible Recipients will then resubmit the application with a quote/quotes for Works in line with the recommendations in the Audit. Quotes must include all the information outlined under '4.1 Quotation'.

When an application identifies a problem and a proposed solution, the Assessment Panel will review and determine if the proposed solution falls within the intent and scope of the Program. The proposed solution will then either be accepted or an alternative proposed to the Eligible Applicant. Quotes must include all the information outlined under '4.1 Quotation'.

The Assessment Panel will use the criteria in section '3.3 Application Process' to determine which applications will receive Grant Funding under the Program, in light of how the proposal meets 'value for the Territory' in line with the [NT Government's Buy Local Plan](#).

Provision of Grant Funding is in the absolute discretion of the Department.

The Department will conduct business checks and other due diligence as part of the assessment process, including consulting with other government agencies or bodies, other organisations and/or relevant individuals, in order to substantiate any claims or statements made in the application, to ascertain the viability and relevance of the proposed project, or to otherwise assist in the assessment of the application.

Successful Eligible Recipients will receive a Voucher/ Vouchers for contribution to the approved Eligible Works.

3.5. Reporting Requirements

In addition to their application, Recipients will be required to submit the following:

- a) an evaluation report, including key metrics to measure success, upon completion of the solution; and
- b) any additional information requested by the Department.

3.6. Successful Eligible Recipients

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

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

A Voucher is not redeemable by the Eligible Recipient for cash or transferrable to any other person whether or not it is an Eligible Recipient.

Note: participation in the Program requires a dollar for dollar matching co-contribution. That means if the Eligible Recipient requests \$10 000 in Grant Funding they will be required to contribute \$10 000 of their own funds towards the Eligible Works.

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

- a) the Northern Territory Government may publish details of Grant Funding issued including without limitation details of the Eligible Works (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.

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

- a) sign and date the Voucher; and
- b) remit the Voucher to the Business. Note: Vouchers must be remitted in full. Vouchers will not be part paid; and
- c) 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. 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 its satisfaction.

3.7. Time Limits on Eligible Works

Eligible Works **must not commence** until the Eligible Recipient 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 must be completed by 30 November 2021 and Vouchers submitted for payment by 31 January 2022.

4. Quotation, Invoicing and Voucher Redemption

4.1. Quotation

Recipients must lodge a quotation, from an Eligible 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 Eligible 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](#).

4.2. Invoicing

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 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](#).

² https://businessrecovery.nt.gov.au/__data/assets/word_doc/0004/972508/quotation-template-saver-solver.docx

³ https://businessrecovery.nt.gov.au/__data/assets/pdf_file/0003/972507/quotation-template-saver-solver.pdf

⁴ https://businessrecovery.nt.gov.au/__data/assets/word_doc/0006/972510/invoice-template-saver-solver.docx

⁵ https://businessrecovery.nt.gov.au/__data/assets/pdf_file/0005/972509/invoice-template-saver-solver.pdf

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 must be completed within three months of the date of issue of the Voucher or by 30 November 2021, whichever is sooner.

All applications for Voucher redemption by Eligible Businesses must be received by 31 January 2022 for processing.

4.3. Voucher Redemption Process

Once the Eligible Works 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** (as evidenced by the dated and signed Voucher handed by the Eligible Recipient or by the End 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
- Attach any relevant permits or certificates for the completed Eligible Works
- 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

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 (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, 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.

6. No Incentives to be Offered or Accepted

A Business must not offer to an Recipient, and an 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.

7. Other Financial Rebates, Discounts and Financial Benefits

Should any proposed Eligible Works include works and/or goods/materials 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 Funding amount or amounts will be reduced by the amount of such benefit to avoid double-dipping.

8. 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.

9. Cancellation of Vouchers

If the Eligible Recipient is no longer able to complete the Eligible Works as originally approved, the Voucher will be cancelled.

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 Eligible Works, or the Recipient wishes to use the Voucher with a different Business) the Recipient must [contact the Department⁶](#) prior to the expiry of the Voucher.

10. 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

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

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 have been obtained, including through the engagement of a building certifier and other relevant professionals.

11. 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, a Recipient, a Premises or Eligible 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 Grant Funding will be issued.

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, 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.

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 the completion of the Eligible Works or the attempted redemption of a Voucher, or within 12 months after the Program's End Date.

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.

Eligible Recipients 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.

12.1. 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 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
 - ii. carrying out the Eligible Works 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 does not, and will not, infringe any legislative requirements, and
 - iv. the Premises, after completion of the Eligible Works, 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 in good condition.

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.

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 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

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

- (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 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.

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 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](#)⁸ and choose the appropriate page and information links.

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

The Department gives no warranty that these 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 Grant Funding and/or Voucher redemption, the Eligible Business or the Eligible Recipient can [contact the Department](#)¹⁰.

16. Program End

Eligible Recipients will be able to apply from 9:00am 15 February 2021 to 5:00pm 28 March 2021. Assessment outcomes will be communicated from June 2021 with all Eligible Works to be completed by 30 November 2021 and all Vouchers redeemed by 31 January 2022 ('End Date'), after which they will be of no further force or effect.

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

⁹ <https://consumeraffairs.nt.gov.au/for-consumers/complaints-and-disputes>

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