

# Disaster Recovery Financial Assistance Program: Asset Assistance Grant

## 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 businesses that have suffered direct damage as a direct result of eligible disaster. The assistance must contribute towards minimising disruption in the affected area and assist the community to recover.

Asset Assistance Grants are for non-profit organisations in the identified local government areas, where the organisation's assets have been significantly damaged by an eligible event and there is no reasonable prospect of obtaining commercial finance or insurance to repair or replace assets.

## 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. Time Limits on Works and Program

Applications to participation in the Program closes on [GrantsNT](#).

## 3. Eligibility criteria

### 3.1. Eligible Entity

The Recipient, a Non-Profit Organisation:

- a) must be incorporated under the Northern Territory or Commonwealth legislation and be registered with the Australian Charities and Not for Profits Commission (ACNC)
- b) is compliant with its obligations under ACNC and its governing legislation
- c) is a Territory Enterprise;
- d) holds a valid Australian Business Number;
- e) was carried on within the Northern Territory eligible impacted area at the time it incurred losses;
- f) must declare it will continue operations in the same location or local government area;
- g) must provide sufficient evidence its operation was financial viable within the two years prior to the declaration of the eligible event.
- h) must declare it 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
- i) is not an Excluded Entity.

## 3.2. Eligible separate business

Recipients 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.

Where the enterprises are under the same ABN and are linked services of the same business, they are not eligible.

## 3.3. Eligible expenditure

Eligible Recipients are able to access a one-off grant funding of up to \$10,000 to repair or replace an asset

- a) that was controlled by an entity prior to the eligible event;
- b) from which future economic benefits are expected to flow to the entity;
- c) that was significantly damaged as a direct result of the eligible event; and
- d) the applicant has used any available insurance or self-insurance fund prior to seeking assistance.

## 3.4. Eligible Impacted Area

This assistance is available to Eligible Recipients who are situated in the eligible impacted area, as announced by the Department on the [Northern Territory Government Website](#).

Application Process

## 3.5. Submitting your application

Applications can be made via GrantsNT by filling out the online application form and upload supporting documentation to support the application.

As part of the application process, the following documentation is required

- a) Evidence you were located in the declared eligible impacted area at the time the asset was damaged (for example utility bills or lease).
- b) Evidence of the pre-condition of the asset prior to the declared eligible event (for example photos or a copy of the damage report provided to your insurer).
- c) Evidence of the damaged asset post the declared eligible event (for example photos).
- d) Quotes or invoices to purchase or repair the damaged asset.
- e) A valid Territory Government Vendor ID and bank details registered in their GrantsNT Organisation Profile.

### 3.6. Claiming expenditure after receiving a grant agreement (Acquittal)

Successful applicants that have a signed grant agreement, will need to provide the documentation below to claim payment from the Department. The reporting process is made via GrantsNT by completing the online acquittal form attached to your application submitted per 4.1 and uploading supporting documentation that shows:

- a) Evidence of payment of these quotes on reimbursement of costs, such as a copy of the tax invoice showing full payment.
- b) Evidence that insurance arrangements are fully utilised and/or the asset is not claimable.  
Insurance

Recipients may lodge a grant application pending the outcomes of an insurance claim. In these cases, it is the Recipients responsibility to advise the Department of the outcome of the claim.

The Department is unable to process your claim for payment until you are able to show that you have fully utilised your insurance claims, and the asset is not claimable.

### 3.7. Funding for Eligible Recipients

This grant assistance is on a reimbursement basis .The Department will assess applications against the criteria listed in these terms and conditions.

Successful applicants will receive a grant funding agreement that will outline the acquittal and payment requirements.

## 4. Changes to Program

The Department reserves the right to:

- a) vary these terms and conditions, the eligibility criteria or any other documented rule or procedure relating to the Program at any time; and
- b) accept or reject any application for participation in the Program in its absolute discretion;
- c) require full repayment of the funding if the Department's subsequent Audit determines that the Recipient was in fact not eligible; and
- d) cease the Program at any time should Northern Territory Government or Commonwealth Government policy change.

## 5. General Terms and Conditions

### 5.1. 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.

**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 and may include:

- non for profit schools (that is, those run by a church)
- religious institutions
- homeless hostels
- aged persons homes
- organisations relieving the special needs of people with disabilities
- community child care centres
- cultural societies
- environmental protection societies
- neighbourhood associations
- public museums and libraries
- scouts
- sports clubs
- surf lifesaving clubs, or
- traditional service clubs.

**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
- c) 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 legal entity 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.

## 5.2. 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.

### 5.3. 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 Recipients comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that the Recipient 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, Recipients 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, Recipients should seek advice from their legal, business or financial advisers about the tax implications of this financial assistance.

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

## 5.4. 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.

## 5.5. Release and Indemnity

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

## 5.6. Goods and Suppliers Tax (GST)

If your business is registered for GST, the amounts claimed must **exclude** any GST shown on the invoices.

If your business is not registered for GST, the amounts claimed in your application must **include** any GST shown on your invoices.

## 5.7. 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](#).

## 5.8. 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](#)<sup>2</sup>

## 5.9. 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>2</sup> <https://industry.nt.gov.au/feedback>