

Biz Secure Program suppliers

Terms and conditions – Suppliers

Effective 8 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.

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

These Terms and Conditions should be read in conjunction with the **Biz Secure Program (Business) Terms and Conditions**.

2. Program Participation

Participation in the Program as a Supplier is governed, in order of priority, by the following documents:

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

2.1. Time Limits on the Program

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

2.2. Eligibility Criteria

To participate in the Program, a supplier must register for the Program as an eligible supplier. A supplier is only eligible to participate in the Program if the supplier:

- is a Territory Enterprise
- 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
- 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 Quote or Contract that is the subject of an application for a Voucher.

2.3. Registration Process

To participate in the Program, a Supplier must register for the Program online through Grants NT by filling out the online application form and where requested upload supporting documentation to satisfy the eligibility criteria contained in these terms and conditions.

The Department will conduct business eligibility due diligence checks to confirm:

- a. the applicant is an Eligible Supplier as defined under this Program, and
- b. such other declarations as may be contained in the form of declaration in the application form.

If a Supplier is approved by the Department, they can:

- a) provide Quotes to potential Recipients using the standards as listed in Item C of the Appendix, and
- b) undertake the Eligible Works Quoted for Recipients found eligible under the Program.

The Department will conduct due diligence checks on all registrations received. The Department will in its absolute discretion, with reference to these terms and conditions and the Programs intent, determine:

- whether a Supplier is eligible to undertake works under this Program, and
- the order of priority when assessing registration applications

2.4. Types of works

Works are categorised by the Department as works that substantially secure the premises (Standard Works) or works recommended through a Security 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 from time to time, without prior notice.

3. Supplier Conduct

- a) By registering to participate in the Program, the Supplier confirms to the Department that the Supplier will continue to meet the Eligibility Criteria at all times during its participation in the Program.
- b) A Supplier must not Quote for works to be carried out where Supplier was engaged as the Auditor in respect of the relevant Premises;
- c) A Supplier must not Quote for works to be carried out where the Eligible Recipient is an Associate of the Supplier;
- d) All Suppliers must apply to become registered under the Program and be notified in writing that they have been registered before being able to carry out Eligible Works at the Eligible Recipient's Premises.
- e) If a Supplier no longer meets the Eligibility Criteria at any time during its participation in the Program, the Supplier must give written notice to the Department. If the Department receives this notice or otherwise reasonably believes that the Supplier no longer meets the Eligibility Criteria, or if the Department:
 - a. is unsatisfied with the standard of work being produced by the Supplier (on reasonable grounds and having given the Supplier a reasonable opportunity to make submissions answering to any allegation in that regard);
 - b. Has received notice from a Recipient of a grant under this Program, or a member of the public that indicates the Supplier is in breach of these Terms and Conditions or any law relevant to its participation in the Program or the works it will or has carried out and after due enquiry the Department believes there has been a breach or non-compliance;

then the Department may suspend or de-register the Supplier's participation in the Program.

- f) A suspension will remain in effect until the Supplier satisfies the Department that the Supplier again meets the Eligibility Criteria or has corrected any report or otherwise remedied any work that has been found to be substandard. If a Supplier is de-registered it will need to re-apply to participate in the Program and will be subject to due diligence enquiries.

- g) By registering and participating in the Program the Supplier agrees to be bound by and comply with the governing documents listed in Clause 2.
- h) The Department is not responsible for any costs or expenses incurred by the Supplier to maintain compliance with the Eligibility Criteria.
- i) A Supplier must not undertake behaviour that may cause, or be seen to cause negative public impacts upon the Department, Program or Eligible Recipient.

4. Conducting of Eligible Works

4.1. Prepare Quote

The Eligible Supplier must provide the Eligible Recipient a Quote containing the minimum standards as listed in Item C of the Appendix or on the website¹.

For absolute clarity, the Department will not pay the costs of travel and accommodation and other personal expenses and these must not be included in a quote.

The Department reserves to right to request additional information in relation to quotes for works.

4.2. 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 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.

¹ <https://bizsecure.nt.gov.au/terms>

- 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).²
- h) Suppliers must not provide quotes or carry out any works for a Recipient where the Supplier was engaged by the Recipient to provide a Security Audit under the Business Security and Safety Audit program.
- i) The Supplier/s are to take photos showing full detail of all of the eligible works once completed and provide same to the Department upon demand.

5. Vouchers

5.1. Expiry, Cancellation or Changes of Vouchers

The Department will contribute to the 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 by that Voucher for 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.

5.2. Voucher Redemption Process

Eligible Suppliers will have two months after the completion of works to redeem a Voucher.

At the satisfactory completion of Eligible Work(s) and prior to the Voucher expiry, the Eligible Recipient is required to 'accept' the Voucher(s) for the Eligible Work(s) through the Departments online system. Once a Voucher has been 'accepted' by the Eligible Recipient, the Supplier must be redeemed it through the online redemption process.

To support the redemption of the voucher the Supplier must upload photos of the approved works post installation.

Eligible Recipients are responsible for managing the completion of Eligible Works prior to the Voucher expiring.

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

By accepting the Voucher, the Supplier 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.

Eligible Recipients are responsible for paying any remaining balance to the Supplier.

Important note: 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.

5.3. Invoicing Process

The Supplier must provide the Eligible Recipient and the Department a valid Tax Invoice for completed Works. The Tax Invoice must match the Quote approved by the Department. Changes to Works and costs without the Departments prior approval will result in the Voucher and funding being cancelled.

When redeeming a Voucher, the Eligible Supplier must include the valid Tax Invoice containing the minimum standards as listed in Item D of the Appendix, and evidence of installation completion.

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 or entity associated or connected with the Supplier because:

- c. They are a Related Entity;
- d. Of a family relationship;
- e. Of a business partnership;
- f. One is a company and the other is a director or manager of the company;
- g. One is a private company and the other is a shareholder in the company; or
- h. 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.

Auditor means a business that has provided a Security Audit Report (within the meaning of the Business Security and Safety Audit Program in respect of the Premises, whether that report was provided to the Eligible Recipient or a third party.

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 carpark.

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.

An Eligible Recipient:

- a) is a Territory Enterprise (either a for-profit or not-for-profit business); and
- b) is not an Excluded Recipient; and
- c) owns or leases a commercial Premises within the NT; and
- d) has an aggregate turnover in the NT of less than \$10 million. For clarity, aggregated turnover is the businesses annual turnover plus the annual turnover of any other business in the NT that are:
 - i. connected; or
 - ii. an affiliate of the applicant business
- e) if the Eligible Recipient is a Not-for-Profit Organisation, it is compliant and up to date with its legal obligations.

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.

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.

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

Premises means:

- a) a property, part of a property, or part of a building situated in the Northern Territory, and
- b) within the legal boundary lines of the property, and
- c) a property which the Eligible Recipient either owns or has a written agreement with the owner to occupy on a continuous basis, and
- d) the Premises is currently, lawfully and solely being used for the purposes of trading in commerce, and

- e) 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.

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**.³

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 services) 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 a Supplier.

6.2. No Incentives to be Offered or Accepted

An Eligible Supplier (or anyone acting on behalf of the Supplier), must not offer or accept any 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.

6.3. Other Financial Rebates, Discounts and Financial Benefits

³ <https://nt.gov.au/industry/business-grants-funding/business-security-safety-audit-program>

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.

6.4. Goods and Services 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.

6.5. 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.

6.6. 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).

6.7. Program Changes

The Department reserve the right to:

- vary these terms and conditions, the eligibility criteria or any other documented rule or procedure relating to the Program at any time;
- accept or reject any application for participation in the Program and/ or any application for issue or redemption of a Voucher in its absolute discretion;
- Require repayment of funds if the Department determines that Works were not delivered or were not of a reasonable standard; and
- remove a Supplier from further participation in the Program where the Department has reasonably determined that the Supplier is no longer an Eligible Supplier, is in breach of these terms and conditions or is otherwise not complying with the objective, intent or expectation of the Program; or
- cease the Program at any time should Northern Territory Government policy change, in which case no further Vouchers will be issued.

6.8. Due diligence, Audit and Compliance with Law

Suppliers 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.⁴

6.9. 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

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

available at www.infocomm.nt.gov.au/privacy/information-privacy-principles or by contacting the Information Commissioner Northern Territory on 1800 005 610.

Eligible Recipients should read the Department's [Privacy Policy](#)⁵ 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
- 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.

6.10. 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.

6.11. 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](#)⁶

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

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

6.12. Contact us

Contact the Department by emailing businessprograms.DITT@nt.gov.au or phoning 1800 193 111.