

Home Renovation Grant terms and conditions

31 July 2020

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1. Introduction

The Home Renovation Grant has been designed to support first homebuyers of established homes in the Northern Territory. The package is directed at encouraging first homebuyers to engage one or more Territory Enterprises to undertake renovations to the home in respect of which they received the First Home Owner Discount.

2. General

2.1. Program objective

The objective of the Program is to support Territory first homebuyers of existing homes.

2.2. Definitions

Audit means the Department's right to check the original documents. As a condition of participating in the Program, the Business and the Eligible First Homebuyer agree to present, upon request by the Department within 10 working days of the request, any relevant documents, including but not limited to receipts, quotations, invoices and/ or evidence of payment (eg bank statements).

Defacto means persons, including same sex partners, who are not married to each other but are in a marriage-like relationship.

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

Eligible First Homebuyer or First Homebuyer means one or more persons who own or who have entered into a contract to purchase a Property that is or will be their First Home. At least one applicant (if there are more than one) must be an Australian citizen or permanent resident.

Eligible Renovations or Eligible Works are renovations, improvements, repairs and maintenance services that are intended to permanently improve the fabric or the condition of the Property and which will be permanently fixed to the Property (excluding Household Goods). The First Homebuyer may apply for up to five Eligible Renovations, subject to the Maximum Eligible Amount.

Eligible Territory Business or 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, and
- was providing its services wholly or substantially in the Northern Territory for at least six months prior to its quotation being submitted by the Eligible First Homebuyer to the Department for consideration, 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 successfully been approved by the Department to be part of the Program. Successful registration is dependent upon satisfactory results of due diligence the Department may conduct (in its absolute discretion).

Only Eligible Businesses can participate in the Program.

First Home means that the applicant/s and their spouses/Defacto partners must not have held an interest in residential property in Australia prior to the date the contract to purchase was signed. This applies even if the spouse/Defacto partner is not a party to the contract to which the application relates.

Home Renovation Grant means a grant of up to the Maximum Eligible Amount for Eligible First Homebuyers to use towards Eligible Renovations at their Property (including Household Goods).

Household Goods means new household items such as white goods, brown goods, furniture, curtains / blinds, manchester, kitchenware, barbecues and similar items ordinarily found in a home. The First Homebuyer may apply to use up to \$2,000 of the total Home Renovation Grant towards the purchase of Household Goods.

For the Household Goods component as defined here, a renovation is a necessary pre-requisite.

Invoice means an invoice issued by an Eligible Territory Business that matches the quotation given by that Business which forms the basis of the First Homebuyer's application for a Voucher.

Minimum Eligible Amount means the sum of \$500 (exclusive of GST).

Maximum Eligible Amount means the sum of \$10,000 (exclusive of GST). The Maximum Eligible Amount may be made up of the sum of multiple Vouchers but cannot exceed \$10,000 in total (including any allowance for Household Goods)

Principal Place of Residence means the home in which the Eligible First Homebuyer (and if relevant, their spouse or Defacto) ordinarily resides.

Program means the Home Renovation Grant as described in these Terms and Conditions.

Property means:

- a. a property that is situated in the Northern Territory, and
- b. the property is or is to be lawfully used for residential purposes by the Eligible First Homebuyer (and if relevant, their spouse or Defacto), as their Principal Place of Residence, and
- c. the contract for the purchase of the property was executed in favour of the Eligible First Homebuyer after 1 September 2016 and settlement of the purchase occurred no later than 30 November 2020, and
- d. the property is an established residence that has been previously sold or occupied as a place of residence.

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 a Relative of the spouse of a director or member, or
 - iii. 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, 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

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:

- operating in the Northern Territory - the enterprise is currently engaged in productive activities (ie production of goods or delivery of services) within the NT
- significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT
- employing NT residents - the enterprise employs Territorians.

Voucher means a payment instrument issued by the Department to an Eligible First Homebuyer to use for payment of an invoice issued by an Eligible Territory Business. A Voucher will not be issued for an amount below the Minimum Eligible Amount or above the Maximum Eligible Amount, and the sum of all Vouchers issued will not exceed the Maximum Eligible Amount.

2.3. Program participation

The Program is open to Eligible Territory First Homebuyers of a Property and Eligible Territory Businesses.

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.

2.4. Limitations on program contribution to eligible renovations

Eligible Renovations are limited to works conducted by one or more Businesses in relation to the Property for which payment is required via one or more invoices.

Renovations cannot be started unless one or more relevant and compliant quotations have been approved by the Department following an application by the First Homebuyer.

The Department will provide the formal approval to start Eligible Renovations to the First Homebuyer in the form of a Voucher or Vouchers. This Voucher must be signed and provided to the Business on completion of the Eligible Works. By surrendering the signed Voucher to the Business the Homebuyer warrants and declares to the Department that the works the subject of each Voucher have been carried out to their satisfaction.

A Voucher is not redeemable by the First Homebuyer or transferrable to any other person whether or not they are a First Homebuyer.

A Voucher will be issued for up to the Maximum Eligible Amount, or multiple Vouchers up to a total of the Maximum Eligible Amount, subject to the following:

- a. If the First Homebuyer has claimed monies for Household Goods (up to \$2,000), the value of the Voucher(s) will be the Maximum Eligible Amount, less the amount paid for the Household Goods (see 4.3 Purchase of household goods).
- b. The amount redeemable via the Voucher is capped in relation to the cost of goods or materials for the Eligible Renovations to 65% of the Voucher.

A Voucher must not be used in conjunction with any voucher granted under any other program to pay for the same works.

2.5. Time limits

Eligible First Homebuyers have three months from the date of settlement of the purchase of the Property to apply for the Home Renovation Grant. Eligible Works must only commence after an application has been approved by the Department and must be completed within six calendar months of the date of issue of the relevant Voucher for those Eligible Works. No grant applications will be accepted after 30 November 2020 at 5pm ('Closing Date'), subject to the provisions of **Clause 8**. The Program's end date is 31 May 2021 ('End Date'). Issued Vouchers will still be able to be redeemed for a short period after the End Date but will expire at close of business on 30 June 2021 at which time they will be of no further force or effect.

2.6. No incentives to be offered or accepted

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

2.7. Other financial rebates, discounts and other financial incentives

Should the Eligible Works include works and / or goods / materials that already entitle the First Homebuyer to a rebate, discount or other financial incentive ('Benefit'), the Voucher amount the First Homebuyer will be eligible for in relation to those works will be reduced by the amount of such Benefit to avoid double-dipping.

2.8. GST

Any part of the Home Renovation Grant that is used for the purchase of Household Goods (up to \$2,000) does not attract GST and therefore no GST will be paid in addition to the amount approved for this purpose.

The amount of the Voucher used towards Eligible Renovations is exclusive of GST and if the Business is registered for GST, then GST will be paid by the Department in addition to the Voucher amount.

2.9. 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. the Head Contractor must not sub-contract any more than 50% of the total value of the labour component of the Eligible Works, and
- b. 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.

2.10. All works at risk of first homebuyer

Where the Department has approved the issuing of a Voucher in respect of a particular Business, the Department gives no warranties, express or implied, as to the suitability or calibre of that Business to conduct the works quoted.

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 eligible as a Territory Enterprise. The First Homebuyer must make all enquiries they think necessary to ensure that the quoting Business is suitably qualified and experienced to undertake the works, and the Department takes no responsibility whatsoever for any works or conduct by the Business which may not meet the First Homebuyer's expectations, including without limitation works that are of unacceptable standard, quality or workmanship. Further, the Department takes no responsibility for any damage or loss of any kind accruing to the First Homebuyer 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.

By making an application for a Voucher, the First Homebuyer 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 he / she / they 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 the works (or lack thereof).

2.11. Program changes

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
- 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, 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 - business

3.1. Business participation in the program

By providing a quotation to the First Homebuyer under this Program, the Eligible Business accepts to have its details recorded with the Department. The Business further 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 the Business may suffer of any nature whatsoever in relation to the Program and / or the works carried out by the Business for the First Homebuyer.

3.2. Quotation process

Businesses should note that First Homebuyers cannot obtain a Voucher in respect of quotes from Businesses which are Related to (or a Relative of) the First Homebuyer.

The following elements must appear in the quotation:

- business name
- Australian Business Number
- business contact person and contact details
- quotation date
- quotation expiry date
- address of proposed works
- name of applicant (First Homebuyer)
- description of works
- total price (showing any GST component separately)
- separately show the cost of goods / materials
- an estimate of the start and completion dates of the Eligible Works
- payment terms and conditions, including that a valid NT Government-issued Voucher will be accepted for the Approved Voucher Amount.

Quotation templates are available on the [Home Renovation Grants page](#)¹ of the Northern Territory Government website.

3.3. Invoicing process

If the First Homebuyer's application is approved, they 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 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 date
- address of works
- person(s) invoiced (First Homebuyer) and address / contact details
- description of works undertaken
- total price (showing any GST component separately)
- separately show the price of goods / materials

¹ <https://nt.gov.au/property/homeowner-incentives/first-home-owners/home-renovation-grant>

- payment terms and conditions, including that a valid NT Government-issued Voucher is accepted for the Approved Voucher Amount.

Invoice templates are available on the [Home Renovation Grants page](#)² of the Northern Territory Government website.

Note: The invoice must match the approved quotation.

The Business must then obtain the signed Voucher from the First Homebuyer 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 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 31 May 2021 and **all** outstanding Vouchers will expire at close of business on 31 August 2021 and Vouchers must be redeemed before the expiry date - see also **8 Program end**.

3.4. Voucher redemption process

Once a Voucher has been signed and handed to the Business, it must be redeemed through the [online redemption process](#)³. The Business must provide 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 First Homebuyer, 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 email homer renovation.grant@nt.gov.au

4. Eligibility criteria and processes - first homebuyer

4.1. Eligible first homebuyer

Only an Eligible First Homebuyer (see **Definition under 2.2**) may participate in the Program and apply for a Voucher. An Eligible First Homebuyer must not apply for a Voucher if they are Related to (or are a Relative of) the Eligible Small Business providing the quotation.

² <https://nt.gov.au/property/homeowner-incentives/first-home-owners/home-renovation-grant>

³ <https://businessnt.smartygrants.com.au/homer renovationgrantbusiness>

Although the First Homebuyer may apply for the Home Renovation Grant as soon as they enter into a contract of purchase for the Property, the application will not be approved until after the purchase of the Property has been completed.

4.2. Grant application

In order to apply for a Home Renovation Grant, the First Homebuyer must complete the relevant form on the website which includes a declaration that:

- the applicant is an Eligible First Homebuyer of the Property as defined under this Program, and
- if the applicant is applying for up to \$2,000 to purchase Household Goods, they will acquit the purchases made from one or more Eligible Territory Businesses within 90 days of receiving the money by providing all receipts to the Department (see **4.3 Purchase of household goods**), and
- the works that are the subject of the attached quotation are Eligible Works and will be carried out on the Property, and
- the First Homebuyer is not Related to (or a Relative of) the entity giving the quotation.

The applicant must also complete a separate statutory declaration in the form on the website, which states that the applicant does not now and has never owned residential property in an Australian State or Territory, other than the property the subject of their application.

The statutory declaration must be witnessed by an independent person over the age of 18 years who has known the applicant for more than one year.

For assistance with online applications, First Homebuyers may email homenovation.grant@nt.gov.au

4.3. Purchase of household goods

An Eligible First Homebuyer is entitled to use up to \$2,000 of the \$10,000 Home Renovation Grant towards the purchase of Household Goods. The First Homebuyer may either:

- receive an upfront payment for the purchase of the Household Goods, which monies must be properly acquitted within 90 days of receiving the money by providing the Department with copies of receipts for the purchase of Household Goods from Eligible Territory Businesses, or
- purchase the Household Goods from one or more Eligible Territory Businesses using their own funds and applying to be reimbursed by the Department by presenting the receipts as part of their application for the Home Renovation Grant.

Note: If goods are purchased between contract date and settlement date, the application for reimbursement will not be assessed until after the settlement date.

4.4. Payment to the business

At the completion of the Eligible Renovations, the First Homebuyer is required to:

- sign and date the Voucher or Vouchers for the Eligible Works, and
- provide the Voucher or Vouchers to the Business(es).

Please refer to clause **2.8 GST** for an explanation on how GST is treated under this Program.

4.5. Cancellation of vouchers

Should the First Homebuyer require the cancellation of an approved Voucher, they must email homenovation.grant@nt.gov.au

Note: If a Voucher is cancelled and the First Homebuyer wishes to have a new Voucher issued (for example, because the First Homebuyer and the Business have agreed to vary the works, or the First Homebuyer wishes to use the Voucher with a different Business) the First Homebuyer 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

The Business and the First Homebuyer acknowledge 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 to be used strictly in accordance with the intent of the relevant Government policy. Such enquiries may include (but are not necessarily limited to) company and business name searches on a Business, title and other searches for the Property, searches of the courts and / or the Trustee in Bankruptcy and enquiries of private businesses or institutions as the Department sees fit.

All applicants to participate in the Program acknowledge and accept that the Department will seek from and share information with other Northern Territory Government agencies, as well as such external professional advisers as it may need to do in order to assess eligibility, such as conveyancers / solicitors.

The Department reserves the right to conduct an Audit at any time after redemption or attempted redemption of a Voucher, 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 the Department 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 Fire Homebuyer 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 on the [Information Commissioner website](https://infocomm.nt.gov.au/privacy/information-privacy-principles)⁴ or by contacting the Information Commissioner Northern Territory on 1800 005 610.

⁴ <https://infocomm.nt.gov.au/privacy/information-privacy-principles>

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

5.2. Privacy

Information collected as part of the Home Renovation Grant 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.

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 Home Renovation Grant, please email homenovation.grant@nt.gov.au

Information collected as part of the Home Renovation Grant'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 Home Renovation Grant, 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 throughout any period of participation in the Program, the Business and the First Homebuyer 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 / 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.

7. Disputes and complaints

The Department is not responsible for resolving any disputes between First Homebuyers and Businesses.

For disputes relating to building and construction works quoted / planned and / or conducted by the Business at the Property, the Business and the First Homebuyer can go to [building complaints and disputes](#)⁵ and choose the appropriate page and information links.

Consumer Affairs can be contacted on 1800 019 319 or by visiting the [Consumer Affairs website](#)⁶ and dispute resolution information can be accessed at [complaints and disputes](#)⁷.

For disputes and complaints relating to applications for registration as an Eligible Small Business, applications for a Voucher and / or Voucher redemption, the Eligible Small Business or the Eligible First Homebuyer can email homenovation.grant@nt.gov.au

8. Program end

The Home Renovation Grant is the result of a decision by the Northern Territory Government to provide a one-off, time-limited stimulus to assist Territory First Homebuyers and Businesses.

The Program commences on 1 September 2016 and is open to applications until 5pm on 30 November 2020 or until the program's grant budget has been fully allocated, *whichever is sooner*. Vouchers will be issued to First Homebuyers from 1 October 2016 until 31 December 2020. Issued Vouchers will still be able to be redeemed for a short period after the End Date but will expire at close of business on 30 June 2021 at which time they will be of no further force or effect.

⁵ <https://nt.gov.au/property/building-and-development/building-complaints-and-disputes/introduction>

⁶ <https://consumeraffairs.nt.gov.au/>

⁷ www.consumeraffairs.nt.gov.au/ForConsumers/ComplaintsAndDisputes/