

# Business Growth Program

## Terms and Conditions

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# 1. Program Parameters

## 1.1. Introduction

The Business Growth Program ('Program') is a Northern Territory Government initiative, managed by the Department of Industry, Tourism and Trade, to help Northern Territory businesses grow, develop and expand their business.

## 1.2. Program Objective

The Program is available to Eligible Recipients seeking to access professional advice systems and services to improve the performance, sustainability and profitability of their business. The areas of support are: strategy, marketing, operations, finance and people & culture. Eligible Recipients can also access the Program if they require mentoring or coaching support, or if they need assistance with the implementation of advice received under this Program (please see the definitions of the categories and examples in [Appendix A](#)).

# 2. Program Definitions

**Applicant** means a business applying to the Program who is also an Eligible Recipient.

**Audit or Spot Audit** means the Department's right to check original documents (such as receipts for the purchase of goods/services with grant monies and/or co-contribution monies) and undertake onsite inspections of property where Services are completed, or verify that Services provided are in line with the quotation and otherwise in accordance with the terms of the Program.

**Co-contribution** ratio is 25% by the Eligible Recipient and 75% by the Department, unless specified otherwise by the Department.

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

**Eligible Service Provider or Provider** is a service provider business that:

- a) is a Territory Enterprise; if the Provider is not a Territory Enterprise, the Eligible Recipient must demonstrate that the Eligible Services are not able to be carried out by a Territory Enterprise; and
- b) is a legal entity (a natural person or an incorporated entity), with or without a registered business name; and
- c) holds a valid Australian Business Number for a minimum of 12 months prior to registering to participate in the program; and
- d) was providing its services wholly or substantially for a minimum of 12 months prior to registering to participate in the Program; and
- e) has successfully registered with 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; and
- f) must have at least 2 years' demonstrated experience in the categories for which they are registering to provide services; and
- g) has and will maintain during the course of the Program (and will provide copies upon request), all relevant business, occupation and related permits, licences and insurance coverage required to

undertake work in connection with the Program, including for instance valid public liability insurance policy, Workers Compensation, Professional Indemnity and all other relevant insurances to cover its usual business risks.

**The Department reserves the right to decide in its discretion if an applicant is an Eligible Service Provider**

**An Eligible Recipient or Recipient:**

- a) is a Territory Enterprise (either a for-profit or not-for-profit business); and
- b) is a legal entity (including a sole trader or partnership) trading under a business name registered in the NT that held and continues to hold a valid Australian Business Number (ABN); and
- c) is operating in the Northern Territory, providing its services wholly or substantially in the Northern Territory for at least six months prior to submitting an application for Funding; and
- d) has a significant permanent presence – maintains an office, facilities or other permanent base within the Northern Territory; and
- e) can demonstrate that it is actively trading and has an annual turnover of less than \$10 million and more than \$75 000; and
- f) has at least one full-time and no more than 20 full-time employees, including owners and directors; and
- g) (if applicable) has successfully acquitted funding previously received under the Business Growth Program; and
- h) is not an Excluded Recipient.

**The Department reserves the right to decide in its discretion if an applicant is an Eligible Recipient.**

**Excluded Recipient** means individuals (other than sole traders, who are Eligible Recipients), private and public educational institutions, government agencies and government owned bodies, statutory corporations and local government bodies.

**Eligible Services or Services** include, but are not limited to, the development of a business plan, a marketing plan, a change management plan, a digital strategy, policies & procedures, digital solutions and a financial management plan. Please see Appendix A.

**Excluded Services** means:

- subscription or linked services incurring future or recurring costs;
- pre-established services generally available to the public and passed on at a greater cost to the Eligible Recipient under the guise that the Eligible Services have been completed by the Eligible Provider;
- services that may be subject to copyright or intellectual property disputes or pending trademark decisions;
- products (being a service) that it is unlikely the Eligible Recipient will be able to use, install or manage without incurring further cost or obligation to the Eligible Provider; or
- products (being a service) that the Eligible Provider has not established clear instructions/ or advice on the use/ installation, and management of, for the benefit of the Eligible Recipient.

The Department retains absolute discretion as to what goods or services will be approved under the Program having regard to the overall risk and ensuring value for Program allocated money.

**Grant Funding or Funding** means a monetary contribution towards the Eligible Services provided to the Eligible Recipient by the Department in the form a Voucher or Vouchers. Grant Funding will be made on the basis of the co-contribution ratio (2.0 program definitions) up to the Maximum Grant Amount.

**Maximum Grant Amount** means the sum of \$10,000 (exclusive of GST).

**Program** means the Business Growth Program.

**Program Evaluation Interview** means a survey completed by the Eligible Recipient upon completion of the Eligible Services, and again in 6 and 12 months' time.

**Providers Directory** is a list of Eligible Service Providers that have been approved to provide Eligible Services for the Program.

**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
  - iii. a Relative of the spouse of a director or member; or
  - iv. 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 grandparent, child or grandchild or brother or sister of the person.

**Services Report** means a report completed by the Eligible Service Provider upon completion of the Eligible Services. A copy of the Services Report must be provided to the Eligible Recipient as well as submitted by the Eligible Service Provider as part of the Voucher redemption process.

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

- a) operating in the Northern Territory - the enterprise is currently engaged in productive activities out of premises within the Northern Territory (i.e., production of goods or delivery of services); and
- b) has a significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the Northern Territory; and
- c) employs Northern Territory residents.

**Voucher** means a payment instrument issued by the Department to an Eligible Recipient to use as part payment for the invoice issued by the Eligible Service Provider.

**Website** means [nt.gov.au/business-growth](https://nt.gov.au/business-growth)

### 3. Program Overview

The Program is open to Eligible Recipients to apply for Grant Funding for the following categories of Eligible Services:

Category	Definition
<b>Strategy</b>	A strategic approach to various elements of the Eligible Recipient's business with a focus on the key success factors and priorities necessary to attain the Recipient's business goals. Outcomes should be clearly defined and a plan of action designed to achieve long-term or overall business success. The objectives and strategies set to achieve these should be specific, measurable, attainable, realistic and time-linked (SMART).
<b>Marketing</b>	A creative and strategic process which enables the Eligible Recipient to promote and position their products or services to consumers in a competitive market. Understanding their product/service, target market, competitive advantage, anticipated sales, market share and unique selling points will guide and develop strategies for the Eligible Recipient.
<b>Operations</b>	Operations refers to the systems and processes in place to achieve operational efficiencies and effectiveness undertaken on a daily basis. This can include inventory management, online booking systems, digital integration, data storage and cyber security.
<b>Financial</b>	To build a greater understanding of the financial position of the Eligible Recipient's business at a point in time and identify opportunities to develop strategies to improve performance and profitability.
<b>People &amp; Culture</b>	To define workforce structure, policies and operating procedures that align with the values of the Eligible Recipient to establish common cause employees. Culture provides continuous alignment to the vision, purpose, and goals of the Eligible Recipient.
<b>Mentoring and Coaching</b>	Support provided to the Eligible Recipient through structured mentoring and coaching to assist the Recipient to achieve its intended objectives.



Please refer to [Appendix A](#) for the list of examples under each category.

## 4. Eligible Recipient

### 4.1. Eligible Recipient - Eligibility

The Program is open to Eligible Recipients to apply for Grant Funding. Eligible Recipients must have a business plan or similar to access the Program.

An Eligible Recipient can apply multiple times every financial year; however, the total amount of Funding sought by all applications must not exceed \$10,000 (excl. GST) per financial year.

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.

Services must not commence until formal approval has been given by the Department in the form of a Voucher. Services commencing prior to formal written approval will be at the expense of the Eligible Recipient and will not under any circumstance be approved under the Program.

### 4.2. Eligible Recipient - Application Process

Eligible Recipients will be able to apply to the Program from 9:00 am on 15 July 2021 by submitting an online application via [GrantsNT](#)<sup>1</sup>. Applications will be assessed by the Department.

As part of the application process, the Eligible Recipient must:

- a) select their primary industry sector; and
- b) identify their business structure (e.g. sole trader, company, partnership, trust, not-for-profit); and
- c) include their business plan, or respond to questions that demonstrate the business has a clear roadmap for the future, or upload a complete Lean Canvas of their business model (you will find more information online via the Website) ; and
- d) if applicable, be able to clearly explain what the issue/ problem is that demonstrates why the business is applying for the Program; and
- e) detail what the Grant Funding will be used for; and
- f) include how the business will measure success (Small Business Champions can provide assistance with this); and
- g) submit at least one proposal or quote from Eligible Service Providers listed on the Providers Directory that include the breakdown of costs, details of the Eligible Services and proposed timeframes (if the Eligible Service Provider is not registered, they can apply to register by visiting [GrantsNT](#)); and
- h) **not** submit a proposal or quotation given by Eligible Providers that are Related to or Relatives of the Eligible Recipient; and
- i) agree to undertake a Program Evaluation Interview upon completion of the Eligible Services, as well as 6 and 12 months after; and
- j) provide any other information or documentation that the Department may require in the application form.

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

The Eligible Recipient must ensure the quotes represent value for money. The Department retains an absolute and unfettered discretion to admit or reject quotes provided by the Eligible Recipient.

Please note that Eligible Recipient must select a Provider that is listed on the Provider's Directory, unless the Recipient can demonstrate to the Department that no business on the directory is capable of delivering the Eligible Service, in which case the nominated Provider must be a Territory Enterprise. If no Territory Enterprise is capable of delivering the services and the Eligible Recipient wishes to nominate a non-compliant provider, it must submit a report from the Industry Capability Network (ICN) as evidence of the unavailability of the required services from a Territory Enterprises. Eligible Recipients can contact the Department for assistance in contacting ICN.

The Department will conduct business checks and other due diligence as part of the assessment process, including consulting with other government agencies or bodies, other organisations and/or relevant individuals, in order to substantiate any claims or statements made in the application to ascertain the viability and relevance of the proposed project, or to otherwise assist in the assessment of the application.

### 4.3. Successful Eligible Recipients

The Department will provide formal approval to start Eligible Services to the Eligible Recipient in the form of an approval email with an attached Voucher or Vouchers. **Note: Eligible Services must not commence until the Voucher has been issued.**

A Voucher is not redeemable by the Eligible Recipient for cash or transferrable to any other person whether or not it is an Eligible Recipient or Eligible Service Provider.

Vouchers will be issued for agreed co-contribution amount (2.0 program definitions). Eligible Recipients will be required to contribute towards the total cost of the Services to be carried out.

As a condition of the issue of Grant Funding, the Eligible Recipient agrees that:

- a) the Northern Territory Government may publish details of Grant Funding issued including without limitation details of the Eligible Services (provided that no personal information or details of the Eligible Recipient will be published without the consent of the Eligible Recipient); and
- b) it will provide to the Department before and after photos of the Eligible Services where practicable.

Upon completion of the Eligible Services, the Recipient is required to:

1. submit the Services Report provided by the Eligible Service Provider;
2. pay the difference between the total invoice and the value of the Voucher from their own funds to the Eligible Service Provider;
3. undertake the Program Evaluation Interview online via their application in GrantsNT;
4. approve the release of the Voucher to the Provider via their application in GrantsNT. Note: Vouchers must be remitted in full. Vouchers will not be part paid.

Vouchers for the full amount of each Voucher must be provided to the relevant Eligible Service Provider on completion of the Eligible Services. That is, a Voucher cannot be paid to the Provider by instalments.

The Eligible Recipient must provide payment receipt, as proof of payment to the Eligible Provider.



By approving the release of the Voucher to the Eligible Service Provider, the Recipient warrants and declares to the Department that the Services have been carried out in line with the agreed quotation and to its satisfaction.

## 5. Eligible Service Providers

To participate in the Program, the service provider must be an Eligible Service Provider. If approved by the Department, Eligible Service Providers will be registered in the Providers Directory.

### 5.1. Eligible Service Providers - Application Process

Eligible Service Providers will be able to apply to the Program from 9:00 am on 1 July 2021 by submitting an online application via GrantsNT.

As part of the application for registration, the Eligible Service Provider must:

- a) select their servicing regions; and
- b) include the category for which they are applying to provide Eligible Services; and
- c) provide a company summary (100 words); and
- d) list key personnel and include their experience; and
- e) provide one example that demonstrates the experience for each selected category; and
- f) list qualifications, certifications, accreditations and licenses relevant to selected categories.

Applications will be assessed by the Department as they are received unless specified differently on the Website. Eligible Service Providers will be provided written notice of inclusion or rejection to the Program.

The Department will conduct business checks and other due diligence as part of the assessment process, including consulting with other government agencies or bodies, other organisations and/or relevant individuals, in order to substantiate any claims or statements made in the application, to ascertain the viability and relevance of the proposed project, or to otherwise assist in the assessment of the application.

Successful Eligible Service Providers will be listed in the Providers Directory for a minimum of 12 months unless there is reason to terminate their registration – refer Clause 5.2 Termination of Registration.

Eligible Service Providers will be required to complete a review and renew their registration annually and must start renewing their registration at least one month prior to the expiration date.

### 5.2. Eligible Service Providers - Termination of Registration

An Eligible Service Provider's registration for the Business Growth Program may cease if:

- a) the Department receives a written request from the Provider; or
- b) the Provider does not renew their registration; or
- c) the Department receives three written complaints in relation to the Provider; or
- d) the Provider does not meet the Terms and Conditions of the Program; or
- e) the Provider contravenes directions agreed to under the Program's Terms and Conditions; or
- f) through behaviour that may cause, or be seen to cause negative public impacts upon the Department or Eligible Recipient at the Departments discretion.

### 5.3. Eligible Service Providers - Responsibilities

Eligible Service Providers must provide a proposal including a fee quotation based on the following information provided to it by the Eligible Recipient:

- a) business plan; and
- b) business case, showing the need for the services and expected results; and
- c) history of the Eligible Recipient's business; and
- d) metrics to measure success that were identified by the Eligible Recipient in the application; and
- g) timeframes for the proposed Eligible Services.

**Eligible Service Providers must:**

- a) provide a quote for the Eligible Services, including a breakdown of costs, expected disbursements and full details of the proposed Eligible Services and timeframes within which they will be delivered; and
- b) not outsource or subcontract more than 50% of the labour component of the quoted services for a fee or in kind remuneration. Full disclosure as to outsourcing or subcontracting to third party providers, elements of work or in entirety, must be declared to the Eligible Recipient and be contained within the proposal prior to acceptance of a proposal; and
- c) liaise with the Eligible Recipient to agree on milestones, expectations, etc.; and
- d) act in a professional manner; and
- e) respond in a timely manner to all requests of the Eligible Recipient; and
- f) in any event, deliver the Eligible Services within six calendar months of the date of issue of the Eligible Recipient's Voucher; and
- g) liaise promptly in writing with the Eligible Recipient and the Department if unable to deliver agreed Eligible Services within the timeframe in subclause (f) above; and
- h) produce a high quality Services Report that takes into consideration the agreed metrics to measure success.

**Eligible Service Providers must not:**

- a) write or lodge an application for Grants Funding on behalf of an Eligible Recipient;
- b) offer or be seen to offer services to an Eligible Recipient that does not meet the eligibility criteria under the Program;
- c) make any assumptions about the needs or requirements of the Eligible Recipient;
- d) advertise or promote the Business Growth Program in any form whatsoever to increase client numbers or business referrals to their own business;
- e) provide services or advice under the Business Growth Program to a Relative or Related party of the service provider or an Eligible Recipient;
- f) provide Excluded Services under the Business Growth Program;
- g) outsource or subcontract more than 50% of the work to a third party for a fee or in kind remuneration; or
- h) hold out, declare or insinuate in any way that they are a preferred service provider of the Northern Territory Government whether under this Program or otherwise.

## 6. Time Limits on Eligible Services

Eligible Services must not commence until the Eligible Recipient has received formal approval from the Department in the form of an approved Voucher or Vouchers.

After the Department has issued formal approval, all Eligible Services must be **completed within six calendar months of the date of issue of the Voucher**.

## 7. Quotation, Invoicing and Voucher Redemption

### 7.1. Quotation

Eligible Recipients must lodge at least one quotation from an Eligible Service Provider as part of their application for Grant Funding.

Providers should note that Eligible Recipients cannot obtain Grant Funding in respect of quotes for Eligible Services from Providers which are Related to (or a Relative of) the Eligible Recipient.

The following elements must appear on the quotation:

- Provider's Business name
- Provider's Australian Business Number
- Provider's business contact person and contact details
- Quotation number
- Quotation date
- Quotation expiry date
- Address of proposed Services
- Name of Recipient (Recipient)
- Description of Eligible Services
- Total price (clearly showing any GST component/s separately)
- An estimate of the start and completion dates of the Eligible Services
- Name, contact details and email address of each sub-contractor to be used and the corresponding value of work undertaken by each sub-contractor (if applicable)
- Payment terms and conditions
- States that a valid Northern Territory Government-issued Voucher will be accepted as part payment upon completion of the agreed Eligible Services

### 7.2. Invoicing

Upon completion of the Eligible Services, the Eligible Service Provider must provide the Eligible Recipient with a valid tax invoice containing the following information:

- Provider's Business name
- Provider's Australian Business Number

- Provider's business contact person and contact details
- Invoice number
- Invoice date
- Address of Services
- Person(s) invoiced (Recipient) and address/contact details
- Description of Services undertaken
- Total price (clearly showing any GST component/s separately)
- Payment terms and conditions
- Clearly state that a valid Northern Territory Government-issued Voucher is accepted as part-payment
- Breakdown of the amount covered by the Voucher and the amount not covered by the Voucher, including showing GST amounts separately as well as the GST for the total invoice

**Note: The invoice must not exceed the approved quotation.**

### 7.3. Voucher Redemption

Once the Eligible Services have been completed and the Recipient has paid the Eligible Service Provider the difference between the total invoice and the value of the Voucher from their own funds, the Provider must submit the Voucher, along with any documentation requested by the Department, for payment via its registration on GrantsNT.

## 8. Outsourcing and Sub-contracting

No more than 50 % of the labour component of the quoted services can be outsourced or subcontracted by the Eligible Service Provider for a fee of in kind remuneration. Full disclosure as to outsourcing or subcontracting to third party providers, elements of work or in entirety, must be declared to the Eligible Recipient and be contained within the quote for Eligible Services prior to acceptance of a proposal.

## 9. Financial Rebates, Discounts, Financial Benefits and Incentives

Should any proposed Eligible Services include services and/or goods/materials that already entitle the Eligible Recipient to a rebate, discount or other financial benefit whether from the Northern Territory Government or not ('benefit'), the Grant Funding amount or amounts will be reduced by the amount of such benefit to avoid double-dipping.

An Eligible Service Provider must not offer to a Recipient, and a Recipient must not ask for or accept from the Provider (or anyone acting on behalf of the Provider), any offer of a benefit (whether monetary or otherwise) to the Recipient or any third party, as inducement to the Recipient to accept a quotation, other than the completion of the Eligible Services set out and described in the quotation.

## 10. GST

Grant Funding is issued exclusive of GST and if the Provider is registered for GST, then GST will be paid by the Department in addition to the total value of the Voucher at the time of redemption. The Recipient therefore only pays GST on the difference between the invoice total (including the value of its co-contribution) and the Grant Funding value after GST is added.

## 11. Cancellation of Grant Funding

If the Eligible Recipient is no longer able to complete the Eligible Services as originally approved, the grant will be cancelled.

Should the Recipient request to cancel the grant, the Recipient must [contact the Department](#)<sup>2</sup> as soon as possible.

## 12. All Services at Risk of Recipient

By registering an Eligible Service Provider for participation in the Program, the Department gives no warranties, express or implied, as to the suitability or calibre of the Provider to conduct the Eligible Services quoted. A Recipient must carry out any due diligence on a Provider it deems appropriate before engaging that Provider to provide Eligible Services.

The Department will not carry out any specific enquiries in relation to a Provider other than those it deems necessary in its absolute discretion. The Recipient must make all enquiries it thinks necessary to ensure that the quoting Eligible Service Provider is suitably qualified and experienced to undertake the Services. The Department takes no responsibility whatsoever for any works or conduct by the Provider which may not meet the Recipient'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 Recipient in the event that the quoting Provider 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 Grant, the Recipient 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/it/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). The Recipient further confirms that all required permits, certificates and licences required to carry out the Eligible Services have been obtained, including through the engagement of a building certifier and other relevant professionals.

## 13. 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
- decide in its discretion whether a Provider, a Recipient or Eligible Services do or do not meet the intent of the eligibility criteria for participation (notwithstanding that it may meet the requirements of the relevant definition)
- remove a Provider from further participation in the Program where the Department has reasonably determined that the Provider is no longer an Eligible Service Provider, 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 allocated funding be depleted or the Northern Territory Government policy changes in which case no further Grant Funding will be issued.

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<sup>2</sup> <https://nt.gov.au/business-growth>

## 14. 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 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. Such enquiries may include (but are not necessarily limited to) company, association and business name searches on a business, title and other searches for the Premises, searches of the courts and / or the trustee in bankruptcy and enquiries of private businesses or institutions as the Department sees fit; and
- (b) that it is a condition of participation in the Program that providers and Recipients comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that participants ensure they are aware of 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; and
- (c) Participants must exercise utmost integrity and honesty in all their dealings with the Department. Misleading and/or deceptive conduct in relation to any aspect of a participant's activity under the Program may result in cancellation of the right to participate (including an obligation to repay any monies not already committed).

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 conveyancers / solicitors.

Participants must present, upon request by the Department within 10 working days of the request, any documentation required by the Department that is related to its eligibility to participate in the Program and expenditure of any grant made.

The Department reserves the right to conduct an Audit at any time before or after the completion of the Eligible Services or the attempted redemption of a Voucher, or within 12 months after the Program's End Date.

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

Eligible Recipients must provide a statutory declaration in the form and as to the matters as required by the Department from time to time and published on the Website. Persons who cannot make the declaration truthfully of their own personal knowledge, will not have their business admitted to participate in the Program.

## 15. 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>3</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 assessing participant 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.

## 16. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, all participants 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 to the extent contributed to by participation in the Program, the conduct or provision of any services or otherwise.

## 17. Disputes and Complaints

The Department is not responsible for resolving any disputes between Recipients and Providers. Recipients and Providers must conduct their own due diligence with regards to their contract to carry out Eligible Services.

Consumer Affairs can be contacted on 1800 019 319 or go to <https://consumeraffairs.nt.gov.au/> to find information on [dispute resolution](#)<sup>4</sup>

The Department gives no warranty that these Recipients will be able to resolve disputes. If a dispute cannot be resolved in these forums the parties to the dispute will need to take independent legal advice.

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

<sup>4</sup> <https://consumeraffairs.nt.gov.au/for-consumers/complaints-and-disputes>

For disputes and complaints relating to applications for registration, applications for Grant Funding and/or Voucher redemption, the Eligible Service Provider or the Eligible Recipient can [contact the Department](#)<sup>5</sup>.

## 18. Mandatory Vaccination Requirements

It is a further condition of this agreement that the Mandatory Vaccination Requirements (COVID 19) – Version 1 at <https://nt.gov.au/industry/procurement/understanding-the-rules/conditions-contract/covid-19-mandatory-requirements> which condition is incorporated by reference with the same force and effect as though fully set out in this document.

## 19. Program End

This Program is ongoing and will end at such time as is determined by the Northern Territory Government.

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<sup>5</sup> <https://businessrecovery.nt.gov.au/contacts>



## Appendix A - Categories and Examples

### Business Growth Strategy

**Purpose:** A strategic approach to various elements of the Eligible Recipient's business with a focus on the key success factors and priorities necessary to attain the Recipient's business goals. Outcomes should be clearly defined and a plan of action designed to achieve long-term or overall business success. The objectives and strategies set to achieve these should be specific, measurable, attainable, realistic and time-linked (SMART).

Business Growth Strategy can cover the following (examples):

- Business Planning
- Overview
- Governance for not-for-profits
- Change management
- Diversification
- Import & Export Ready
- New technologies - digital transformation

### Business Growth Marketing

**Purpose:** A creative and strategic process which enables the Eligible Recipient to promote and position their products or services to consumers in a competitive market. Understanding their product/service, target market, competitive advantage, anticipated sales, market share and unique selling points will guide and develop strategies for the Eligible Recipient.

To apply for this category an Applicant must have a business plan or similar. If there is no element of marketing in the overall business plan a business should have a detailed marketing plan.

Business Growth Marketing can cover the following (examples):

- Marketing and Sales plan
- Digital
- Communications and media
- New technologies - Automation customer communications, AI infused customer relationship manager

### Business Growth Operations

**Purpose:** Operations refers to the systems and processes in place to achieve operational efficiencies and effectiveness undertaken on a daily basis. This can include inventory management, online booking systems, digital integration, data storage and cyber security.

Business Growth Operations can cover the following (examples):

- Supply chain

- Process and systems
- Compliance for not-for-profits
- New Technologies - Digital integration, demand- sensing and predictive analytics

## Business Growth Financial

**Purpose:** To build a greater understanding of the financial position of the Eligible Recipient's business at a point in time and identify opportunities to develop strategies to improve performance and profitability

Business Growth Financial can cover the following (examples):

- Financial Planning
- New Technologies – Digital invoicing

## Business Growth People and Culture

**Purpose:** To define workforce structure, policies and operating procedures that align with the values of the Eligible Recipient to establish common cause employees. Culture provides continuous alignment to the vision, purpose, and goals of the Eligible Recipient.

Business Growth People and Culture can cover the following (examples):

- Workforce
- Performance Management
- New Technologies - Digitising recruitment, online rosters

## Business Growth Mentoring and Coaching

**Purpose:** Support provided to the Eligible Recipient through structured mentoring and coaching to assist the Recipient to achieve its intended objectives.

Applications will be assessed on a case by case basis once Eligible Recipients have completed one the following programs:

- Strategy
- Marketing
- Operations
- Financial
- People and Culture