

# Aboriginal Business Development Program terms and conditions

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# 1. Introduction

The Aboriginal Business Development Program is a NT Government initiative managed by the Department of Trade, Business and Innovation (the Department). The Program is intended to support Aboriginal people interested in either starting a business or expanding an existing business in the NT.

## 2. General

### 2.1. Program objective

The objectives of the Program are to:

- support business growth and sustainability;
- support the creation of new enterprises across industries;
- increase the number of Aboriginal owned and operated businesses;
- increase the knowledge and skills of emerging Aboriginal business owners; and
- create new employment, economic and skill development opportunities for Aboriginal businesses and business owners.

The program intent is to create successful and viable Aboriginal Businesses. Applications are submitted once the business can demonstrate a financially viable business case. Successful applicants are provided with a voucher to exchange for the approved items deemed essential to commence the business or business opportunity.

### 2.2. Definitions

**Approved Goods Services or Works** are Eligible Goods Services or Works that the Department has approved to be supplied/ provided/ carried out by an Eligible Supplier for an Eligible Recipient as part of a Project.

**Approved Voucher Amount** means the amount approved by the Department for payment of one or more quotations submitted to the Eligible Recipient by an Eligible Supplier for Eligible Works.

**Asset** means any item of personal, real or incorporeal property, with a price or value of \$1,000 or more (inclusive of GST), and which has been purchased, leased, created, acquired or otherwise brought into existence wholly or in part with the Funding;

**Audit** means the Department's right to check the original documents. As a condition of participating in the Program, the Eligible Supplier, and the Eligible Recipient agree to present, upon request by the Department within 10 working days of the request, any documents relevant to the Project, including but not limited to receipts, quotations, invoices and / or evidence of payment (eg bank statements).

**Contract** means a contract for the supply of Eligible Goods, Services or Works to an Eligible Recipient for the purposes of a Project that is made on written terms;

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

**Eligible Goods, Services or Works** are goods, services or works that have been nominated by an applicant as being required for the commencement or expansion of its business.

**Eligible Recipient or Recipient** means an Aboriginal enterprise that satisfies the eligibility criteria at Clause 2.4.

The Department will in its absolute discretion ascertain and decide whether an applicant recipient is eligible under this Program.

**Eligible Supplier** is a **Territory Enterprise** that:

- 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 issued at least six months prior to participating in the program, and
- has and will maintain during the course of the Program 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 \$5 million cover, and
- has been approved by the Department to be part of the Program. Approval is dependent upon satisfactory results of due diligence the Department may conduct (in its absolute discretion), and
- is ordinarily engaged in the business of provision of the works, goods or services for which quotations will be sought by applicants under this Program, and
- where relevant, will be the Head Contractor in respect of any Contract the subject of an application for a Voucher.

Only Eligible Suppliers can participate in the Program.

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

**Maximum Eligible Grant (Voucher) Amount** means the sum of \$30,000 (including GST).

**Minimum Eligible Grant (Voucher) Amount** means the sum of \$500 (including GST).

**Program** means the Aboriginal Business Development Program described in these Terms and Conditions.

**A Project** is the carrying out of the provision of any Eligible Goods, Services or Works pursuant to the terms of one or more Contract/s.

**Premises** means:

- a) a property, part of a property, or part of a building situated on a property in the Northern Territory, and
- b) a property which the Eligible Recipient either owns or has a written agreement with the owner to occupy on a continuous basis ('Agreement to Occupy'), and
- c) the Premises is being (or is to be) lawfully and solely used for the purposes of carrying on the business of the Eligible Recipient by the Eligible Recipient, and
- d) if the Premises is not owned by the Eligible Recipient, the Eligible Recipient is legally entitled to carry out Eligible Works to improve it, and
- e) the Premises has not been approved for a grant under this Program previously, and
- f) the Premises is used predominantly for business purposes.

The Department will in its absolute discretion ascertain and decide whether a Premises is eligible under this 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, member, 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, and
- c) in relation to a person, means a Relative of that person.

**Relative** in relation to a person, means the spouse, parent or remoter lineal ancestor, child or remoter issue, or brother or sister of the person.

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

- 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 issued at least six months prior to participating in the program, and
- is operating in the Northern Territory - the enterprise is currently engaged in productive activities (ie production of goods or delivery of services) within the NT, and
- has a significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT, and
- employs NT residents - the enterprise employs Territorians.

**Voucher** means a payment instrument issued by the Department to an Eligible Recipient to use for payment of (or contribution to the payment of) an invoice issued by an Eligible Supplier. A Voucher will not be issued for an amount below the Minimum Eligible Amount or above the Maximum Eligible Amount, and the sum of all Vouchers issued will not exceed the Maximum Eligible Amount.

Up to a maximum of five Vouchers will be issued per Eligible Recipient in payment of invoices for Eligible Works or Eligible Goods or Services.

**Website** means [Aboriginal Business Development web page on the Northern Territory Government website](https://nt.gov.au/industry/start-run-and-grow-a-business/grow-your-business/business-grants-and-funding/aboriginal-business-development-program-abdp)<sup>1</sup>.

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<sup>1</sup> <https://nt.gov.au/industry/start-run-and-grow-a-business/grow-your-business/business-grants-and-funding/aboriginal-business-development-program-abdp>

## 2.3. Program participation

The Program is open to Eligible Recipients to apply for Voucher(s) in contribution to payment for Approved Goods, Services or Works. Any Eligible Goods, Services or Works must be carried out pursuant to Contract(s), subject to approval of quotation/s.

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

Only an Eligible Recipient may participate in the Program and apply for a Voucher. An Eligible Recipient must not apply for a Voucher if it is Related to or a Relative of:

- a) the Eligible Supplier providing the quotation; or
- b) the owner of the Premises (if the Premises is not owned by the Eligible Recipient). Note this restriction does not apply if the Approved Works, Goods or Services will not result in fixed improvements being made to a Premises that is occupied by the Eligible Recipient.

## 2.4. Eligibility Criteria – Recipients

The Program is open to Aboriginal(s) and joint ventures where Aboriginal Territorians hold significant equity.

- applicant(s) must be either an Aboriginal Corporation, or another kind of legal entity (including an Aboriginal Individual or group of Aboriginal Individuals, located in/ resident in the NT, which is owned and operated by at least 50% Aboriginal persons and which satisfies the following:  
**Aboriginal Individual** is defined as:
  - i. being of Australian Aboriginal or Torres Strait Islander descent
  - ii. having previously and consistently in day-to-day life been known to be and/ or identified as an Australian Aboriginal or a Torres Strait Islander
  - iii. being accepted as an Australian Aboriginal and /or Torres Strait Islander in the community in which they live or have lived.
- Non-individual applicants must be incorporated under the Corporations Act 2001, Corporations (Aboriginal and Torres Strait Islander) Regulations 2007 (CATSI), or the Associations Act (NT).
- One or more of the above entities may apply as a joint venture, together with non-Aboriginal partners who are able to demonstrate financial stability and capacity to deliver the funded business activity or project;
- Applicants must be able to demonstrate evidence of financial co-contributions in support of the business activity or project for which funding is sought.
- Applicants must have all necessary approvals, licences and endorsements required to carry out the business activity or project.
- Applicants must provide a business plan as part of their application which demonstrates how new employment, economic or skill development opportunities will be created by any support granted under the Program.

## 2.5. Process for approval of a Project

Because each business is unique, there are no strict parameters for Eligible Goods, Services or Works, however they may be things such as:

- professional development for business owners and/ or staff (accredited and non-accredited training and other qualifications)
- engage professional or specialised services to assist with regulatory issues or approvals, eg land tenure and zoning, or to market or develop the business's profile or sales ability, eg website development;
- secure tangible assets essential for the business to commence operation or act on new opportunities such as office equipment

Applicants should note that operational costs incurred in the course of the normal day to day operation of the business, such as purchase of stock in trade or the undertaking of maintenance, repairs and general upkeep of a Premises and similar expenses, are not Eligible Goods, Services or Works.

The Program is managed through departmental representatives, who provide one on one support throughout the application process. These will help to:

- map out business ideas including identifying business needs
- access industry-specific information; identify any licences or qualifications required for the business and any other information to operate the business
- navigate through relevant government agencies to help connect you with the right people
- identify relevant business workshops and programs to ensure that the applicant has the skills to start and operate the business.

Up to five Eligible Suppliers may provide Eligible Goods, Services or Works to an Eligible Recipient under this Program.

The process from the initial application to the issue of voucher/s is stepped. The application form sets out the requirements at each step of approval. A summary of the application process is:

1. The applicant submits business/ incorporation details, describes goods, services or works it requires, provides proof of Aboriginality to establish eligibility and any other requirements listed in the application form at Step 1
2. The Department will carry out its due diligence process in relation to the information given in Step 1 and either decline or approve Step 1 of the application
3. If approved, the applicant will progress to Step 2 of the application, which will require submission of the applicant's business or feasibility plan, current licences, permits, business insurances and other essential supporting documents listed in the application form at Step 2. Quotations from Eligible Suppliers for each supply of Eligible Goods, Services or Works are also submitted for assessment by the Department
4. The Department will consider the merit of the application and all quotes submitted. The Department will decline or approve Step 2 of the application, and if approved, may impose conditions on the approval, including that certain quotations be accepted or not accepted
5. The Department will issue voucher/s in respect of any quotations that the Department has approved and the applicant wishes to accept, up to the Maximum Voucher Amount.

The approval process may take up to 30 days from receipt of a fully completed Step 2 application. The Department may (but is not obliged to) require an applicant to meet with a departmental representative during Step 2 in order to discuss, present or develop the applicant's business plan.

## 2.6. Vouchers

All Voucher/s must be signed by the Eligible Applicant on delivery or provision of the Eligible Goods, Services or Works. By surrendering the signed Voucher to an Eligible Supplier the Eligible Recipient warrants and declares to the Department that the Eligible Goods, Services or Works the subject of each Voucher have been provided or carried out to its satisfaction.

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

All Contracts and orders in respect of Eligible Works Goods or Services must be completed in full by no later than three months from the issue of a Voucher.

## 2.7. Assets

### 1. The Recipient must:

- a) use any Asset in accordance with these Terms and Conditions and solely for the purposes of the conduct of its business (and not for any personal use), and in a lawful, professional and responsible manner;
- b) keep all Assets insured for their full replacement value and for all other relevant risks;
- c) not during the period up to 12 months after the Project is completed, dispose of, transfer, lease, license, encumber, part with possession of, or otherwise deal in any way with an Asset or any part of it without having first obtained the Territory's written consent, which may be withheld in the Territory's absolute discretion;
- d) secure and safeguard all Assets against loss, theft, damage or unauthorised use and maintain them in good working order and condition;
- e) allow the Territory to inspect the Assets upon the Territory providing reasonable notice within the period up to 12 months after the Project is completed;
- f) Any Assets stolen, lost, damaged or destroyed are to be reinstated or replaced by the Recipient using its own funds;
- g) If the Recipient does sell or dispose of an Asset in any way during the Term (with or without the consent of the Territory), or if an Asset is stolen, lost, damaged or destroyed, or the Recipient otherwise no longer has the Asset or the use of the Asset, the Recipient must immediately notify the Territory in writing.
- h) If the Recipient does sell or dispose of an Asset in any way during the Term (with or without the consent of the Territory), then unless the Territory directs otherwise, within ten (10) Business Days of the sale or disposal the Recipient must pay the Territory, if demanded, an amount equal to the proportion of the value of the Asset, following depreciation using the Depreciation Rate, that is equivalent to the proportion of the purchase price of the Asset that was funded under the Program (where "Depreciation Rate" means the depreciation rate nominated by the Territory from time to time for assets of a particular type).
- i) If the Eligible Recipient at any time during its participation in the Program or within 12 months after completion of the Project:

- i. is in breach of these Terms and Conditions; or
  - ii. ceases to use an Asset for the purpose of the Project, or the Territory is of the opinion that an Asset is no longer suitable to be used for the Project or the purpose for which it was approved under this Agreement.
2. The Territory may, in its sole discretion, give the Recipient a written direction to:
- i. transfer the Recipient's interest in any Asset to the Territory or its nominee for no consideration;
  - ii. repay to the Territory an amount equal to the proportion of the value of any Asset following depreciation using the Depreciation Rate, or
  - iii. deal with any Asset in any other way the Territory directs, including as to how to apply any proceeds of sale,

and the Recipient must comply with the direction within ten (10) Business Days of the direction being given.

## 2.8. Time limits on Works and Program

- a) Eligible Goods, Services or Works must not be sourced until Step 2 of an application has been approved by the Department
- b) An Eligible Applicant must submit its Step 2 application within six months of receiving approval at Stage 1; otherwise the application will be cancelled
- c) All Contracts must be completed within three months of a Voucher being issued, otherwise the application will be cancelled. No applications for participation in the Program will be accepted:
  - i. once all the funds allocated for the Program have been committed, or
  - ii. after Government closes the Program; at present the Program is ongoing.

## 2.9. No incentives to be offered or accepted

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

## 2.10. Other financial rebates, discounts and financial benefits

Should any proposed Eligible Goods, Services or Works include goods / materials, services and / or 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.

An Eligible Recipient must not apply for a Voucher if it has already received or is entitled to receive funding (whether whole or in part) for the Eligible Goods, Services or Works (or Goods, Services or Works of the same nature as those being applied for under the Program) under a current grant or budgetary arrangement with a Northern Territory or Commonwealth Government Department.

## 2.11. Goods and Services Tax (GST)

The amount of the Voucher(s) used in payment of Contract(s) is **exclusive** of GST.

## 2.12. Outsourcing and subcontracting

If an Eligible Supplier chooses to outsource and/ or subcontract part of a Contract, that third-party business must be an Eligible Supplier and satisfactory evidence of such, together with its suitability to carry out the relevant work, must be provided to the Department at the same time as approval for a relevant quotation is sought.

Where part of a Contract is sub-contracted, a sub-contractor must be paid within the terms of a valid tax invoice to the Eligible Supplier, regardless of when a Voucher is redeemed.

## 2.13. Site inspections

The Eligible 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.

- a) The Eligible Recipient warrants that:
  - i. the Premises 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 Premises
  - iii. any use of the Premises for the Contract(s) does not, and will not, infringe any legislative requirements, and
  - iv. the Premises, after completion of the Contract(s), will comply with all Australian Standards and any other standards or requirements which relate to the ongoing use of the Premises by the Eligible Recipient.
- b) The Eligible Recipient must safeguard the Premises against loss, damage or unauthorised use, and maintain the Premises and the works the subject of the Contract(s) in good condition.

## 2.14. Eligible Goods, Services or Works at risk of Eligible Recipient

Where the Department has approved the issuing of a Voucher to an Eligible Supplier, the Department gives no warranties, express or implied, as to the suitability or calibre of that Eligible Supplier to carry out a Contract.

The Department will not carry out any specific enquiries in relation to a business other than those it deems necessary (in its absolute discretion) to ensure, so far as reasonably practicable, that a business is an Eligible Supplier. The Eligible Recipient 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 Eligible Recipient's expectations, including without limitation goods, services or works that are of unacceptable standard, quality or workmanship.

Further, the Department takes no responsibility and is not liable in any circumstances for:

- a) any loss of damage accruing to the Eligible Recipient in the event that the quoting business fails to complete the work, or supply any goods or services by the cut off dates (or at all), including loss of benefit and use of a Voucher
- b) any loss or damage accruing to an Eligible Recipient after conduct of any works due to any criminal activity occurring on a Premises.

By making an application for a Voucher, the Eligible 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 it may suffer of any nature whatsoever (including without limitation personal injury or death) whether in relation to any goods, materials or services supplied and / or conduct of any Contract (or lack thereof).

## 2.15. Program changes

The Minister and/ or the Department reserve the right at any time 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
- without limiting its rights under clause 3.1, remove a business from further participation in the Program where the Department has reasonably determined that the Business is no longer an Eligible Supplier, 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 Northern Territory Government policy change, in which case no further Vouchers will be issued.

## 3. Participation of Eligible Suppliers

### 3.1. Business participation in the Program

To be an Eligible Supplier, a business must register with the Department using the form for that purpose on the Website. Only businesses that the Department approves will be Eligible Suppliers.

Participation in the Program may be revoked by the Department by notice in writing to a participating Eligible Supplier and if revoked then the Eligible Supplier will be 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 eligibility will not be revoked unless the Department:

- a) has received information from an Eligible Recipient or other relevant person that indicates that the particular 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) put written details of its concerns to the relevant 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 identify the complainant).

## 3.2. Quotation process

The following elements must appear in 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 applicant (Eligible Recipient)
- description of goods, services or works
- total price (showing any GST component separately)
- an estimate of the start and completion dates of the Eligible Works or the date/s of supply of goods/ services
- names and contact details of sub-contractors used (if applicable)
- payment terms and conditions.

A quotation template is available on the website.

## 3.3. Invoicing process

If the Eligible Recipient's application is approved, it will be issued with a Voucher for the Approved Voucher Amount in line with the Terms and Conditions of the Program. When redeeming a Voucher, the Eligible Supplier must include a valid tax invoice containing the following information to the Department:

- business name
- Australian Business Number
- contact person and contact details
- invoice number
- invoice date
- address of works
- person(s) invoiced (Eligible Recipient) and address/ contact details
- description of goods, services or works
- total price (showing any GST component separately)
- date of completion of works or the date/s of supply of goods/ services
- payment terms and conditions.

An invoice template is available on the website.

**Note: The invoice must match the approved quotation.**

The Business must then obtain the signed Voucher from the Eligible Recipient and redeem the Voucher through the online redemption process - see 3.4 Voucher Redemption Process.

The amount of the Voucher is inclusive of GST.

All works must be completed/ goods and/ or services supplied within 3 months of the issuing of a Voucher - see also **8. Program end.**

### 3.4. Voucher redemption process

Once a Voucher has been signed and handed to an Eligible Supplier, it must be redeemed through the online redemption process, providing the following details:

- business details
- voucher number
- voucher amount
- invoice total, showing the amounts already paid if any
- attach a scanned copy of the Voucher signed by the Eligible Recipient, the invoice and/ or receipt
- complete the online declaration confirming that the Business will retain the original Voucher, and a copy of the quotation, invoice and/ or 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 that it will only outsource and/ or sub-contract to another Eligible Territory Business.

For assistance with online redemption, Businesses may [contact the small business champion<sup>2</sup>](#).

## 4. Handling of Vouchers

### 4.1. Payment to the Eligible Supplier

At the completion of a Contract for works, or upon delivery of goods or services, the Eligible Recipient is required to:

- sign and date the Voucher(s) for the Contract(s), and
- provide the Voucher(s) to the Eligible Supplier/s.

Please refer to clause **2.11 Goods and Services Tax (GST)** for an explanation on how GST is treated under this Program.

### 4.2. Cancellation of Vouchers

Should the Eligible Recipient require the cancellation of an approved Voucher, they must [contact the small business champion](#).

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<sup>2</sup> <https://nt.gov.au/industry/start-run-and-grow-a-business/grow-your-business/business-grants-and-funding/small-business-champions>

**Note:** If a Voucher is cancelled and the Eligible Recipient wishes to have a new Voucher issued (for example, because the Eligible Recipient and the Eligible Supplier have agreed to vary a Contract, or the Eligible Recipient wishes to use a different Eligible Supplier) the Eligible Recipient will be required to either re-apply for a new Voucher or vary their application in line with the Department's instructions. The new/ amended application will be subject to these Terms and Conditions and re-assessed.

Should a Voucher not be used within three months of the date of issue, it will be cancelled and will have no force or effect.

## 5. Due diligence, audit and privacy

The Eligible Supplier, and Eligible Recipient acknowledge that the Department will, in addition to anything specifically referred to in these Terms and Conditions, conduct such due diligence enquiries as it sees fit at each Stage of an application and during the conduct of any Contracts, in order to ensure the integrity of the Program and that the allocated funding is to be 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, credit checks, and enquiries of private businesses or institutions as the Department sees fit.

All Eligible Suppliers and Eligible Recipients must be solvent at the time the application is made and must have no reason to believe that they may become insolvent during the period of their participation in the Program. If a participant has an external administrator or liquidator appointed or the Department receives other evidence of insolvency then the Department may (but is not obliged to) terminate participation by the insolvent entity (acting reasonably having regard to the circumstances).

All participants in the Program acknowledge and accept that the Department will seek from and share information with other Northern Territory 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, during and after approval of a Project or before, during and after redemption or attempted redemption of a Voucher, as well as within twelve months after the completion of a Project.

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

The Department is bound by the Information Act (NT) and, subject to these Terms and Conditions, will only ever use information in accordance with the Northern Territory Government's Information Privacy Principles. These principles are available at [infocomm.nt.gov.au/privacy/information-privacy-principles](https://infocomm.nt.gov.au/privacy/information-privacy-principles)<sup>3</sup> or by contacting the Information Commissioner Northern Territory on 1800 005 610.

By providing information to the Department under the Program, Businesses and Eligible Recipients agree to the Privacy Statement which can be found by viewing the [privacy statement](#)<sup>4</sup>.

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<sup>3</sup> <https://infocomm.nt.gov.au/privacy/information-privacy-principles>

<sup>4</sup> <https://business.nt.gov.au/publications/policies/privacy-policy>

In addition to the Privacy Laws, the Department is subject to, and may do anything in connection with this Program that may be required for compliance with the Public Interest Disclosure Act (NT) or the Independent Commissioner against Corruption Act (NT).

## 6. Compliance with Laws, Release and indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, all Eligible Supplier and Eligible Recipients must comply with all laws relevant to their participation, including without limitation to all statutory requirements for permits and approvals in relation to the Works, Goods and Services, laws relating to any relevant Premises, and the obligations on persons to report unlawful activity under the Independent Commissioner against Corruption Act (NT). Further, Eligible Supplier and Eligible Recipients 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 or delivery of any Works, Goods or Services or otherwise.

Furthermore, the Eligible Recipient and the Eligible Supplier fully release and indemnify the Department against any loss or damage they may suffer of any nature whatsoever (including without limitation personal injury or death) caused or contributed to by participation in the Program.

## 7. Disputes and complaints

The Department is not responsible for resolving any disputes between participants in the Program.

For disputes relating to building and construction works quoted / planned and / or conducted by an Eligible Supplier at a Premises, participants can go to [Building complaints and disputes](#)<sup>5</sup> and choose the appropriate page and information links.

Consumer Affairs can be contacted on 1800 019 319 or by visiting [www.consumeraffairs.nt.gov.au](http://www.consumeraffairs.nt.gov.au) and dispute resolution information can be accessed at [www.consumeraffairs.nt.gov.au/ForConsumers/ComplaintsAndDisputes/Pages/default.aspx](http://www.consumeraffairs.nt.gov.au/ForConsumers/ComplaintsAndDisputes/Pages/default.aspx)

For disputes and complaints relating to applications for registration as an Eligible Supplier, applications for a Voucher and / or Voucher redemption, the Eligible Supplier or Eligible Recipient can [contact the small business champion](#)<sup>6</sup>.

## 8. Program end

The Program is ongoing, however the funding available for each year is capped. Therefore, vouchers will be issued to Eligible Recipients in accordance with government allocations in each year until fully committed for that year, and the Program will continue until government discontinues it.

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<sup>5</sup> <https://nt.gov.au/property/building-and-development/building-complaints-and-disputes/introduction>

<sup>6</sup> <https://nt.gov.au/industry/start-run-and-grow-a-business/grow-your-business/business-grants-and-funding/small-business-champions>