

Biz Secure Program

Terms and conditions

Up to 30 June 2021

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1. Introduction

The Business Security Assistance Program is intended to support Territory businesses to enhance the security of their facilities and premises against break-ins. This initiative will also support the safety and security improvement sectors by requiring that businesses use other local businesses to carry out works.

2. General

2.1. Program objective

The objective of the program is to help Northern Territory (NT) businesses improve the safety and security of their premises against break-ins.

2.2. Definitions

Approved purpose means the conduct of eligible works that will result in the improved security and / or safety of a premises in accordance with the Crime Prevention Through Environmental Design (CPTED) principles. Eligible works must be in line with the outcomes of the CPTED audit and be consistent with the program objective outlined under 2.1 to achieve the approved purpose.

Approved voucher amount means the amount approved by the department for payment of one or more quotations submitted to the eligible recipient by an eligible business for eligible works.

Audit means the department's right to check the original documents. As a condition of participating in the program, the business, the security audit contractor and the eligible recipient agree to present, upon request by the department within 10 working days of the request, any relevant documents, including but not limited to receipts, quotations, invoices and / or evidence of payment (eg bank statements).

Building permit means a permit issued pursuant to section 55 of the Building Act (NT) (1993).

Cluster business means a group of businesses which all operate from the same premises (or if more than one premises, then all premises are in the immediate vicinity of each other) and the group contains at least two eligible recipients.

All premises within the cluster business must have one owner or be managed by one body corporate.

The department will in its absolute discretion ascertain and decide whether a cluster business is eligible under this program.

Contract means a written contract for the conduct of eligible works between an eligible recipient and an eligible business.

Department means the NT Government Department of Industry, Tourism and Trade.

Eligible recipient means a Territory enterprise(s) that:

- is either:
 - a. duly incorporated under an Act of the NT or the Commonwealth, or
 - b. a sole trader or partnership operating pursuant to a NT registered business name, and
- is physically located in the NT, and

- services its customers or clientele from a shopfront premises or has at least one external publicly accessible entry / exit point, and
- offers goods and / or services to the public (and, in the case of a not-for-profit business enterprise it is a not for profit organisation), and
- has no more than 100 persons engaged by the business (including any controlling entity/ies and including full-time and part-time proprietors and employees, including contract employees), and
- is an incorporated / registered business, and
- holds a valid ABN in respect of the business, and
- is not an excluded recipient.

An eligible recipient may either be an individual business or a cluster business.

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

Eligible Territory service business or eligible business 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
- was providing its safety and security installation services wholly or substantially in the NT for 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 \$10 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/es of the sale and service of safety or security fixtures and the supply and erection of fixed improvements to land, and
- will be the head contractor in respect of any contract the subject of an application for a voucher.

Only eligible service businesses can participate in the program.

Eligible works are the provision and installation of equipment, fittings, landscaping and the like which will be permanently fixed to the premises and will provide or improve the security and / or safety of the premises against break-ins.

Eligible works must be consistent with the security audit conducted as part of this program and the program's policy intent and objective and be for an approved purpose. Further, eligible works must demonstrate value for money.

The decision as to which eligible business is chosen to conduct the eligible works rests with the eligible recipient, subject to the provisions of clause 2.4.

Excluded recipients are:

- businesses which operate from premises other than fixed premises (for example, mobile businesses)
- publicly listed companies

- home based businesses or businesses operating from residential premises
- large shopping centres as determined by the department
- government and local government bodies, businesses and organisations
- educational institutions, schools and businesses / organisations operating out of educational institution / school grounds, including pre-schools
- other excluded businesses and organisations as may be determined by the department or the minister from time to time in their absolute discretion.

Head contractor means the eligible service business that will submit invoice(s) for payment to the eligible recipient and who will conduct the majority of the eligible works.

An **individual business** must have at least one external publicly accessible entry / exit point (ie not accessible from inside a building / complex, shopping centre only).

Invoice means an invoice issued by an eligible business 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 for an individual business, means the sum of \$20,000 (exclusive of GST) made up as follows:

- a. \$2,000 in contribution toward the cost of the mandatory security audit, and
- b. up to \$18,000 in contribution toward the cost of up to four contracts for eligible works (in addition to the mandatory security audit) on the basis that the program will contribute the first \$8,000, and the eligible recipient matches dollar-for-dollar the contribution sought from the program thereafter.

Maximum eligible grant (voucher) amount for a cluster business, means the sum of up to between \$20,000 and \$50,000 (exclusive of GST) made up as follows:

- a. between \$4,000 and \$7,000 in contribution toward the cost of the mandatory security audit, and
- b. between \$16,000 and \$43,000 in contribution toward the cost of up to five contracts for eligible works (in addition to the mandatory security audit) on a dollar-for-dollar matching basis.

The maximum eligible grant amount for a cluster business application will be proportional depending on the number of eligible recipients forming part of the cluster business, from two participating businesses being eligible for up to \$20,000 to five or more businesses eligible for up to \$50,000.

Minimum eligible grant (voucher) amount means the sum of \$500 for an individual business and \$2,000 for a cluster business.

Not for profit organisation means an incorporated Territory enterprise the constitution of which specifies that the profits of the organisation are to be used for the purpose of the organisation only, and not paid or returned to members.

Program means the Business Security Assistance Program described in these terms and conditions.

Premises means:

- a. a property, part of a property, or part of a building situated on a property in the NT, 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 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 Biz Secure grant previously, and
- f. the premises is not used for, or lawfully able to be used for, residential purposes in addition to 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.

Security audit means a written audit of the premises that considers all aspects of the safety and security of the business within the broader environment where the business is located and makes recommendations for eligible works to be carried out to the premises.

Security audit contractor means a legal entity that has been approved and registered by the department to carry out security audits under this program, a list of which is provided at [registered security audit contractors](https://bizsecure.nt.gov.au/businesses/registered-security-audit-contractors)¹. A security audit contractor must be an eligible Territory enterprise.

Successful police checks (finger print), successful completion of a CPTED training course, submission of a certificate of currency of professional indemnity insurance (minimum

\$2 million cover) and the department's satisfactory due diligence are conditions of registration as a security audit contractor under the program.

Should a business be approved as both a security audit contractor and an eligible service business, they are not to both provide a security audit and be contracted to carry out eligible works for the same eligible recipient.

¹ <https://bizsecure.nt.gov.au/businesses/registered-security-audit-contractors>

The final decision as to which security audit contractor is appointed to audit a particular eligible recipient's premises rests with the department.

Eligible 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
- operating in the NT - the enterprise is currently engaged in productive activities (ie production of goods or delivery of services) within the NT, and
- significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT, and
- employing NT residents - the enterprise employs Territorians.

Voucher means a payment instrument issued by the department to an eligible recipient to use for payment of an invoice issued by an eligible Territory business. A voucher will not be issued for an amount below the minimum 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 individual eligible recipient and up to a maximum of six vouchers will be issued per cluster business for eligible works. For both categories of eligible recipients, one of the vouchers will be for the security audit.

2.3. Program participation

The program is open to eligible recipients and eligible Territory businesses to apply for voucher(s) in contribution to payment for an eligible security audit and, subject to approval of quotation/s, eligible works for an approved purpose carried out pursuant to contract(s).

Applications must be made to the department and comply with all processes and procedures contained in these terms and conditions and that the department may otherwise set from time to time.

Applicants should note if a building permit for the works is required by law, the recipient must obtain such permit and ensure the works are carried out strictly in accordance with its terms.

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

A successful eligible recipient may apply to carry out eligible works as an individual business to more than one (but not more than three) premises, but it must make separate applications in respect of each individual premises that it operates from.

2.4. Conduct of security audit

It is a mandatory precondition to the issue of voucher(s) for eligible works that a security audit be carried out.

The eligible recipient must have received a security audit report in line with the program objective (2.1) and the approved purpose before the eligible recipient calls for quotations for eligible works to be performed at the premises. The voucher for the security audit must not be handed to the security audit contractor until the security audit report has been duly completed, signed and provided to the eligible applicant.

Subject to the conditions set out in this clause, vouchers will be issued for payment to security audit contractors as follows:

- a. \$2,000 for each premises the subject of an application by individual businesses (up to a maximum of three), and
- b. one payment for up to \$7,000 for cluster businesses, subject to the number of eligible businesses included in the cluster as defined under 2.2 definitions (**cluster business and maximum eligible grant (voucher) amount** for a cluster business).

The security audit contractor that carries out the security audit must not be related to or a relative of any eligible business that subsequently provides a quotation for eligible works to be carried out to the premises.

The security audit contractor must provide an independent assessment of the eligible recipient's premises' security requirements that are in line with the program's objective and approved purpose.

If the security audit does not already include this information, the eligible recipient must provide a brief description and a plan of the works to the department as part of their application for voucher(s), to enable the department to decide whether the works are for an approved purpose under these terms and conditions. The decision as to whether a purpose is an approved purpose will be made by the department in accordance with the objectives and intent of government and in its absolute discretion.

By applying to participate in the program, the eligible recipient indemnifies the security audit contractor 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, security breaches following on from a security audit and subsequent eligible works and the conduct of any works or otherwise.

Should a business be approved as both a security audit contractor and an eligible service business, they are not to both provide a security audit and be contracted to carry out eligible works for the same eligible recipient.

Eligible recipients must not be related to either eligible businesses or security audit contractors.

2.5. Conduct of eligible works and limitations

Eligible works for individual eligible recipients may be conducted by up to five eligible businesses (one of which must be the security audit contractor) in and about the approved premises. Eligible works for cluster businesses may be conducted by up to six eligible businesses (one of which must be the security audit contractor) in and about each approved premises.

One eligible business may issue separate invoices for up to three separate contracts for each approved premises.

Should a business be approved as both a security audit contractor and an eligible service business, they are not to both provide a security audit and be contracted to carry out eligible works for the same eligible recipient.

Where the eligible works comprise or include building works, the applicant must submit with its application:

- quotations from eligible service businesses, and
- evidence that the applicant has engaged a building certifier (which may be in the form of an email or letter from the building certifier).

Once the department is satisfied that the quotations represent overall value for money the department will provide:

- where the works do not include or comprise building works, written approval to the applicant to start eligible works in the form of a voucher or vouchers, or
- where the works include or comprise building works, written approval in principle subject to the eligible recipient providing to the department a copy of the application for a building permit and documentary evidence that it has been submitted to the relevant statutory authority.

Once the department has received the documents required by sub-section b. it will then issue a voucher or vouchers to the eligible recipient.

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

The first voucher will be issued for the mandatory security audit. All vouchers must be signed and provided to the security audit contractor or other eligible business on completion of the eligible security audit or eligible works. By surrendering the signed voucher to an eligible business the eligible recipient warrants and declares to the department that the works the subject of each voucher have been carried out to its satisfaction.

A voucher is not redeemable by the eligible recipient or transferrable to any other person whether or not they are an eligible recipient.

A voucher or vouchers will be issued for up to the maximum eligible amount for each contract, subject to the following:

- a. the program will contribute the first \$8,000 towards the total value of the eligible works
- b. for eligible works valued at over and above \$8,000, the eligible recipient must match dollar-for-dollar the amount of any voucher or vouchers sought, up to the total grant amount of \$18,000 (excluding the security audit)
- c. all contracts must be completed no later than 28 February 2022. Eligible recipients must not be related to either eligible businesses or security audit contractors.

2.6. Time limits on works and program

- a. Security audits and eligible works must not commence until an application has been approved by the department.
- b. All security audits must be completed within one month and all eligible works contracts must be completed within three months of a voucher being issued.
- c. 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 30 June 2021, whichever comes first.

2.7. No incentives to be offered or accepted

An eligible business must not offer to an eligible recipient, and an eligible recipient must not ask for or accept from the eligible business (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).

2.8. 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 NT 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 NT or Commonwealth government department.

2.9. Goods and Services Tax (GST)

The amount of the voucher(s) used in payment of contract(s) is exclusive of GST and if the business is registered for GST, then GST will be paid by the department in addition to the voucher amount.

2.10. Outsourcing and subcontracting

If the eligible business chooses to outsource and / or subcontract part of a contract, that third-party business must be an eligible business and satisfactory evidence of such must be provided to the department at the same time as approval for a quotation and participation in the program 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 business, regardless of when a voucher is redeemed.

2.11. 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.

2.12. Security audit and eligible works at risk of eligible recipient

Where the department has approved the issuing of a voucher to an eligible business, the department gives no warranties, express or implied, as to the suitability or calibre of that eligible business 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 business. 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 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 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 a security audit and / or works due to any criminal activity occurring on the premises (including without limitation any breach of or damage to security measures that were carried out using funds supplied under the program).

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 the goods and materials supplied and / or conduct of any contract (or lack thereof).

By applying to participate in the program, the eligible recipient further indemnifies the security audit contractor 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, security breaches following on from a security audit and subsequent eligible works and the conduct of any works or otherwise.

2.13. 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
- 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

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 NT Government policy change, in which case no further vouchers will be issued.

3. Eligibility criteria and processes - eligible businesses (including security audit contractors)

3.1. Business participation in the program

By providing a quotation to the eligible recipient under this program, the eligible business agrees to have its details recorded with the department.

All security audit contractors must have completed the pre-registration process and have been notified that they have been registered before being able to carry out a security audit at the eligible recipient's premises.

Participation in the program may be revoked by the department by notice in writing to a participating eligible business or security audit contractor and if revoked then the eligible business or security audit contractor 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 tends to indicate 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 tend to identify the complainant).

All participants in the program declare and warrant to the department that they have read, understood and fully accepts these terms and conditions and fully release and indemnify the department, and where relevant, the security audit contractor, against any loss or damage the participants may suffer of any nature whatsoever in relation to the program, the security audit and its recommendations and / or the works carried out for the eligible recipient.

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 works, including plans of proposed camera locations (if applicable)
- total price (showing any GST component separately), including, where applicable, any fee payable in respect of an application for a building permit
- an estimate of the start and completion dates of the eligible works
- names and contact details of subcontractors used (if applicable)
- payment terms and conditions.

Get the quotation template:

[Quotation template DOCX \(23.2 KB\)²](#) | [Quotation template PDF \(115.4 KB\)³](#)

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 business 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 works undertaken
- total price (showing any GST component separately)
- date of completion of works
- separately show the price of goods / materials
- payment terms and conditions.

Get the invoice template:

[Invoice template DOCX \(20.1 KB\)⁴](#) | [Invoice template PDF \(112.8 KB\)⁵](#)

Note: The invoice must match the approved quotation.

² <https://bizsecure.nt.gov.au/?a=624960>

³ <https://bizsecure.nt.gov.au/?a=624958>

⁴ <https://bizsecure.nt.gov.au/?a=624961>

⁵ <https://bizsecure.nt.gov.au/?a=624959>

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 **exclusive** of GST and if the business is registered for GST, then GST will be paid in addition to the total value of the voucher.

All works must be completed by no later than 28 February 2022 and all outstanding vouchers must be redeemed before close of business on 30 April 2022 - see also 8. **program end**.

3.4. Voucher redemption process

Once a voucher has been signed and handed to the security audit contractor or the business, 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 subcontract to another eligible Territory business.

Eligible service business please note that the provision of a building permit under this clause will be deemed to constitute a warranty to the department that the works have been carried out strictly in accordance with the terms of such building permit. Please refer to clause 4.3 below for further information.

For assistance with online redemption, businesses may [contact us](#)⁶.

4. Eligibility criteria and processes - eligible recipient

4.1. Eligible recipient

Only an eligible recipient may participate in the program and apply for a voucher. An eligible recipient:

- a. may only apply once in respect of each premises, and
- b. must not be related to or a relative of another eligible recipient which has already received a voucher in respect of the same premises, and
- c. must not be related to or a relative of an eligible business providing the quotation or quotations submitted to the department for approval to receive a voucher.

The department will in its absolute discretion decide on the order of priority when assessing applications.

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

4.2. Grant application

In order to participate in the program, the eligible recipient must fill in the relevant online form and complete the declaration, which states that:

- the applicant is an eligible recipient as defined under this program
- the applicant owns the premises or, if the applicant does not own the premises, is legally entitled to carry out improvement, repairs and maintenance works as defined under this program
- the applicant has, has obtained and will maintain in force all required permits, licences, insurances relevant to the conduct of the contract(s)
- the contract or contracts are for eligible works based on the security audit and will be carried out on the premises, and
- the eligible recipient is not related to or a relative of the entity giving the quotation or of the security audit contractor
- such other declarations as may be contained in the form of declaration in the application form.

For assistance with online applications, eligible recipients may [contact us](#)⁷.

4.3. Payment to the eligible business

At the completion of a contract, the eligible recipient is required to:

- sign and date the voucher(s) for the contract(s), and
- provide the voucher(s) to the eligible business(es).

Important note: The department will not acquit a voucher in payment of an invoice for eligible works that comprises or includes building works unless and until the eligible service business has provide it with a copy of the building permit as provided in

clause 3.4. The department may, but is not obliged to, request a copy of the certificate of occupancy in respect of building works to be provided to it once issued.

Please refer to clause 2.8 Goods and Services Tax (GST) for an explanation on how GST is treated under this program.

4.4. Cancellation of vouchers

Should the eligible recipient require the cancellation of an approved voucher, it must [contact us](#).

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 business have agreed to vary the contract, or the eligible recipient wishes to use a different eligible business) 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.

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

5. Due diligence, audit and privacy

The eligible business, security audit contractor 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 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 and enquiries of private businesses or institutions as the department sees fit.

All participants in the program acknowledge and accept that the department will seek from and share 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, during and after approval of works or before, during and after redemption or attempted redemption of a voucher, as well as within twelve months after the program ends.

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 NT Government's Information Privacy Principles. These principles are available on the [Information Commissioner's NT website](#)⁸ or by contacting the Information Commissioner NT 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 department's [privacy policy](#)⁹.

6. Release and indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the program, the eligible business, security audit contractor and eligible 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.

Furthermore, the eligible recipient and the eligible business fully release and indemnify the security audit contractor 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, security breaches following on from a security audit and subsequent eligible works and the conduct of any works or otherwise.

⁸ <https://infocomm.nt.gov.au/privacy/information-privacy-principles>

⁹ <https://industry.nt.gov.au/publications/business/policies/privacy-policy>

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 the service provider at the premises, participants can go to [building complaints and disputes](#)¹⁰ and choose the appropriate page and information links.

Consumer Affairs can be contacted on 1800 019 319 or by visiting the [Consumer Affairs website](#)¹¹ and [resolving complaints and disputes page](#)¹².

For disputes and complaints relating to applications for registration as an eligible business, applications for a voucher and / or voucher redemption, the eligible business, security audit contractor or eligible recipient can [contact us](#)¹³.

8. Program end

The Business Security Assistance Program is the result of a decision by the NT Government to provide a one-off, time-limited initiative to assist Territory eligible recipients and businesses.

The program commenced on 3 July 2017 (for eligible business and security audit contractor pre-registration). Eligible recipients were able to apply from 24 July 2017. Eligible recipients will be able to apply until 30 June 2021 or until funds allocated either for single businesses or clusters of businesses (whichever is relevant) are fully committed, whichever is the sooner. All eligible works must be completed no later than 28 February 2022. Eligible business and security audit contractors will have until 30 April 2022 to redeem vouchers ('end date') at which time they will be of no further force or effect.

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

¹¹ <https://consumeraffairs.nt.gov.au/>

¹² <https://consumeraffairs.nt.gov.au/for-businesses/resolving-complaints-and-disputes>

¹³ <https://bizsecure.nt.gov.au/contacts>