

# Alcohol Secure terms and conditions

Alcohol safety grants for licensed premises

Version 6.0  
23 October 2018

## Contents

<b>1</b>	<b>Introduction</b>	<b>3</b>
<b>2</b>	<b>General</b>	<b>3</b>
2.1	Program Objective	3
2.2	Definitions	3
2.3	Program participation	6
2.4	Issue of Vouchers	6
2.5	Documents required with Application	7
2.6	Conduct of Eligible Works	7
2.7	Time limits on Works and Program	7
2.8	No incentives to be offered or accepted	7
2.9	Other financial rebates, discounts and financial benefits	7
2.10	Goods and Services Tax (GST)	8
2.11	Outsourcing and subcontracting	8
2.12	Site inspections	8
2.13	Eligible Works at risk of Eligible Recipient	8
2.14	Program changes	9
<b>3</b>	<b>Eligibility Criteria and processes - Eligible Businesses</b>	<b>9</b>
3.1	Business participation in the Program	9
3.2	Quotation process	10
3.3	Invoicing process	10
3.4	Voucher redemption process	11
<b>4</b>	<b>Eligibility Criteria and processes - Eligible Recipient</b>	<b>11</b>
4.1	Eligible Recipient	11
4.2	Grant application approval process	12
4.3	Payment to the Eligible Business	12
4.4	Cancellation of Vouchers	12
<b>5</b>	<b>Due diligence, audit and privacy</b>	<b>13</b>
5.1	Collection and Use of Information	13
5.2	Privacy	13
<b>6</b>	<b>Release and indemnity</b>	<b>14</b>
<b>7</b>	<b>Disputes and complaints</b>	<b>14</b>
<b>8</b>	<b>Program key dates</b>	<b>14</b>

# 1 Introduction

The Business Security Assistance Program ('Biz Secure') has been providing funds to be used for the purpose of enhancing the security of local business facilities and premises against break-ins. The Northern Territory Government is now expanding on that program with the introduction of the 'Alcohol Secure' initiative. This initiative is very similar to the Biz Secure program but provides funding specifically for the operators of local licensed premises to assist them to increase the security of their liquor stocks.

## 2 General

### 2.1 Program Objective

The objective of the Program is to help the operators of Northern Territory licensed premises improve the safety and security of their stock of alcohol against theft and damage.

### 2.2 Definitions

**Approved Purpose** means the conduct of Eligible Works that will result in the improved security and/or safety of a Premises or a specific area within the Premises related directly with the storage/display of alcohol. Eligible Works must be consistent with the Program Objective outlined under 2.1 to achieve the Approved Purpose.

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

**Contract** means a written contract for the conduct of Eligible Works between an Eligible Recipient and an Eligible Business.

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

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

- is a legal entity (a natural person or an incorporated entity), with or without a registered business name, and
- holds a valid Australian Business Number (ABN) issued at least six months prior to participating in the program, and
- was providing its safety and security installation services wholly or substantially in the Northern Territory for at least six months prior to participating in the program, and
- has, and will maintain during the course of the Program, all relevant business, occupation and related permits, licences and insurance coverage required to undertake work in connection with the Program, including valid public liability insurance policy with minimum \$10 million cover, and
- has been approved by the Department to be part of the Program:
  - businesses previously approved for participation in the Biz Secure Program will not be required to re-register
  - approval is dependent upon satisfactory results of due diligence the Department may conduct (in its absolute discretion), and
- is ordinarily engaged in the business of the sale and/or service of safety and/or security fixtures and/or the supply and erection of fixed improvements to land and buildings, and
- will be the Head Contractor in respect of any Contract which is the subject of an application for a Voucher.

**Eligible Recipient** means a Territory Enterprise(s), including Not for Profit Organisations, that:

- is either:
  - duly incorporated under an Act of the Northern Territory or the Commonwealth, or
  - 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
- has no more than 100 persons engaged by the business (including any controlling entity/ies; full-time and part-time proprietors and employees, including contract employees), and
- is an incorporated / registered business, and
- holds a valid Australian Business Number (ABN) in respect of the business, and
- holds a valid subsisting licence to sell liquor on or from the Premises under the *Liquor Act* (NT) and is not in breach of that licence; and
- is not an Excluded Recipient.

For the avoidance of doubt:

- liquor wholesalers are not Eligible Recipients;
- Eligible Recipients must not be Related to an Eligible Business that carries out or proposes to carry out a Contract.
- The Department will in its absolute discretion ascertain and decide whether an applicant is an Eligible Recipient under this Program.
- Only Eligible Businesses can participate in the Program.

**Eligible Works** are the provision and installation of equipment, fittings and the like which will be permanently fixed to the Premises and will result in the improved physical security and/or safety of a Premises or a specific area within the Premises related directly with the storage/display of alcohol.

Eligible Works must be consistent with the Program's policy intent and objective and be for an Approved Purpose. Eligible Works must demonstrate value for money, and must not be Excluded Works.

The decision as to which Eligible Business is chosen to conduct the Eligible Works rests with the Eligible Recipient, subject to the provisions of Clause 2.4.

**Excluded Recipients** are:

- Businesses which operate from a premises other than a fixed premises (for example, mobile businesses)
- Publicly listed companies
- Home based businesses or businesses operating from residential premises
- Businesses located in arcades or shopping centres, which are only directly accessible from inside the shopping centre.
- Other excluded businesses as may be determined by the Department or the Minister from time to time in their absolute discretion.

- **Excluded Works** are security cameras or other passive security measures.

**Head Contractor** means the Eligible Business that will submit invoice(s) for payment to the Eligible Recipient and who will conduct the majority of the Eligible Works.

**Invoice** means an invoice issued by an Eligible Business following completion of the Eligible Works.

**Maximum Eligible Grant (Voucher) Amount** means the sum of either:

- a. \$10,000 (exclusive of GST) in full payment of Contracts (without co-contribution); or
- b. \$20,000 (exclusive of GST) (with dollar for dollar co-contribution by the Eligible Recipient for all Contract amounts over \$10,000)

in payment of or contribution to up to three separate Contracts for each Premises approved for participation

Note: The total value of the government's contribution to the cost of Eligible Works at one Premises will not exceed either \$10,000 or \$20,000 in line with (a) and (b) above, regardless of whether one, two or three Vouchers have been issued.

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

**Not for Profit Organisation** means an incorporated Territory Enterprise the Constitution of which specifies that the profits of the organisation are to be used for the purpose of the organisation only, and not paid or returned to members.

**Program** means the Alcohol 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 is legally entitled to carry out Eligible Works to improve it, and
- e. the Premises is not used for, or lawfully able to be used for, residential purposes in addition to business purposes.

A successful Eligible Recipient may apply to carry out Eligible Works to more than one (but not more than three) Premises. The Department will in its absolute discretion ascertain and decide whether a Premises or a specific area within the Premises is eligible under this Program.

**Related** means:

- a. in relation to a company:
  - i. a director or member of the body or of a related body corporate, or
  - ii. a Relative of a director or member, or
  - iii. a Relative of the spouse of a director or member, or
  - iv. an employee of the company or a Relative of an employee of the company.
- b. in relation to any other kind of legal entity:
  - i. a proprietor, member, partner or any other person exercising control (whether on their own or jointly with others) over the management of the business, or

- ii. a Relative of any person falling within (b)i. above, or
- iii. an employee of the business or a Relative of an employee of the business, and
- c. in relation to a person, means a Relative of that person.

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

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

- is a legal entity (a natural person or an incorporated entity), with or without a registered business name, and
- holds a valid Australian Business Number issued at least six months prior to participating in the program, and
- operating in the Northern Territory - the enterprise is currently engaged in productive activities (i.e. production of goods or delivery of services) within the NT, and
- significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT, and
- employing NT residents - the enterprise employs Territorians.

**Voucher** means a payment instrument issued by the Department to an Eligible Recipient to use for payment of an invoice issued by an Eligible Business.

## **2.3 Program participation**

The Program is open to Eligible Recipients and Eligible Businesses to apply for Voucher(s) in contribution to Eligible Works for an Approved Purpose carried out pursuant to Contract(s), subject to approval of quotation/s. Applications must be made to the Department and comply with all processes and procedures contained in these Terms and Conditions and that the Department may otherwise set from time to time. Applicants should note that Eligible Works may constitute material alterations to the Premises within the meaning of the *Liquor Act (NT)*. It is the responsibility of the Applicant to determine whether this is the case and if so, obtain the approval of the Liquor Commission under section 119 of the *Liquor Act* before commencing construction of Eligible Works on the Premises.

Only an Eligible Recipient may participate in the Program and apply for a Voucher. An Eligible Recipient must not apply for a Voucher if it is Related to or a Relative of the Eligible Business providing the quotation or if the Eligible Business is Related to or a Relative of the owner of the Premises (if the Premises is not owned by the Eligible Recipient).

A successful Eligible Recipient may apply to carry out Eligible Works to more than one (but not more than three) Premises.

## **2.4 Issue of Vouchers**

A Voucher will not be issued for an amount below the Minimum Eligible Grant Amount or above the Maximum Eligible Grant Amount, and the sum of all Vouchers issued will not exceed the Maximum Eligible Grant Amount.

Up to a maximum of nine Vouchers will be issued per Eligible Recipient, i.e. up to three vouchers in respect of Contracts for each of up to three approved Premises.

Where proposed Contracts have a combined total value in excess of the Maximum Eligible Grant Amount, the Department will match the contribution of the Eligible Recipient dollar for dollar up to a maximum of \$20,000. In other words, the maximum total amount the Department will ever contribute towards Eligible Works is \$20,000.

## **2.5 Documents required with Application**

Applicants must submit quotation(s) for each of the proposed Contracts detailing the Eligible Works and how they achieve the Program Objective of improved security for alcohol stocks/displays against theft and damage, and must include floor plan/s showing the locations of all liquor stocks on the Premises.

If the Eligible Business chooses to outsource and/ or subcontract part of a Contract, that third-party business must be an Eligible Business and satisfactory evidence of such must be provided to the Department at the same time as approval for a quotation and participation in the Program is sought.

## **2.6 Conduct of Eligible Works**

Eligible Works may be conducted by up to three Eligible Businesses in and about each approved Premises. One Eligible Business may issue separate invoices for up to three separate Contracts for each approved Premises.

The Department will provide written approval to start Eligible Works to the Eligible Recipient in the form of a Voucher or Vouchers. All Vouchers must be signed and provided to the Eligible Business on completion of the Eligible Works. By surrendering the signed Voucher to an Eligible Business the Eligible Recipient warrants and declares to the Department that the works the subject of each Voucher have been carried out to its satisfaction.

A Voucher is not redeemable by anyone other than the Eligible Business nominated on the Voucher.

A Voucher or Vouchers will be issued for each Contract (up to the Maximum Eligible Grant Amount) subject to co-contribution requirements (if applicable) and the Program's End Date.

## **2.7 Time limits on Works and Program**

- a. Eligible Works must not commence until an application has been approved by the Department as evidenced by the issue of a Voucher(s).
- b. All Eligible Works Contracts must be completed within three months of a Voucher being issued.
- c. No applications for participation in the Program will be accepted:
  - i. once all the funds allocated for the Program have been committed, or
  - ii. after 30 June 2020, whichever comes first.

## **2.8 No incentives to be offered or accepted**

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

## **2.9 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 another entity ('Benefit'), the Voucher amount or amounts will be reduced by the amount of such Benefit to avoid that recipient receiving a greater benefit than one who did not receive the Benefit.

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.

## **2.10 Goods and Services Tax (GST)**

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

## **2.11 Outsourcing and subcontracting**

If the Eligible Business chooses to outsource and/or subcontract part of a Contract, that third-party business must be an Eligible Business and satisfactory evidence of such must be provided to the Department at the same time as approval for a quotation and participation in the Program is sought.

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

## **2.12 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 or completion of any Eligible Works.

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

## **2.13 Eligible Works at risk of Eligible Recipient**

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

The Department will not carry out any specific enquiries in relation to a business other than those it deems necessary (in its absolute discretion) to ensure, so far as reasonably practicable, that a business is an Eligible Business. The Eligible Recipient must make all enquiries it thinks necessary to ensure that the quoting Eligible Business is suitably qualified and experienced to undertake the works.

The Department takes no responsibility whatsoever for any works or conduct by any Eligible Business which may not meet the Eligible Recipient's expectations, including without limitation works that are of unacceptable standard, quality or workmanship.

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

- a. any loss or damage accruing to the Eligible Recipient in the event that the quoting business fails to complete the work by the cut off dates (or at all), including loss of benefit and use of a Voucher
- b. any loss or damage accruing to an Eligible Recipient after conduct of 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).

### 2.14 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
- 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 business from further participation in the Program where the Department has reasonably determined that the Business is no longer an Eligible Business, is in breach of these Terms and Conditions or is otherwise not complying with the objective, intent or expectation of the Program,
- remove a Recipient from the Program if it is in breach of these Terms and Conditions; or
- cease the Program at any time should Northern Territory Government policy change, in which case no further Vouchers will be issued.

## 3 Eligibility Criteria and processes - Eligible Businesses

### 3.1 Business participation in the Program

By providing a quotation to the Eligible Recipient under this Program, the Eligible Business agrees to have its details recorded and retained with the Department.

Participation in the Program may be revoked by the Department by notice in writing to a participating Eligible Business and if revoked then the Eligible Business will be de-registered and no longer eligible to participate in the Program. Ongoing eligibility to participate is at the discretion of the Department in all things (acting reasonably), but eligibility will not be revoked unless the Department:

- a. has received information from an Eligible Recipient or other relevant person that tends to indicate that the particular business has acted, or is likely to act, in a manner that is or may reasonably be, unconscionable, unlawful, or otherwise unbefitting of participation in a government funded program;

and

- b. has made all reasonable prudent enquiries required in the circumstances to verify that the information is prima facie justified;

and

- c. put written details of its concerns to the relevant business and given it a reasonable opportunity to answer the allegations (but noting that under no circumstances is the Department required to provide any details which may tend to identify the complainant).

All participants in the Program declare and warrant to the Department that they have read, understood and fully accepts these Terms and Conditions and fully release and indemnify the Department, against any loss or damage the participants may suffer of any nature whatsoever in relation to the Program, or the works carried out for the Eligible Recipient.

### 3.2 Quotation process

The following elements must appear in the quotation:

- business name
- Australian Business Number
- business contact person and contact details
- quotation number
- quotation date
- quotation expiry date
- address of proposed works
- name of applicant (Eligible Recipient)
- description of works, including floor plans showing alcohol location(s)
- total price (showing any GST component separately)
- 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 from [nt.gov.au/alcoholsecure](http://nt.gov.au/alcoholsecure)

### 3.3 Invoicing process

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

- business name
- Australian Business Number
- contact person and contact details
- invoice number
- invoice date
- address of works
- person(s) invoiced (Eligible Recipient) and address/contact details
- description of works undertaken

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

Download the invoice template from [nt.gov.au/alcoholsecure](http://nt.gov.au/alcoholsecure)

Note: The invoice must match the approved quotation.

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

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

All works must be completed by no later than 30 September 2020 and all outstanding Vouchers must be redeemed before close of business on 30 November 2020 - see also 8. Program Key Dates.

### 3.4 Voucher redemption process

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

- business details
- voucher number
- voucher amount
- invoice total, showing the amounts already paid if any
- attach a scanned copy of the Voucher signed by the Eligible Recipient, the invoice and / or receipt
- complete the online declaration confirming that the Business will retain the original Voucher, and a copy of the quotation, invoice and / or receipt and present them to the Department upon request during an Audit
- complete such other declarations as may be contained in the form of declaration on the website, including that it will only outsource and / or subcontract to another Eligible Territory Business.

For assistance with online redemption, Businesses may contact us at [alcohol.secure@nt.gov.au](mailto:alcohol.secure@nt.gov.au).

## 4 Eligibility Criteria and processes - Eligible Recipient

### 4.1 Eligible Recipient

Only an Eligible Recipient may participate in the Program and apply for a Voucher. An Eligible Recipient:

- may only apply once in respect of each Premises, and
- must not be Related to or a Relative of another Eligible Recipient which has already received a Voucher in respect of the same Premises, and
- must not be Related to or a Relative of an Eligible Business providing the quotation or quotations submitted to the Department for approval to receive a Voucher.

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

### 4.2 Grant application approval process

In order to participate in the Program, the Eligible Recipient must fill in the online application form and complete the declaration, which states that:

- the applicant is an Eligible Recipient as defined under this Program
- the applicant owns the Premises or, if the applicant does not own the Premises, is legally entitled to carry out improvement, repairs and maintenance works as defined under this Program
- the applicant has, and will maintain in force, all required permits, licences, insurances relevant to the conduct of the Contract(s);
- the applicant holds a valid and subsisting full or special liquor licence, is not in breach of that licence as at the date of application, and will promptly notify the Department if it is in breach during the period before completion of the Contract(s);
- the Contract(s) are for Eligible Works and will be carried out on the Premises; and
- the Eligible Recipient is not Related to or a Relative of the entity giving the quotation; and
- such other declarations as may be contained in the form of declaration in the application form.

It is a condition of approval that the Eligible Recipient must remain in full compliance with its liquor licence at all times during the currency of any Contracts and until all Voucher/s issued have been redeemed. The Department may immediately cancel any Voucher/s prior to redemption if it comes to the Department's attention that the Eligible Recipient is in breach of its licence (either because of the obligation of the Eligible Recipient to notify, or from the Licensing NT (a division of the Northern Territory Attorney General's Department)).

For assistance with online applications, Eligible Recipients may contact us at [alcohol.secure@nt.gov.au](mailto:alcohol.secure@nt.gov.au).

### 4.3 Payment to the Eligible Business

At the completion of a Contract, the Eligible Recipient is required to:

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

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

### 4.4 Cancellation of Vouchers

Should the Eligible Recipient require the cancellation of an approved Voucher, they must contact us at [alcohol.secure@nt.gov.au](mailto:alcohol.secure@nt.gov.au).

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

## 5 Due diligence, audit and privacy

All participants acknowledge that the Department will conduct such due diligence enquiries on Eligible Businesses and Eligible Recipients as the Department sees fit at any time before or during the course of the Program in order to ensure the integrity of the Program. Such enquiries may include (but are not necessarily limited to) credit, court actions, bankruptcy, credit and on-site visits in relation of an Eligible Business or an Eligible Recipient. Participants acknowledge and agree to the Department having access to any private register of information for the purposes of this process.

The Department reserves the right to conduct an audit of an Eligible Business (including the employment and payroll records and any works carried out), at any time during the Program or within 12 months after the Program ends.

### 5.1 Collection and Use of Information

The Department will collect all participants' personal information such as name and contact details for the purposes of the Program and to contact applicants about their applications. All information will be held by DTBI and managed in accordance with the *Information Act* (NT). All participants in the Program consent to the Department using, storing and releasing their personal information for lawful purposes. Participants should note that the Department may seek and share information with other Northern Territory Government Departments for the purposes of assessing Eligible Recipient applications and maintaining the integrity of the Program.

All participants should note that it is a condition of participation in the Program that they agree to the Department publishing their details in the Department's Annual Report, and the Department retains the right to publicise outputs of the Program as it sees fit (but redacted of personal information of Eligible Applicants).

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

By applying to participate in the Program and providing information to the Department, Eligible Businesses and Eligible Recipients agree to the Privacy Statement below.

### 5.2 Privacy

Information collected as part of the Secure Alcohol program is held by the Department on behalf of the Northern Territory Government. It is subject to the Northern Territory Government privacy statement available at [nt.gov.au/copyright-disclaimer-and-privacy](http://nt.gov.au/copyright-disclaimer-and-privacy).

You have the right to access and correct information held about you. For further information on how to access information you have provided to the Department as a condition of participating in the Secure Alcohol program, please contact us.

Information collected as part of the Secure Alcohol program's registration / application processes is collected in accordance with the program's terms and conditions and for the purposes of assessing participant eligibility, as well as publishing business contact detail information for homeowners; issuing and paying out vouchers; audit; monitoring; evaluation; and reporting.

By applying to participate in the Secure Alcohol 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. sharing some of this information, including personal information, within the Northern Territory Government, and with relevant external third parties, including program management software providers, and
- d. transferring some of this information, including personal information, outside of the Northern Territory, for the purpose of sharing and / or storing it with these relevant external third parties.

If you have provided personal information of another individual to the Northern Territory Government, you warrant that you have informed the person to whom the personal information relates that the personal information will be provided to the Northern Territory Government, and of the Northern Territory Government's intended use of this personal information, and 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 Release and indemnity

By applying to participate and as a continuing obligation the Eligible Business 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/ 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.

The release and indemnity contained in this clause survives the period of participation in the Program and continues for the benefit of the Northern Territory Government.

## 7 Disputes and complaints

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

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

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

For disputes and complaints relating to applications for registration as an Eligible Business, applications for a Voucher and/or Voucher redemption, the Eligible Business, or Eligible Recipient can contact us at [alcohol.secure@nt.gov.au](mailto:alcohol.secure@nt.gov.au).

## 8 Program key dates

The Program is the result of a decision by the Northern Territory Government to implement a one-off, time-limited initiative to assist Territory Eligible Recipients and Businesses.

Eligible Recipients will be able to apply for Vouchers from 15 October 2018 until 30 June 2020 or until grant funds run out, whichever is sooner. All Eligible Works must be completed by 30 September 2020. Eligible Businesses will have until 30 November 2020 to redeem vouchers after which time they will be void and of no further force or effect.