

Biz Secure Program

Terms and conditions

As at 25 December 2021

Contents

| | |
|---|----|
| 1. Introduction | 3 |
| 2. Program Objective | 3 |
| 3. Program Definitions..... | 3 |
| 4. Program Participation | 7 |
| 5. Eligibility Criteria and Processes - Eligible Recipient | 7 |
| 5.1. Eligible Recipient Participation in the Program..... | 7 |
| 5.2. Grant Application | 8 |
| 5.3. Payment to the Service Provider and Security Audit Contractor | 8 |
| 5.4. Cancellation of Vouchers..... | 8 |
| 6. Eligibility Criteria and Processes – Service Providers and Security Audit Contractors..... | 9 |
| 6.1. Participation in the Program | 9 |
| 6.2. Quotation Process | 9 |
| 6.3. Invoicing Process..... | 10 |
| 6.4. Voucher Redemption Process | 11 |
| 6.5. Conduct of Security Audit..... | 11 |
| 6.6. Conduct of Eligible Works and Limitations..... | 12 |
| 7. Time Limits on Works and Program..... | 13 |
| 8. No Incentives to be Offered or Accepted | 13 |
| 9. Other Financial Rebates, Discounts and Financial Benefits | 13 |
| 10. Goods and Services Tax (GST) | 14 |
| 11. Outsourcing and Subcontracting..... | 14 |
| 12. Site Inspections | 14 |
| 13. Security Audit and Eligible Works at risk of Eligible Recipient | 14 |
| 14. Program Changes..... | 15 |
| 15. Due diligence, Audit and Compliance with Law..... | 15 |
| 16. Privacy | 16 |
| 17. Release and Indemnity..... | 16 |
| 18. Disputes and Complaints | 17 |
| 19. Mandatory Vaccination Requirements | 17 |
| 20. Program End..... | 17 |

1. Introduction

The Biz-Secure Program (“Program”) is intended to support Territory businesses to enhance the security of their premises against the risk of break-in. This initiative will also support the safety and security improvement sectors by requiring that businesses use other local businesses to carry out improvement works.

2. Program Objective

The objective of the Program is to help Northern Territory businesses improve the safety and security of their premises against the risk of break-ins.

3. Program 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 so as to achieve the Approved Purpose.

Approved Voucher Amount means the amount approved by the Department for part payment of one or more quotations submitted to the Eligible Recipient by an Eligible Service Provider for Eligible Works or for full payment of the mandatory Security Audit.

Audit means the Department’s right to check the original documents. As a condition of participating in the Program, the Service Provider, 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 Eligible Recipients 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 or Quotation means a written contract for the conduct of Eligible Works between an Eligible Recipient and an Eligible Service Provider.

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

Eligible Recipient means a Territory Enterprise that:

- is either:
 - a. duly incorporated under an Act of the Northern Territory or the Commonwealth, or
 - b. a sole trader or partnership operating pursuant to a Northern Territory registered Business Name, and

- is physically located in the Northern Territory, 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
- if is a Not-for-Profit Organisation, is compliant and up to date with its legal obligations, and
- is not an Excluded Recipient.

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

Eligible Service Provider or Service Provider 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
- is a Territory Enterprise, 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 Providers 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 the Program and be consistent with 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 Service Provider is chosen to conduct the Eligible Works rests with the Eligible Recipient, subject to the provisions of Clause 6.5.

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, business and organisations
- educational institutions, schools and businesses / organisations operating out of educational institution / school grounds, including pre-schools
- other excluded businesses as may be determined by the Department or the Minister from time to time in their absolute discretion.

Head Contractor means the Eligible Service Provider that will submit invoice(s) for payment to the Eligible Recipient and who will conduct at least 50% of the labour component of the Eligible Works.

An **Individual Business** is an Eligible Recipient.

Maximum Eligible Grant (Voucher) Amount for an Individual Business means the sum of \$10,000 (exclusive of GST) made up as follows:

- a. \$2,000 in contribution towards the cost of the mandatory Security Audit, and
- b. up to \$8,000 in contribution towards the cost of up to four Contracts for Eligible Works (in addition to the mandatory Security Audit) on a dollar-for-dollar matching basis.

Maximum Eligible Grant (Voucher) Amount for a Cluster Business, means the sum of 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 will be proportional depending on the number of Eligible Recipients forming the Cluster Business.

- 2 Eligible Recipients: \$4000 for Audit, up to \$16 000 for Eligible Works
- 3 Eligible Recipients: \$5000 for Audit, up to \$25 000 for Eligible Works
- 4 Eligible Recipients: \$6000 for Audit, up to \$34 000 for Eligible Works
- 5 or more Eligible Recipients: \$7000 for Audit, up to \$43 000 for Eligible Works

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 purposes of the organisation only, and not paid or returned to members.

Program means the Biz Secure 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 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 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 has written permission from the owner 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 grandparent, child or grandchild or brother or sister of the person.

Security Audit means a CPTED audit of the Premises undertaken by a Security Audit Contractor that considers all aspects of the safety and security of the Premises within the broader environment where the Premises is located. As part of the Security Audit, the Security Audit Contractor will complete a detailed report which makes recommendations for Eligible Works to be carried out to the Premises.

Security Audit Contractor is a Territory Enterprise 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](#)¹.

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.

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

Should a business be approved as both a Security Audit Contractor and an Eligible Service Provider, they are not to provide both a Security Audit and be contracted to carry out Eligible Works for the same Eligible Recipient.

The final decision as to which Security Audit Contractor is appointed to undertake a Security Audit at particular Eligible Recipient's Premises rests with the Department.

Tax Invoice means an invoice issued by the Eligible Service Provider to the Eligible Recipient upon completion of the Eligible Works. The Invoice must match the approved Contract or Quotation given by that Service Provider for the Eligible Works.

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, and
- 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
- significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT, and
- employs Northern Territory residents.

Voucher means a payment instrument issued by the Department to an Eligible Recipient to use for part payment of a Tax Invoice issued by an Eligible Service Provider. 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 (one Voucher for Security Audit and up to four for Eligible Works) and up to a maximum of six Vouchers will be issued per Cluster Business (one Voucher for Security Audit and up to five for Eligible Works).

4. Program Participation

The Program is only open to Eligible Recipients, Eligible Service Providers and Security Audit Contractors.

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.

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

5. Eligibility Criteria and Processes - Eligible Recipient

5.1. Eligible Recipient Participation in the Program

An Eligible Recipient must not apply for a Voucher if it is Related to or a Relative of the Security Audit Contractor undertaking the Security Audit or the Eligible Service Provider providing the quotation or if the Eligible Service Provider 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. An Eligible Recipient may only apply once in respect to each Premises.

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

5.2. 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:

- a. the applicant is an Eligible Recipient as defined under this Program, and
- b. the applicant owns the Premises or, if the applicant does not own the Premises, has written permission from the owner to carry out improvement, repairs and maintenance works as defined under this Program, and
- c. the applicant has obtained and will maintain in force all required permits, licences, insurances relevant to the conduct of the Contract(s), and
- d. the Contract or Contracts are for Eligible Works based on the Security Audit and will be carried out on the Premises, and
- e. the Eligible Recipient is not Related to or a Relative of the entity giving the quotation or of the Security Audit Contractor, and
- f. 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](#)².

5.3. Payment to the Service Provider and Security Audit Contractor

At the satisfactory completion of a Contract or Security Audit, the Eligible Recipient is required to:

- sign and date the Voucher(s) for the Contract(s) or Security Audit, and
- provide the Voucher(s) to the Service Provider(s) or Security Audit Contractor.

Important note: The Department will not acquit a Voucher in payment of a Tax Invoice for Eligible Works that comprises or includes building works unless and until the Eligible Service Provider has provided it with a copy of the Building Permit. 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 10 Goods and Services Tax (GST) for an explanation on how GST is treated under this program.

5.4. Cancellation of Vouchers

Should the Eligible Recipient require the cancellation of an approved Voucher, it must [contact us](#)².

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 Service Provider have agreed to vary the Contract, or the Eligible Recipient wishes to use a different Eligible Service Provider) the Eligible Recipient will be

² <https://bizsecure.nt.gov.au/contacts>

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.

6. Eligibility Criteria and Processes – Service Providers and Security Audit Contractors

6.1. Participation in the Program

By providing a quotation to the Eligible Recipient under this Program, the Service Provider and Security Audit Contractors agrees to have its details recorded with the Department.

All Service Providers and 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 or Eligible Works at the Eligible Recipient's Premises.

Participation in the Program may be revoked by the Department by notice in writing to a participating Service Provider or Security Audit Contractor and if revoked then the Service Provider 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 Service Provider or Security Audit Contractor has acted, or is likely to act, in a manner that is or may reasonably be, unconscionable, unlawful, or otherwise unbecoming of participation in a government funded program, , including not meeting their Northern Territory tax obligations; and
- b. has made all reasonable prudent enquiries required in the circumstances to verify that the information is prima facie justified, and
- c. provide written details of its concerns to the relevant Service Provider or Security Audit Contractor 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 accept 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 Eligible Works carried out for the Eligible Recipient.

6.2. 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)
- detailed description of works, including itemising key components and providing plans of proposed camera locations (if applicable)
- separately show the total cost of the materials components and labour
- 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.

Download the [quotation template \(docx 24kb\)](#)³ | [quotation template \(pdf 116kb\)](#)⁴.

6.3. 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 Service Provider 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 as per the submitted quotation
- separately show the total cost of the materials components and labour
- total price (showing any GST component separately) as per the submitted quotation
- date of completion of works
- separately show the price of goods / materials
- payment terms and conditions.

³ <https://bizsecure.nt.gov.au/?a=624960>

⁴ <https://bizsecure.nt.gov.au/?a=624958>

Download the [invoice template \(docx 21kb\)](#)⁵ | [invoice template \(pdf 112kb\)](#)⁶.

Note: The Tax Invoice must match the approved Quotation.

The Service Provider must then obtain the signed Voucher from the Eligible Recipient and redeem the Voucher through the online redemption process - see 6.4 Voucher Redemption Process.

The amount of the Voucher is exclusive of GST and if the Service Provider is registered for GST, then GST will be paid in addition to the total value of the Voucher.

6.4. Voucher Redemption Process

Once a Voucher has been signed and handed to the Security Audit Contractor or the Service Provider, it must be redeemed through the online redemption process, providing the following details:

- a. business details, and
- b. voucher number, and
- c. voucher amount, and
- d. invoice total, showing the amounts already paid if any, and
- e. attach a scanned copy of the Voucher signed by the Eligible Recipient, the invoice and/ or receipt, and
- f. complete the online declaration confirming that the Service Provider/ Security Audit Contractor will retain the original Voucher, and a copy of the Quotation, Tax Invoice and/ or receipt and present them to the Department upon request during an Audit, and
- g. 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 Territory Enterprise.

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 5.3 for further information

For assistance with online redemption, please [contact us](#).⁷

6.5. 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 at the Premises.

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 submits their Stage 2 application 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 Recipient.

⁵ <https://bizsecure.nt.gov.au/?a=624961>

⁶ <https://bizsecure.nt.gov.au/?a=624959>

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

Subject to the conditions set out in this clause, Vouchers will be issued for payment to Security Audit Contractors as follows:

- a. \$2000 for each Premises the subject of an application by Individual Businesses (up to a maximum of three), and
- b. One payment of between \$4000 and \$7000 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 Service Provider 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.

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 provide both 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 Service Providers or Security Audit Contractors.

6.6. Conduct of Eligible Works and Limitations

Should a business be approved as both a Security Audit Contractor and an Eligible Service Business, they are not to provide both a Security Audit and be contracted to carry out Eligible Works for the same Eligible Recipient's Premises.

Where the Eligible Works comprise or include building works, the Eligible Recipient must submit with its application:

- a. Quotations from Eligible Service Providers; and
- b. Evidence that the Eligible Recipient 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:

- a. Where the Eligible Works do not include or comprise building works, written approval to the Eligible Recipient to start Eligible Works in the form of a Voucher or Vouchers, or
- b. Where the Eligible 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 Service Providers on completion of the Eligible Security Audit or Eligible Works. By surrendering the signed Voucher to an Eligible Service Provider or Security Audit Contractor, 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, Eligible Service Provider or Security Audit Contractor.

7. 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 annual funds allocated for the Program have been committed, or
 - ii. after 30 June 2024, whichever comes first.

8. No Incentives to be Offered or Accepted

An Eligible Service Provider or Security Audit Contractor must not offer to an Eligible Recipient, and an Eligible Recipient must not ask for or accept from the Service Provider or Security Audit Contractor (or anyone acting on behalf of the Service Provider or Security Audit Contractor), 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), or for nomination of the Security Audit Contractor as part of the Eligible Recipient's application.

9. Other Financial Rebates, Discounts and Financial Benefits

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

A Not for Profit Organisation must not apply for a Voucher for works, goods or materials ("works") if it has already received or is entitled to receive funding (whether whole or in part) for the works (or works of the same nature as the works) under a current grant or budgetary arrangement with a Northern Territory or Commonwealth Government Department.

10. Goods and Services Tax (GST)

The amount of the Voucher(s) used in payment of Contract(s) is **exclusive** of GST and if the Service Provider is registered for GST, then GST will be paid by the Department in addition to the Voucher amount.

11. Outsourcing and Subcontracting

An Eligible Service Provider may outsource and/or sub-contract part of a Contract to another Territory Enterprise and satisfactory evidence of such must be provided to the Department at the same time as approval for a quotation is sought. Where part of Eligible Works are sub-contracted:

- a. the head contractor must not sub-contract more than 50% of the total value of the Contract, 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 Service Provider, regardless of when a Voucher is redeemed.

12. 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.

13. Security Audit and Eligible Works at risk of Eligible Recipient

Where the Department has approved the issuing of a Voucher to a Service Provider the Department gives no warranties, express or implied, as to the suitability or calibre of that Eligible Service Provider 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 Service Provider. The Eligible Recipient must make all enquiries it thinks necessary to ensure that the quoting Service Provider is suitably qualified and experienced to undertake the works, and the Department takes no responsibility whatsoever for any works or conduct by the Service Provider 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 Service Provider 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.

14. 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
- remove a Security Audit Contractor or Service Provider from further participation in the Program where the Department has reasonably determined that the Security Audit Contractor or Service Provider is no longer an Eligible Security Audit Contractor or Service Provider, 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.

15. Due diligence, Audit and Compliance with Law

- a. The Service Provider, 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; and

- b. 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; and
- c. 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; and
- d. that it is a condition of participation in the Program that participants comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that participants 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.

16. Privacy

By applying to participate in the Program, the Service Provider, Security Audit Contractor and the Eligible Recipient declare that they agree to the Department having access to any private register of information in relation to the Service Provider, Security Audit Contractor 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 on the [Information Commissioner Northern Territory website](#)⁸ or by contacting the Information Commissioner Northern Territory on 1800 005 610.

By providing information to the Department under the Program, Service Providers, Security Audit Contractors and Eligible Recipients agree to the Privacy Statement which can be found by viewing the [privacy statement](#)⁹.

17. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the Service Provider, 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, Service Provider and Security Audit Contractor 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>

18. 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.

The Department gives no warranty that these organisations will be able to resolve disputes. If a dispute cannot be resolved in these forums, the parties to the dispute will need to take independent legal advice.

For disputes and complaints relating to applications for registration as Service Provider or Security Audit Contractor, applications for a Voucher and/ or Voucher redemption, the Service Provider, Security Audit Contractor or Eligible Recipient can [contact us](#)¹³.

19. Mandatory Vaccination Requirements

It is a further condition of this agreement that the Mandatory Vaccination Requirements (COVID 19) – Version 1 on the [Northern Territory Government website](#)¹⁴ which condition is incorporated by reference with the same force and effect as though fully set out in this document.

20. Program End

The Biz Secure Program is the result of a decision by the Northern Territory Government to provide a one-off, time-limited initiative to assist Territory Eligible Recipients, Service Providers, and Security Audit Contractors.

The Program commenced on 3 July 2017 (for Eligible Service Provider and Security Audit Contractor pre-registration). Eligible Recipients were able to apply from 24 July 2017.

Eligible Recipients are able to apply until 30 June 2024 or until annual funding has been allocated. All Eligible Works must be completed by 28 February 2025. Eligible Service Providers and Security Audit Contractors will have until 30 April 2025 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>

¹⁴ <https://nt.gov.au/industry/procurement/understanding-the-rules/conditions-contract/covid-19-mandatory-requirements>