

Business Security and Safety Audit Program

Terms and Conditions for Participating Businesses

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1. Objective

The Business Security and Safety Audit (the 'Program') will assist eligible businesses to access an independent assessment and evaluation of the security and safety of its premises, including worker safety.

The Program will assist businesses to consider the required works it may need to undertake to deter and protect its premises and workers from crime and anti-social behaviour.

The desired outcomes of this initiative are to:

- help reduce the incidence of anti-social behaviour incidents, crime and other security risks occurring in businesses' premises.
- contribute to the safety and wellbeing of businesses' employees by addressing crime, antisocial behaviour and other security risks.
- contribute to the safety and wellbeing of the public.

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

2. Program Participation

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

1. these terms and conditions;
2. the Business Security and Safety Audit Terms and Conditions for auditors; and
3. any other guidelines or instructions for the Program provided by the Department of Trade, Business and Asian Relations (the Department) for the Program.

Eligible Recipients should note that rules apply to Auditors carrying out Services. Please read the **Business Security and Safety Audit Terms and Conditions for Auditors** so you are aware of the Auditor's rights and obligations in relation to the Services being carried out for your business.

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

2.1. Funding for Payment for Services

- a) Businesses across the Northern Territory can access services from registered Business Security and Safety Auditors to carry out a Security Audit Report. This assessment will identify works to a premises that if implemented by a business are likely to be effective measures to reduce the impacts of anti-social behaviour and deter crime.
- b) Businesses located in the following areas are able to obtain services resulting in a Security Audit Report which can then be used in support of application/s under other crime prevention strategy programs that the Department has in place from time to time:
 - a. Darwin, Palmerston and Darwin Rural area;
 - b. Businesses situated in other localities may apply, however services are subject to the Auditor's capacity and availability to travel remotely.

c) A Voucher to the value of:

- a. \$3,000 (GST exclusive) is available for each premises in the Darwin and Greater Darwin Region per premises.
- b. \$3,500 (GST exclusive) for each premises located outside of Darwin, Palmerston and Darwin Rural region.

is available to pay an Auditor for the Security Audit Report.

2.2. Eligibility criteria and application process

2.2.1. Who is eligible

a) Business eligibility: To be considered for participation in the Program, businesses must be operated from a property situated in the Northern Territory and:

- i. be a Territory Enterprise; and
- ii. be compliant with all requirements under its governing legislation; and
- iii. not be an Excluded Entity

b) Premises:

- i. The premises that is the subject of an application under this Program must be situated in the Northern Territory.
- ii. The Department will fund only one Security Audit for each premises. A further audit may be approved only where the applicant demonstrates, to the Department's satisfaction, that substantial and material changes have occurred at the premises that directly affect its security risks. Approval of any subsequent audit remains at the sole discretion of the Department.
- iii. Owners of land and bodies corporate under the *Unit Titles Act (NT) 1975* may apply in respect of common property or areas of the relevant property that are not the subject of a tenancy agreement notwithstanding that the applicant landlord or body corporate may not meet the requirements of a Territory Enterprise. Owners and Bodies Corporate should note that the property must have at least one eligible business operating from it.

2.2.2. Application Process

- a) Applicants must visit **GrantsNT** follow the links to fill out the online application form and upload the required supporting documentation, including:
 - Its liquor license number, if the business is a licensed premises.
 - the hours the business is open for late night retail, if applicable.
- b) A business can apply for a security audit for each premises it operates from.
- c) If the business is located within the Darwin and Greater Darwin region, the applicant must nominate their preferred Auditor to deliver the Service from the list of registered suppliers.
- d) Where a Business is located outside of the Darwin and Greater Darwin region, the Department, will notify the Eligible Recipient the next available Auditor to deliver the Service in that locality.
- e) An Eligible Recipient must notify the Department in writing of any material change in circumstances which may affect its eligibility for the funding.

- f) A Security Audit Report obtained under this Program may be used in support of applications to have works carried out to premises under other Programs (including without limitation BizSecure and Alcohol Secure) but recipients of a Security Audit Report should note that their submission of a Security Audit Report as part of an application for a grant for works to be carried out under another program does not guarantee approval under any such program.

2.3. Issued Vouchers

Once an application for a Business Security and Safety Audit is approved by the Department (and if the location is remote, the Department has identified an Auditor who will carry out the Services):

- a) A Voucher will be issued to the Eligible Recipient to pay for the Services. The Voucher should be electronically transferred to the Auditor as soon as practical.
- b) Vouchers will remain valid and able to be redeemed for 60 days after the date they are issued. Unless there is a current application for an extension of time awaiting decision, a Voucher will lapse and have no legal effect after 60 days.
- c) Eligible Recipients must notify the Department immediately if the conduct of an Auditor in carrying out the Services is unsatisfactory in any respect.
- d) The Department will not be responsible for any costs or expenses incurred in the delivery of the Services which are beyond the amount of the Voucher issued. If an Auditor requests an Eligible Recipient to agree to any fee or expense over and above the amount of the Voucher to issue the Security Audit report that request should be refused.
- e) Vouchers issued to Eligible Recipients are not transferrable to any other persons or entity.

2.4. Expired, Extension and Cancellation of Vouchers

- a) The Department has no obligation to honour a Voucher once it has expired.
- b) An Eligible Recipient can request to the Department an extension of time to the validity period of a Voucher only if Services are delayed due to:
 - a. the Eligible Recipient being located outside of Darwin, Palmerston and Darwin Rural area, and availability of Auditors is limited; or
 - b. the effect of natural events such as floods or cyclone.

In such circumstances, the Department reserves the right, in its absolute discretion, to allow the extension or not.

- c) The Department reserves the right to cancel a Voucher because an Eligible Recipient is in breach of any law or is in breach of any provision of these terms and conditions.
- d) All issued Vouchers that have not been redeemed will be cancelled when the Program ends.

3. General Terms and Conditions

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

3.1. Privacy

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 or by contacting the Information Commissioner Northern Territory on 1800 005 610.

You should read the Department's [Privacy Policy¹](#) 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 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.

3.2. Due Diligence and Compliance with Law

You acknowledge:

- (a) that the Department will conduct such due diligence enquiries as it sees fit in order to ensure the integrity of the Program and that the allocated funding is used strictly in accordance with the intent of the relevant government policy.
- (b) that it is a condition of participation in the Program that you comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that you ensure you are aware of your obligations under the *Independent Commissioner Against Corruption Act 2017* (the Act) and that none of your officers, employees, and/or members engage in improper conduct as that term is defined in the Act.

You acknowledge and expressly agree to the Department seeking from and sharing information with other NT Government agencies, as well as such external professional advisers as it may need to do in order to assess eligibility in the Program.

By applying to participate in the Program, you declare and expressly agree to the Department having access to any private register of information in relation to your business, and to the Department using, storing and releasing for lawful purposes, your information, including personal information.

¹ <https://dtbar.nt.gov.au/publications/corporate/privacy-policy>

3.3. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, you declare and warrant to the Department that you 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.

3.4. Feedback

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 Trade, Business and Asian Relations](#)

4. Changes to Program

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; and
- accept or reject any application for participation in the Program in its absolute discretion; and
- cease the Program at any time should Northern Territory Government's policy change.

5. Definitions

1. **Auditor** means a firm that has successfully registered with the Department to provide services under this Program.
2. **Department** means the Northern Territory Government Department of Industry, Tourism and Trade.
3. **Eligible Recipient/Recipient** means businesses that are approved under the Business Security and Safety Audit under terms and conditions.
4. **Excluded Entity** means:
 - i. businesses which operate from premises other than fixed premises (for example, mobile businesses)
 - ii. publicly listed companies
 - iii. home based businesses or businesses operating from residential premises
 - iv. government and local government bodies and government related entities such as educational institutions, schools and hospitals
 - v. businesses or organisations operating out of educational institutions / school grounds, including pre-schools
 - vi. other excluded businesses as may be determined by the Department in their absolute discretion.
5. **Security Audit Report** means an audit of the Premises undertaken by an Auditor that considers all aspects of the safety and security of the Premises within the broader environment where the Premises is located and makes recommendations in respect thereof.
6. **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.

- b) holds a valid Australian Business Number.
 - c) 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.
 - d) significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT.
 - e) employs Northern Territory residents.
7. **Voucher** means a payment instrument issued by the Department to an Eligible Recipient in full payment for a Security Audit.

Document title	Business Security and Safety Audit Program
Contact details	Department of Trade, Business and Asian Relations
Approved by	Chief Executive Officer
Date approved	
Document review	Annually
TRM number	DITT2023/02462