

Business Security and Safety Audit Program

Auditors Terms and Conditions

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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 its current level of worker safety.

The Program will assist businesses to understand and give consideration to the works it may need to undertake to deter wrongdoers and protect its premises and workers from damage and injury caused by 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. Participation

Participation in the Program as an auditor of Business Security and Safety (the 'Auditor') 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 applicants; and
3. any other guidelines or instructions for the Program provided by the Department of Trade, Business and Asian Relations (the Department), to enable an Auditor to deliver Services for the Program.

3. Registration and Eligibility

3.1. Eligibility Criteria

To participate in the Program, an auditor must register for the Program and be accepted as an auditor. An Auditor is only eligible to participate in the Program if the Auditor:

- a) holds Crime Prevention through Environmental Design qualifications (CPTED) or has completed a CPTED training course;
- b) holds professional indemnity insurance of at least \$2 million;
- c) holds valid national police clearance;
- d) is a Territory Enterprise or employed by a Territory Enterprise;
- e) is in compliance with all legislative requirements pertaining to its business (including holding current licences and permits to carry out the Services (where relevant));
- f) has a good working knowledge of the Work Health and Safety Act and regulations in order to advise appropriately in relation to worker safety and

- g) can substantiate it has provided services as a security auditor in the Northern Territory for at least two consecutive years prior to applying for registration.

Auditors can register as a supplier to the Program by going online to [GrantsNT](#)

3.2. Auditor Conduct

- a) By registering to participate in the Program, the Auditor confirms to the Department that the Auditor will continue to meet the Eligibility Criteria at all times during its participation in the Program.
- b) If an Auditor no longer meets the Eligibility Criteria at any time during its participation in the Program, the Auditor must give written notice to the Department. If the Department receives such notice or otherwise reasonably believes that the Auditor no longer meets the Eligibility Criteria, or the Department is unsatisfied with the standard of work being produced by the Auditor (on reasonable grounds), the Department may suspend or de-register the Auditor's participation in the Program.
- c) A suspension will remain in effect until the Auditor satisfies the Department that the Auditor again meets the Eligibility Criteria or has corrected any report or otherwise remedied any work that has been found to be substandard. If an Auditor is de-registered it will need to re-apply to participate in the Program and will be subject to due diligence enquiries.
- d) By registering and participating in the Program the Auditor agrees to be bound by and comply with the governing documents listed in Clause 2.
- e) The Department is not responsible for any costs or expenses incurred by the Auditor to comply with the Eligibility Criteria.
- f) By registering to participate in the Program, the Auditor confirms to the Department to the best of their knowledge that no Conflict exists or likely to arise in performing the Services.
- g) An Auditor must not engage in any activity or obtain any interests during its participation in the Program that is likely to Conflict with its ability to deliver the Services.
- h) If a Conflict does arise, an Auditor must notify and fully disclose all relevant information relating to the Conflict to the Department. The Auditor must propose and take corrective actions to resolve or otherwise deal with the Conflict.
- i) If an Auditor is unable or unwilling to resolve or take corrective actions to address a Conflict or the Department is of the reasonable opinion that the Conflict cannot be resolved, the Department may de-register the Auditor from the Program.
- j) For the avoidance of doubt, the fact that the Auditor is registered as a supplier to the Program as well as a service provider under any other Program does not of itself amount to a Conflict, but an Auditor that provides Services under this Program must not also deliver services or carry out works under another Program for the same Eligible Recipient as a consequence of the production of the Report.

4. Services to be Provided by Auditor to Eligible Recipient

- a) An Auditor must be available to provide business security and safety audits and prepare Security Audit Reports (the 'Services') for the Program in:
 - (i) Darwin, Palmerston and Darwin Rural area, and
 - (ii) Other localities in the Northern Territory as may be advised by the Department from time to time.
- b) An Eligible Recipient located in Darwin, Palmerston and the Darwin Rural area that is approved under the Program will instruct its chosen Auditor direct.
- c) The Department will administer the carrying out of Services outside of the Darwin, Palmerston and Darwin Rural area by instructing Auditors to carry out Services in such a way as to take maximum advantage of economies of scale, subject to Auditor capacity. Details about this process will be provided to an Auditor once it is approved to participate in the Program.
- d) The Auditor warrants to the Department that it will complete each audit using the template Business Audit Toolkit a copy of which will be provided to all registered Auditors. The Department may amend this document at any time to ensure its currency and applicability to the Program's objective and purpose, and Auditors will be notified by email of any changes to the Toolkit.
- e) The Security Audit Report must be provided to the Eligible Recipient within 30 days of a voucher being issued.

5. Payment for Services and Redemption of Voucher

- a) A Voucher will be issued to the Eligible Recipient and handed to the Auditor by the Eligible Recipient for redemption by the Department when all requirements of the Auditor under these terms and conditions have been met to the satisfaction of the Department.
- b) Vouchers will be issued in the following amount in full payment for the Security Audit Report:
 - (i) \$3,000 (GST exclusive) for each Service rendered Darwin and Darwin Rural area, or
 - (ii) \$3,500(GST exclusive) for each Service rendered outside of the Darwin, Palmerston and Darwin Rural area.
- c) The Department is not responsible for any costs or expenses incurred in the delivery of the Services which are beyond the amount of the Voucher,
- d) When seeking redemption of a Voucher, the Auditor must provide evidence to the Department it has completed the Services by providing:
 - (i) A copy of the email to the Eligible Recipient enclosing the Security Audit Report; and
 - (ii) a copy of the Security Audit Report into GrantsNT.
- e) An Auditor must not seek to recover from an Eligible Recipient the amount of the voucher if the Department has refused to pay for Services rendered. In these circumstances, the Department will notify the Auditor of any alleged breaches or issues for remediation in relation to the Security Audit Report and the Department will pay the Voucher only when it is satisfied that the Services have been undertaken properly and to its reasonable satisfaction.

- f) All vouchers must be redeemed within 60 days after the date they are issued. An extension of time following expiry of a voucher may be given in the absolute discretion of the Department, but Auditors should note consideration of an application for extension will only be given in the following circumstances:
 - (i) delayed delivery of Services due to the Eligible Recipient being located outside of Darwin, Palmerston and Darwin Rural area, in circumstances where the availability of Auditors is limited.
 - (ii) delayed delivery of Services due to effects of natural events such as floods or cyclone
- g) Auditors must not outsource or subcontract matters in which they are instructed. If the Auditor is unable to accept instructions because it does not have the capacity to complete the Services itself, then the Eligible Recipient (and for remote services, the Department), will instruct a different Auditor.
- h) All issued Vouchers that have not been redeemed will be cancelled when the Program ends.

6. General Terms and Conditions

In this section, a reference to “you” is a reference to an Auditor that has been registered to participate in the Program.

6.1. Notices

Notices must be in writing and can be delivered to the Department by:

Email: business.programs@nt.gov.au

Address: Department of Trade, Business and Asian Relations, Level 2, Development House, 76 Esplanade, Darwin NT 0800

6.2. Voucher Payment

On registration for the Program, you must provide us with your bank account details. You can issue a tax invoice for the Voucher amount (or alternatively we may issue a recipient created tax invoice and you must not issue a tax invoice) before we are obliged to pay the Voucher.

6.3. GST

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

6.4. 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.

6.5. 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, their information, including personal information.

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

6.6. Retention of Records

You must keep full and accurate records in relation to all aspects of its participation in the Program for a period of at least seven years.

6.7. 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.

6.8. 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 Trade, Business and Asian Relations](#)

7. 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 funds if the Department's subsequent Audit determines that Services were not delivered or are deemed by the Department to be substandard (acting reasonably); and
- cease the Program at any time should Northern Territory Government's policy change.

8. Definitions

1. "**Associate**" means a person associated or connected with the Auditor because:
 - a. They are a Related Entity;
 - b. Of a family relationship;
 - c. Of a business partnership;
 - d. One is a company and the other is a director or manager of the company;
 - e. One is a private company and the other is a shareholder in the company; or
 - f. A chain of relationships can be traced between the Corporation and the other company or person under one or more of the above sub-paragraphs.
2. "**Auditor**" is an applicant for registration that has been approved by the Department to provide services to the Program.

3. **“Conflict”** means a circumstance which the Auditor or an Associate is in, or could be perceived to be in, a position to derive personal benefit, financial or non-financial and directly or indirectly, from the Services.
4. **Department** means the Northern Territory Government Department of Trade, Business and Asian Relations.
5. **Eligible Recipient** means businesses that are approved under the Business Security and Safety Audit terms and conditions for applicants.
6. **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.
7. **Security Audit Report** means a detailed report of 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.
8. **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.
9. **Voucher** means a payment instrument issued by the Department to an Eligible Recipient for full payment of 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