

# Biz Secure Program

Terms and conditions - Business

Effective 15 November 2023

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## 1. Program Objective

The Biz Secure Program (“Program”) is a Northern Territory Government initiative to support Territory businesses to enhance the safety and security of their facilities against break-ins and crime by providing financial assistance for business to undertake works that secure the business.

Works are categorised by the Department as works that substantially secure the premises (Standard Works) or works recommended through an Audit that meet the intent of the Program (Non-Standard Works). The Department provides the list of works that are approved as Standard Works and examples of Non-Standard Works in the Biz Secure Appendix. The Department can change the Standard Works list without prior notice.

This initiative will also support the safety and security improvement sectors by requiring businesses use other local businesses to carry out improvement works.

## 2. Program Participation

Participation in the Program is governed, in order of priority determined by the Department, by the following documents:

1. these terms and conditions; and
2. the Biz Secure Terms and Conditions for Suppliers; and
3. any other guidelines or instructions for the Program provided by the Department of Industry, Tourism and Trade (the Department) for the Program.

Recipients should note that rules apply to Suppliers carrying out Works. Please read the **Biz Secure Terms and Conditions for Suppliers** so you are aware of the Supplier’s rights and obligations in relation to the Works being carried out for your business.

### 2.1. Time Limits on the Program

The Program will end when the funds allocated for the Program have been fully committed.

## 3. Eligibility criteria

### 3.1. Eligibility criteria

#### Eligible Recipient:

- a) is a Territory Enterprise (either a for-profit or not-for-profit business), unless listed as an Other Eligible Recipient; and
- b) is not an Excluded Recipient; and
- c) owns or leases a Premises, as defined under these terms and conditions, situated in the NT; and
- d) there is at least one Territory Enterprise actively trading from the premises subject to the application; and
- e) the Recipient is fully compliant with its obligations under its governing legislation.

#### Other Eligible Recipients:

**Owners of land (Landlords) or Body corporate** under the *Unit Titles Act (NT) 1975* may apply in respect of common property or areas of a parcel of land that are not leased to the business/es operating at the

Premises, despite the applicant Landlord or Body Corporate not meeting the requirements of a Territory Enterprise.

## 3.2. Who is excluded?

**Excluded Recipients** are:

- a) businesses which operate from premises other than fixed premises (for example, mobile businesses)
- b) publicly listed companies
- c) home based businesses or businesses operating from residential premises
- d) government and local government bodies and government controlled or related entities.
- e) businesses / organisations operating out of educational institution / school grounds, including pre-schools
- f) other excluded businesses as may be determined by the Department in their absolute discretion.

## 4. Applications

### 4.1. Application process

Applications can be made via **GrantsNT** by filling out the online application form and where requested upload supporting documentation, such as photographic evidence of the Premises and/or location of proposed works to support your application to satisfy the following elements of the application:

- a) **Business eligibility**, which is taken to mean:
  - i. the applicant is an Eligible Recipient as defined under these terms and conditions, and
  - ii. the undertaking of the application and any subsequent Work/s is authorised and does not, and will not, infringe any condition of ownership or occupation of the Premises, and
  - iii. has and will maintain during the course of the Program (and will provide to the Department copies upon request), all relevant business, occupation and related permits, licenses and insurance coverage required to undertake work in connection with the Program including but not limited to public liability insurance, workers compensation, professional Indemnity and all other relevant insurances to cover its usual business risks.
  - iv. the applicant can attest to the declarations contained in the application form and will provide any supporting information as may be requested by the Department.
- b) **Premises**, which is taken to mean:
  - i. a property, part of a property, or part of a building situated in the Northern Territory, and
  - ii. within the legal boundary lines of the property, and
  - iii. a property which the Eligible Recipient either owns or has a written agreement with the owner to occupy on a continuous basis, and
  - iv. the Premises is currently, lawfully and solely being used for the purposes of trading in commerce, and
  - v. the Premises is not used for, or lawfully able to be used for, residential purposes in addition to business purposes (refer also to clause 5.1.g).
  - vi. Only one premises per application is permitted.

- c) **Security Audit** – If an Eligible Recipient wants Non-Standard Works under the Program, it is a precondition that the Non-Standard Works are recommended through a Security Audit carried out at the Premises. Having a Security Audit report is not a guarantee of approval under this program; applications will be assessed for eligibility as per these terms and conditions. To have a Security Audit undertaken please apply through **Business Security and Safety Audit Program**.<sup>1</sup>
- d) **Works Eligibility**, which is taken to mean:
- i. Where applicable, a completed Security Audit report is submitted supporting the Non Standard Work/s nominated in the application; and
  - ii. A Quote from an eligible Supplier has been received; and
  - iii. The quoted works are eligible under these terms and conditions; and
  - iv. the applicant has obtained and will maintain in force all required permits, licences, insurances relevant to the conduct of the works, and
  - v. the Eligible Recipient is not an Associate or Related Entity of the Supplier or Security Audit Contractor
  - vi. The Security Audit Contractor is not also the Supplier

Eligible Recipients can make another application under the Program for the same Premises as soon as they have been notified in writing by the Department that their current application is successful, however funding is capped to the maximum funding amount (refer Clause 5.5).

## 4.2. Application types

A Recipient may apply as one of the following:

- a) **Recipient occupies the entire premises** – there is only one business (either tenant or owner), being the Recipient, occupying the Premises
- b) **Recipient occupies part of the premises** – the Recipient may make an application for only the area they solely occupy by either ownership or tenant under an occupancy agreement with the Landlord or Body Corporate.
- c) **Landlord or Body Corporate applying for common property** – Owners of land (Landlords) and bodies corporate under the *Unit Titles Act (NT) 1975* may apply under the following conditions:
  - i. Applications for Eligible Works must be in respect of common property or areas of a parcel of land that are not leased; and
  - ii. The Landlord or Body Corporate do not need to be a Territory Enterprise to make an application however, there must be at least one business operating within the Premises that are eligible in their own right (the number of eligible businesses determines the funding – refer Clause 5.5); and
  - iii. A body corporate manager may make application on behalf of the Body Corporate where it is authorised in writing by the Body Corporate to do so.

Recipients must ensure that any works to the Premises must be consented to by the owner or tenant, whichever the case may be, and notification of such changes given well in advance to the owner or tenant.

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<sup>1</sup> <https://nt.gov.au/industry/business-grants-funding/business-security-safety-audit-program>

## 5. Funding for Eligible Works

### 5.1. Eligible Works

Eligible Works considered under the Program must meet the Program's Objective and be value for money. The Department in its absolute discretion will decide whether or not to fund Works that are a replacement or enhancement of existing security features or structures under this Program.

Eligible Works will either be Standard Works or Non-Standard Works and:

- a) Must not be commenced before written approval of the Department has been given. Where works have been commenced or are in the process of being undertaken without written approval from the Department the application will be refused.
- b) The Department will provide written approval to the Eligible Recipient to start Eligible Works in the form of a Voucher/s.
- c) Where relevant, works must be consistent with any Security Audit obtained by the applicant for a grant for the relevant Premises and the Program's policy intent and objective.
- d) All Eligible Works must be carried out on and for the sole benefit of a Premises.
- e) Works must demonstrate value for money. Where the Department is not satisfied that a quote represents value for money, including but not limited to; travel allowance, projects deemed similar in nature to existing or previously funded works, it may (but is not obliged to) require the Eligible Recipient to obtain another quote to achieve value for money in the particular circumstances.
- f) Eligible Recipient will choose their Supplier/s and the relationship with respect to the conduct of Recipient and Supplier during the provision of Eligible Works and the outcome thereof is solely between Supplier and Recipient and all risks to both parties associated with the Eligible Works are carried by the parties only. The Department maintains absolute discretion to determine whether proposed works are considered Eligible Works or not.
- g) The Eligible Recipient and Supplier are responsible for ensuring that any works undertaken through the Program will comply with the *Building Act (NT)* and *National Building Code* and all relevant permits have been or will be obtained (where required by law).<sup>2</sup>

### 5.2. Standard Works

Standard Works are works that substantially secure the business Premises and do not need to be recommended under a Security Audit for an application to be made. The Department provides the list of works that are approved as Standard Works in Item A of the Biz Secure Appendix. The Department can change the Standard Works list from time to time, without prior notice.

### 5.3. Non-Standard Works

Non-Standard Works are works that do not substantially secure the business Premises and must be recommended under a Security Audit for an application to be made. The Department provides a list of works that are Non-Standard Works in Item B of the Biz Secure Appendix.

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<sup>2</sup> <https://nt.gov.au/property/building/build-or-renovate-your-home/building-and-renovating-permits-and-processes/work-that-requires-permits>

## 5.4. Funding Priorities

The Department can in its absolute discretion prioritise eligible recipients and/or eligible works that meet the funding priorities of the Program, over those applications that don't.

The funding priorities, in no particular order of priority, are:

- a) Eligible Works that have the greatest impact to the safety and security of the Premises
- b) Eligible recipients that are small scale business operations, as determine by the Department on a case by case basis
- c) Eligible Works for businesses that have not benefitted from the Biz Secure program previously
- d) Eligible Works for businesses that have exhausted the support available to them under the Business Resecure Program administered by Victims of Crime.<sup>3</sup>

## 5.5. Funding

Funding limits are stipulated in the below table and under the following terms:

- a) Unlimited applications can be made until the maximum funding has been reached per Premises.
- b) A maximum of two Vouchers per application can be issued (ie: two separate works)
- c) Once the maximum funding is reached, no further applications will be accepted for the Premises.
- d) Funding is on a 75% (Department) and 25% (Recipient) co-contribution basis.

The Department will in its absolute discretion determine whether a Premises can receive funding under this Program.

Application Type:	Funding limits for Eligible Works:
a) Recipient occupies the entire premises b) Recipient occupies part of the premises	<ul style="list-style-type: none"> <li>• Maximum per premises: \$15 000</li> </ul>
c) Landlord or Body Corporate applying for common property	<ul style="list-style-type: none"> <li>• \$15 000 – 1 Eligible Recipients trading from the premises; or</li> <li>• \$30 000 – 2 Eligible Recipients trading from the premises; or</li> <li>• \$45 000 – 3 Eligible Recipients trading from the premises; or</li> <li>• \$50 000 – 4 or more Eligible Recipients trading from the premises.</li> </ul>

<sup>3</sup> <https://victimsofcrime.org.au/re-secure-your-small-business/>

## 5.6. Voucher redemption

Eligible Recipient is responsible for managing the completion of Eligible Works prior to the Voucher expiring. At the satisfactory completion of Eligible Work(s), the Recipient is required to:

- Pay any remaining balance to the Supplier
- Accept the Voucher(s) for the Eligible Work(s) through the Department's online system.
- Upload a copy of the final invoice that matches the details of the approved quote – refer Item D in the Biz Secure Appendix for the required details of the invoice.

By accepting the Voucher, the Eligible Recipient warrants and declares to the Department that the approved works will be completed to the Recipients satisfaction and in line with the approved purpose and in accordance with the building requirements.

## 6. General Terms and Conditions

### 6.1. Program Definitions

**Approved Purpose** means the conduct of works that meet the Program's intent and is in accordance with the Crime Prevention through Environmental Design (CPTED) principles. Where a CPTED Audit has been conducted, Eligible Works must be in line with the outcomes of that Audit so as to achieve the Approved Purpose.

**Assessed or assessment** is the point in time where the submitted application is reviewed by the Department for eligibility under the program. For absolute clarity, the Department:

- a. has discretion on the assessment priority of a submitted application
- b. will not hold or pause an application from being assessed at the Recipients request

**Associate** means a person associated or connected because:

- a. They are a Related Entity;
- b. Of a family relationship;
- c. Of a business partnership;
- d. One is a company and the other is a director or manager of the company;
- e. One is a private company and the other is a shareholder in the company; or
- f. A chain of relationships can be traced between the Corporation and the other company or person under one or more of the above sub-paragraphs.

**Body Corporate** or "Owners of a Unit Title Scheme" means the owners of all units in the unit title scheme collectively and appearing as the Proprietor of the units plan on the common property title.

**Common Property** means any area within a parcel of land that can be entered and/or used by the owner, any tenant and/or members of the public at any time (that is, areas on the land of which no exclusive possession rights have been granted. Examples of common property may be communal entrances/exits, gardens, boundary fencing and carparks.

In the case of Unit Titles, Common Property is taken to mean all those areas under the Unit Title for the common property of a unit scheme.

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



**Eligible Supplier or Supplier** is a:

- a. Territory Enterprise
- b. 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
- c. has been approved by the Department to be part of the Program. Approval is dependent upon satisfactory results of due diligence the Department will conduct (in its absolute discretion), and
- d. is ordinarily engaged in the business/es of the sale and supplier of safety or security fixtures and the supply and erection of fixed improvements to land, and
- e. will be the Head Contractor in respect of any Quote or Contract that is the subject of an application for a Voucher.

**Family** means the spouse, parent or grandparent, child or grandchild or brother or sister of the person.

**Head Contractor** means the Eligible Supplier 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.

**Quote** means a written quotation, agreement or contract for the conduct of Eligible Works between an Eligible Recipient and an Eligible Supplier.

**Related Entity** means:

- a) in the case of a company, a related entity within the meaning of section 50AAA of the *Corporations Act 2001 (Cth)*, and directors, officers and shareholders of the company and/or a Related Entity;
- b) in the case of other incorporated bodies, a member of the board of management of that body or other person that is in a position of influence in respect of decision making of that body; and
- c) in the case of unincorporated bodies, includes sole traders, members of a partnership, joint venturers, and members of the management committee.

**Security Audit or CPTED Audit** means an 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 Business Security and Safety Audit Program.

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

- a) is a legal entity (a natural person or an incorporated entity), with or without a registered business name, and
- b) holds a valid Australian Business Number, and
- c) operating in the Northern Territory - the enterprise is currently engaged in productive activities (ie production of goods or delivery of Suppliers) within the NT, and
- d) significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT, and
- e) 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 Supplier.

## 6.2. Expiry, Cancellation or Changes of Vouchers

The Department will co-contribute to cost of approved Standard Works and Non-Standard Works through the issue of a Voucher or Vouchers. Vouchers:

- a) are issued to the Eligible Recipient
- b) are valid for six months;
  - i. The Department has no obligation to honour a Voucher after it has passed its validity period; and
  - ii. Can be cancelled without notice when the voucher expires
- c) If a Voucher is cancelled the decision is final and all funding allocated under that Voucher and the connected application will be voided.
- d) Changes to a Voucher for works, costs, Supplier, or Voucher re-issue must be approved by the Department prior to the Voucher expiry date. Any such changes without the Departments prior approval will result in the Voucher being cancelled.

## 6.3. No Incentives to be Offered or Accepted

An Eligible Recipient must not ask for or accept from the Supplier or Security Audit Contractor (or anyone acting on behalf of the Supplier or Security Audit Contractor), any offer of a benefit (whether the benefit is monetary or otherwise) to the Recipient or any third party, as inducement to the Recipient to accept a Quote, other than the completion of the Eligible Works set out and described in the quote(s), or for nomination of the Security Audit Contractor as part of the Recipient's application.

## 6.4. Other Financial Rebates, Discounts and Financial Benefits

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

A Recipient 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.

## 6.5. Goods and Suppliers Tax (GST)

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

## 6.6. Outsourcing and Subcontracting

Outsourcing and Subcontracting is permitted where:

- a. Works are outsourced to another Territory Enterprise
- b. The Department is notified within the Quote
- c. the head contractor isn't sub-contracting more than 50% of the total value of the quoted Eligible Works, unless they are a Licensed Builder; and

- d. a sub-contractor must be paid within the terms of a valid tax invoice issued by the sub-contractor to the Eligible Supplier, regardless of when a Voucher is redeemed.

## 6.7. Site Inspections

When requested by the Department, and upon the Department providing at least 24 hours' notice, the Eligible Recipient must allow the Department and/ or its representative's access to any Premises that is 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 Eligible Work/s
  - ii. the undertaking of the Eligible Work/s does not, and will not, infringe any condition of ownership or occupation of the Premises
  - iii. any use of the Premises for the Eligible Work/s does not, and will not, infringe any legislative requirements, and
  - iv. the Premises, after completion of the Eligible Work/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 Eligible Work/s in good condition.

## 6.8. Eligible Works at risk of Eligible Recipient

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

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 necessary enquiries to ensure that the quoting Supplier is suitably qualified and experienced to undertake the works. The Department takes no responsibility whatsoever for any works or conduct by the Supplier which may not meet the Recipient's expectations, including without limitation works that are of unacceptable standard, quality or workmanship.

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

- a. any loss or damage to any party in the event that the quoting Supplier 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 to any party after works have occurred 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).

## 6.9. Program Changes

The Department reserves the right to:

- vary these terms and conditions, the eligibility criteria or any other documented rule or procedure relating to the Program at any time;

- accept or reject an application for participation in the Program and/ or an application for issue or redemption of a Voucher in its absolute discretion;
- require repayment of funds if the Department determines that Works were not delivered or were not of a reasonable standard; and
- cease the Program at any time should Northern Territory Government policy change, in which case no further Vouchers will be issued.

## 6.10. Due diligence, Audit and Compliance with Law

Recipients acknowledge:

- a. 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;
- b. and accept that the Department will seek from and share information with other Northern Territory Government agencies, as well as external professional advisers such as conveyancers / solicitors in order to assess eligibility;
- 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*.
- e. 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.

In addition to the above, the Department may, but is not obliged to, request a copy of the Building Permit or certificate of occupancy in respect to building works from an Eligible Recipient prior to paying the Voucher.<sup>4</sup>

## 6.11. Privacy

In this section, a reference to “you” is a reference to a participant.

The Department is bound by the *Information Act 2002 (NT)* and will only ever use information in accordance with the Northern Territory Government’s Information Privacy Principles. These principles are available at [www.infocomm.nt.gov.au/privacy/information-privacy-principles](http://www.infocomm.nt.gov.au/privacy/information-privacy-principles) or by contacting the Information Commissioner Northern Territory on 1800 005 610.

Eligible Recipient should read the Department’s [Privacy Policy](#)<sup>5</sup> and by providing information to the Department under the Program, you agree to the following Privacy Statement:

‘Information collected as part of the Program application process is collected in accordance with the Program’s terms and conditions and for the purposes of assessing eligibility, audit, monitoring, evaluation and reporting.’

By applying to participate in the Program, you consent to the Northern Territory Government:

- a. storing information, including personal information (such as names and personal contact details);
- b. using the information, including personal information for the purposes mentioned under the paragraph above;
- c. transferring some of this information, including personal information, outside of the Northern Territory (but not outside Australia) for the purpose storing it; and

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<sup>4</sup> <https://nt.gov.au/property/building/build-or-renovate-your-home/building-and-renovating-permits-and-processes/work-that-requires-permits>

<sup>5</sup> <https://industry.nt.gov.au/publications/business/policies/privacy-policy>

- d. releasing non-sensitive information, de-identified data in accordance with the Northern Territory Government's open data policy.

If you have provided personal information of another individual to the Northern Territory Government, you warrant that you:

- a. have informed the person to whom the personal information relates that the personal information will be provided to the Northern Territory Government; and
- b. the Northern Territory Government's intended use of this personal information; and
- c. that you have obtained consent from all such persons to allow the Northern Territory Government to use and disclose their personal information in this manner.

## 6.12. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the Eligible Recipient declares and warrants 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.

## 6.13. Feedback or Compliant

The Department is not responsible for resolving any disputes between participants in relation to building and construction works quoted / planned and/ or conducted under the Program.

Disputes and complaints relating to applications for this Program, or other complaints involving the Department during the currency of the Program can be made at [Feedback | Department of Industry, Tourism and Trade](#)<sup>6</sup>

## 6.14. Contact us

Contact the Department by emailing [businessprograms.DITT@nt.gov.au](mailto:businessprograms.DITT@nt.gov.au) or phoning 1800 193 111.

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<sup>6</sup> <https://industry.nt.gov.au/feedback>