

# Disaster Recovery Financial Assistance Program: Barkly Region Bushfire Freight subsidy for Primary Producers (AGRN 1068)

Terms and Conditions

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## 1. Objective

The Disaster Recovery Funding Arrangements (DRFA) are an Australian Government determination for sharing the cost of disaster events with states and territories. The DRFA provides categories of assistance for individuals, the public and government in recovering from natural disasters and terrorist attacks.

The objective of this financial assistance provided to Northern Territory industry under the DRFA is to assist with the costs of clean-up, reinstatement of assets and assist in the recovery after direct damage as a result of an eligible disaster occurring.

Financial assistance is available to primary producers in the Northern Territory who have been impacted by Barkly Region Bushfire.

This assistance will provide cash payments towards freight costs for local primary producers who are affected by Barkly Region Bushfire.

## 2. Program Participation

Applications must be made to the Department on the form provided on the website and comply with all processes and procedures contained in these Terms and Conditions and that the Department may otherwise set from time to time.

The application form and other information will be available online at **GrantsNT**

### 2.1. Funding and Impacted Area

#### 2.1.1. Funding

Primary producers are able to access up to 50 percent in reimbursement of freight costs, capped at \$5,000.

This grant is provided to assist with transport freight costs associated with:

- moving emergency fodder for livestock
- removal of stock from the impacted area
- replacement of buildings for livestock
- fencing repairs
- machinery and equipment associated with livestock or replace animals lost from the event.

#### 2.1.2. Eligible Impacted Area

This assistance is available to primary producers who are situated in the Barkly local government area.

## 2.2. Eligibility criteria

### 2.2.1. Who is eligible

The applicant must be:

- a) a primary producer as defined in item 6
- b) a Territory Enterprise; and
- c) hold a valid Australian Business Number; and
- d) was operating in the Northern Territory at the time that it incurred losses in the eligible impacted area; and
- e) is actively trading with an annual turnover of at least \$75,000 and less than \$10 million (including all Related Entities); and
- f) not claiming this expenditure on an insurance policy, has not received and is not entitled to receive any grant, compensation or other monetary amount intended to assist with recovery from the disaster the subject of this Program, from any governmental or non-governmental body or source; and
- g) is not an Excluded Entity

### 2.2.2. Eligible separate business

Applicants who operate more than one enterprise under a single ABN, but each enterprise **operates separately** within the impacted area, may apply for assistance for each eligible separate business.

## 2.3. Application Process

Applicants must visit **GrantsNT** follow the links to fill out the online form and upload the required supporting documentation.

Applicants will need to provide documentation which evidences:

- that their business was located within eligible impacted area,
- photographs of damage to the property, and
- documents that substantiate the business as a primary producer.

## 2.4. Payment of Funds

Payment of monies will be on a reimbursement basis. Applicants must provide evidence they have paid freight costs such as:

- Tax invoice(s) showing full details of the goods and services, including freight costs, provided and being related to damage from Barkly Region Bushfire.
- Evidence of payment of these tax invoices. A copy of the applicant's bank remittance/and or bank statement with any receipt from the supplier or contractor of payment made.

### 3. 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;
- require repayment of a Grant if the Department's subsequent Audit determines that the recipient was in fact not eligible; and
- cease the Program at any time should Northern Territory Government or Commonwealth Government policy change.

### 4. General Terms and Conditions

#### 4.1. 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.

Recipients should read the Department's [Privacy Policy<sup>1</sup>](#) and by providing information to the Department under the Program, Businesses and Recipients 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 the Northern Territory and Commonwealth Governments assessing participant eligibility, Audits; 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.

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<sup>1</sup> <https://industry.nt.gov.au/publications/business/policies/privacy-policy>

## 4.2. Due Diligence, Audit and Compliance with Law

All participants in the Program acknowledge:

- (a) that the Department will conduct such due diligence enquiries as it sees fit to verify the amounts given under the Program have been used strictly in accordance with the claim.
- (b) that it is a condition of participation in the Program that applicants comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that the applicant is aware of and complies with 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.

All participants in the Program 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, such as insurance firms, ASIC.

The Department reserves the right to conduct an Audit at any time during the Program or within 12 months after the Program's End Date.

By applying to participate in the Program, applicants declare that they expressly agree to the Department having access to any private register of information in relation to the Business, and to the Department using, storing and releasing for lawful purposes, their information, including personal information.

Before applying for financial assistance under this program, applicants should seek advice from their legal, business or financial advisers about the tax implications of this financial assistance.

## 4.3. Retention of Records

Eligible recipients must retain all tax invoices, receipts, bank statements, quotations or other similar documentations, provided as part their application for assistance under this Program, for one year after the closing date.

## 4.4. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the applicant 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 to the extent contributed to by participation in the Program.

## 4.5. 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 Industry, Tourism and Trade](https://industry.nt.gov.au/feedback)<sup>2</sup>

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<sup>2</sup> <https://industry.nt.gov.au/feedback>

## 5. Program End

The Disaster Financial Assistance Program is a result of a decision by the NT Government to provide one-off funding to assist Eligible Recipients, pursuant to the provisions of the Australian Government Disaster Recovery Funding Arrangements, a copy of which document can be found at [Disaster Assist](#).

## 6. Definitions

**Audit** means the Department's right to check original documents, undertake inspections of the books of account of an Eligible Recipient and inspect any premises where losses have occurred in order to verify, gather data on or otherwise obtain information about the losses that a Grant will be or has been provided under this Program as well as the right to make enquiries of any other Northern Territory or Commonwealth Government Department to ascertain compliance with these terms and conditions and all laws relevant to the decision to make a Grant.

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

**Eligible Recipient** means a Primary Producer.

**Excluded Entity** is an entity that is a public or private school, private or public educational institution, government agency, government owned body, statutory corporation or local government body.

**Freight Costs** are defined in the table at Clause 3.3.

**Grant** means a cash payment to assist with Freight Costs.

**Non-Profit Organisation** must be validly incorporated under Northern Territory or Commonwealth legislation and must be registered with the Australian Charities and Not-For-Profits Commission (ACNC) and is compliant with its obligations under the ACNC, its governing legislation and any and all other statutory obligations at the time of its application.

**Primary Producer** means a business (an individual, partnership, trust or company):

- that operates a farm enterprise; and
- Contributes a part of the owner's labour and capital to the business, and
- derives at least 50% of its gross revenue from the business of primary production in the Northern Territory.

**Related Entity** means:

- (a) in the case of a company, a related entity within the meaning of section 50 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

in the case of unincorporated bodies, includes sole traders, members of a partnership, joint venturers, and members of the management committee.

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

- a) operating in the Northern Territory - the enterprise is actively trading out of premises located in the Northern Territory; and
- b) has a significant permanent presence - the business maintains an office, manufacturing facilities or other permanent base within the Northern Territory; and
- c) employs Northern Territory residents.