

Disaster Recovery Financial Assistance Program: Freight subsidy for Primary Producers

Terms and Conditions

Contents

1. Objective	3
2. Program Participation	3
2.1. Time Limits on Works and Program	3
3. Eligibility criteria	3
3.1. Eligible Recipient	3
3.2. Eligible separate business	4
3.3. Eligible freight costs and funding cap	4
3.4. Eligible Impacted Area	4
4. Application Process	4
4.1. Making an application	4
4.2. Funding for Eligible Recipients	5
4.3. Insurance	5
4.4. Claiming expenditure (Acquittal process)	5
5. Changes to Program	5
6. General Terms and Conditions	6
6.1. Definitions	6
6.2. Privacy	7
6.3. Due Diligence, Audit and Compliance with Law	7
6.4. Retention of Records	8
6.5. Release and Indemnity	8
6.6. Goods and Suppliers Tax (GST)	8
6.7. Program End	8
6.8. Feedback	8
6.9. Contact us	8

1. Objective

The Disaster Recovery Funding Arrangements (DRFA) are an Australian Government measure 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 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.

Freight subsidies are for Primary Producers in the Territory who have been impacted by an eligible event and are located within the identified local government area impacted. Primary Producers can claim freight subsidy for reimbursement of costs involved with transporting livestock, fodder or water for livestock and building or fencing equipment or machinery as a direct result of damage by the eligible event.

DRFA support is aimed at covering the cost of clean-up and reinstatement, but not at providing compensation for losses.

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](https://grantsnt.nt.gov.au/grants/)¹.

2.1. Time Limits on Works and Program

Applications to participation in the Program close as per the dates provided at [GrantsNT](https://grantsnt.nt.gov.au/grants/).

3. Eligibility criteria

3.1. Eligible Recipient

To be eligible, the applicant:

- a) is a Primary Producer as defined in item 5.1; and
- b) is a Territory Enterprise; and
- c) holds a valid Australian Business Number; and
- d) has assets or stock that have been significantly damaged as a direct result of an eligible disaster; and
- e) was operating in the Northern Territory at the time that it incurred losses in the eligible impacted area; and
- f) declares operation will continue in the same location and Local Government Area (LGA) after the event; and

¹ <https://grantsnt.nt.gov.au/grants/>

- g) evidences the operation was financially viable within the two years prior to the declaration of the eligible event; and
- h) evidences insurance arrangements are fully utilised or not available for the expenditure being claimed under this grant; and
- i) evidences 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
- j) is not an Excluded Entity

3.2. 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.

Enterprises are under the same ABN and are linked services of the same business are not eligible.

3.3. Eligible freight costs and funding cap

Eligible Recipients are able to be reimbursed 50 percent for the freight costs, up to \$5,000 for the:

- a) moving emergency fodder for livestock
- b) removal of stock from the impacted area
- c) replacement of buildings for livestock
- d) fencing repairs
- e) machinery and equipment associated with livestock
- f) replacement of animals lost from the event.

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](https://nt.gov.au/industry/business-grants-funding/freight-subsidy-disaster-assistance)².

4. Application Process

4.1. Making an application

Applications can be made via [GrantsNT](https://nt.gov.au/industry/business-grants-funding/freight-subsidy-disaster-assistance) by filling out the online application form and, where requested, upload of 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 of the eligible event (for example utility bills or lease).
- b) Evidence of the damage or loss incurred as a direct result of the event (for example photos or a copy of the damage report provided to your insurer), and

² <https://nt.gov.au/industry/business-grants-funding/freight-subsidy-disaster-assistance>

- c) Documents that substantiate the business is an Eligible Recipient.
- d) Quotes and/or Tax invoice(s) showing full details of the goods and/or services provided and being related to damage from the event (note: freight costs should be clearly itemised).
- e) Evidence of payment of these tax invoices. A copy of the applicants bank remittance/and or bank statement with any receipt from the supplier or contractor of payment made.
- f) A valid Territory Government Vendor ID and bank details registered in your GrantsNT Organisation Profile.

4.2. 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, and Eligible Recipients will receive a grant funding agreement that will outline the acquittal and payment requirements.

4.3. Insurance

Applicants are required to claim on insurance where available. Applicants must certify that they are ineligible or that insurance has been refused, or that their insurance will not cover all the costs.

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

Please be aware the Department is unable to finalise an application until the outcome of the insurance claim is determined and where requested, formal advice of the claim outcome is provided.

4.4. Claiming expenditure (Acquittal process)

Recipients deemed eligible will be offered funding by grant agreement and payment will be subject to the acquittal requirements contained in the agreement.

The reporting and acquittal process is submitted by the Eligible Recipients via GrantsNT by completing the online acquittal form and providing the uploading evidence such as, but not limited to:

- Tax invoice(s) showing full details of the goods and services, including freight costs, provided and being related to damage from the eligible event.
- Evidence of payment of these tax invoices. A copy of the Eligible Recipient's bank remittance/and or bank statement with any receipt from the supplier or contractor of payment made.
- Any other documentation required by the Department to ensure funding is expended in line with the program objectives.

5. 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 repayment of a Grant 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.

6. General Terms and Conditions

6.1. 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.

Eligible Recipient means a Primary Producer that is deemed eligible under this grant.

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.

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

- Has a right or interest in a farm enterprise; and
- Contributes a part of his, her or its 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.

Primary producers are listed under the Australian New Zealand Standard Industrial Classification 2006 (ANZSIC) 1292.0 (Revision 2.0) Codes 01 (Agriculture), 02 (Aquaculture), 03 (Forestry and Logging), 04 (Fishing, Hunting and Trapping) and 05 (Agriculture, Forestry and Fishing Support Services).

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 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.

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

Recipients should read the Department’s [Privacy Policy](#)³ 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.

6.3. 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 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.

³ <https://industry.nt.gov.au/publications/business/policies/privacy-policy>

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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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](#).

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 Industry, Tourism and Trade](#)⁴

6.9. Contact us

Contact the Department by emailing businessprograms.DITT@nt.gov.au or phoning 1800 193 111.

⁴ <https://industry.nt.gov.au/feedback>