

Terms and Conditions for Approved Vendors

NORTHERN TERRITORY CONCESSION SCHEME

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Acronyms	Full form
NT	Northern Territory
NTCS	Northern Territory Concession Scheme
NTCRU	Norther Territory Concession and Recognition Unit

Contents

1. Introduction.....	4
2. General	4
2.1 Scheme Objective.....	4
2.2 Definitions.....	4
2.3 Scheme participation	6
2.4 Approval of providers under the Scheme	6
2.4.1 Initial approval.....	6
2.4.2 Obligations of Approved Vendors.....	6
2.4.3 Revocation of approval of Approved Vendor	6
2.4.4 Authorised Agent	7
2.5 Access to Eligible Goods and Services through Scheme.....	7
2.6 Reporting.....	7
2.7 Supply of all goods and services at risk of Eligible Business and Applicant	8
2.8 Scheme changes and ending.....	8
3. Due diligence, Audit and Privacy.....	8
4. Release and indemnity	9
5. Schedules A Spectacles.....	10

Important

Providers please take note – the Northern Territory Government through People, Sport and Culture is committed to ensuring that the overall objective, intent and expectations of the Scheme is met, and for that reason these Terms and Conditions of the Scheme is subject to change without notice. It is your responsibility to check the website frequently for notifications about changes that may have been made to the Terms and Conditions or any other aspect of Scheme documentation. Approved Vendors will be notified of significant changes to the Terms and Conditions. If you do not agree with any changes, then you may opt out of the Schemes by providing notice in writing to that effect to People, Sport and Culture.

1. Introduction

The new Northern Territory Concession Scheme is an initiative of the Northern Territory Government.

These Terms and Conditions apply to the Approved Vendors providing Scheme members with:

- a. Optical goods and services under the Northern Territory Concession Scheme;

where they supply goods or services to a member of the Scheme who wishes to pay for, or partially pay for, those goods or services using an Entitlement under the Scheme.

All providers currently operating or providing services in the Northern Territory are invited to apply to become an Approved Vendor to supply goods and services to Eligible Members under the Scheme.

People, Sport and Culture reserves the right to include additional suppliers who conform to the requirements of the Terms and Conditions of the Scheme at any time during the currency of the Scheme, in order to ensure consistent optimum access to goods and services for Eligible Members in the Northern Territory.

Nothing in these Terms and Conditions confers upon any Approved Vendor an exclusive right of supply to Eligible Members in any particular location. For headings, you must use the correct heading styles.

2. General

2.1 Scheme Objective

The objective of the NT Concession Scheme is to assist eligible members with cost of living expenses through the provision of concessions.

2.2 Definitions

Approved Vendor or Vendor means an Eligible Business that has been approved in writing by the Department to provide Eligible Goods and Services to Eligible Members under the Scheme.

Audit means the right to check the original documents (including electronic records) and undertake onsite inspections of a property where the records of an Approved Vendor are stored or kept to ensure the veracity of those records as they relate to the provision of goods or services to Eligible Members with the objective of ensuring the ongoing integrity of the Scheme.

Authorised Agent means a Territory Enterprise that is a duly authorised agent of an Approved Vendor to sell goods or services the subject of the NT Concession Scheme on behalf of the Approved Vendor in remote localities of the Northern Territory.

Code of Practice means the Approved Vendor Code of Practice for the Scheme which forms part of these Terms and Conditions and can be accessed at www.ntconcessions.com.au.

Concession means a concession available to an eligible member of the NT Concession Scheme who has an Entitlement to receive that concession.

Department means the Department of People, Sport and Culture which administer the vendor application, assessment and approval process for NT eligible businesses providing travel and spectacle goods and services to members of the Scheme.

Eligible Business means a **Territory Enterprise** that:

- is an approved optical service provider holding current registration with the Optometry Board of Australia; or
- holds other appropriate accreditation approved by the Department; and
- is a legal entity (a natural person or an incorporated entity), with or without a registered business name;
- holds a valid Australian Business Number;
- was providing its services wholly or substantially in the Northern Territory for at least six months prior to registering to participate in the Scheme; and
- has and will maintain during the course of the Scheme all relevant business, occupation and related permits, licences and insurance coverage required to undertake work in connection with the Scheme, including valid public and products liability insurance policy with minimum \$20 million cover;

Eligible Member/s are persons who show to an Approved Vendor proof of Entitlement to participate in either the NT Concession Scheme or the NT Seniors Recognition Scheme, whichever is relevant to the circumstances;

Eligible Goods and Services means those goods and services described in clause 2.5 and detailed in the Schedules to these Terms and Conditions;

Entitlement means eligibility to receive a Concession under the NT Concession Scheme and/or payment under the NT Senior Recognition Scheme.

Schemes means the NT Concession Scheme and NT Seniors Recognition Scheme

Spectacle Concession means a concession available to an eligible member of the NT Concession Scheme who has an Entitlement to receive that spectacle concession, every two years.

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

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.

Significant permanent presence - the enterprise maintains an office, or other permanent base within the NT.

Employing NT residents - the enterprise employs Territorians. An enterprise which relies exclusively on transient, interstate/international labour or a fly-in, fly-out (FIFO) workforce will not satisfy this element.

People, Sport and Culture is the Northern Territory Government Agency responsible for the administration of the NT Concession Scheme.

Website means www.ntconcessions.gov.au

2.3 Scheme participation

Subject to the requirements and limitations specified in Clause 2.4 and otherwise in these Terms and Conditions, the Scheme are open to Eligible Businesses to participate in.

Applications for approval must be made to the Department and comply with all processes and procedures contained in these Terms and Conditions that People, Sport and Culture may otherwise set from time to time.

2.4 Approval of providers under the Scheme

2.4.1 Initial approval

The Initial approval of applicants for participation as an Approved Vendor in the Scheme is at the absolute discretion of the Department. Applications must be made on the prescribed form which can be found at the Website and must be signed by a person duly authorised by the business owner to do so.

By signing the application, the applicant:

- a. warrants that they are duly authorised to conduct the business on behalf of the business owner and that if the business is a Company the company warrants that it has authorised the application; and
- b. Authorises the Northern Territory Government publishing its legal name, trading name and address on a list of Approved Vendors at the Website;

The Directors of a company, or the person signing the application (if a sole operator or a partnership) warrant that in addition to the business entity, they will be personally responsible for any damage caused to an Eligible Member or to the Department or to People, Sport and Culture because of a breach of these Terms and Conditions, a breach of the Code of Practice or a breach of any other rule, process or procedure put in place by the Department from time to time after the commencement of the Scheme until the Scheme is brought to an end by the Northern Territory Government.

2.4.2 Obligations of Approved Vendors

Ongoing participation in the Scheme is subject to and conditional upon an Approved Vendor complying at all times with these Terms and Conditions and the Code of Practice for the Scheme, a copy of which can be accessed at the Website.

An Approved Vendor must notify the Department and People, Sport and Culture promptly if it intends changing its business name or relocating its business premises and must confirm such change or relocation in writing within five (5) business days of the change occurring.

2.4.3 Revocation of approval of Approved Vendor

Approval to participate in the Scheme may be revoked by People, Sport and Culture by notice in writing to an Approved Vendor and if approval is revoked then the provider must not continue to administer concessions or payments available to a member of the Scheme at any time thereafter.

Ongoing maintenance of approval as a vendor is at the discretion of the People, Sport and Culture in all things (acting reasonably), but approval will not be revoked unless:

- a. People, Sport and Culture has received a complaint from an Eligible Member or otherwise receives information that raises a suspicion (on reasonable grounds) that the Approved Vendor has or is likely to act in a manner that is or may reasonably be, unconscionable, unlawful, or otherwise unbecoming of participation in a government funded scheme; and
- b. People, Sport and Culture has made all prudent enquiries in the circumstances to verify that the complaint is prima facie justified; and
- c. put written details of its concerns to the Approved Vendor and given it a reasonable opportunity to answer the allegations.

If an Approved Vendor's participation is revoked, it will be notified in writing and removed from the People, Sport and Culture register of Approved Vendors and it must re-apply for approval if it wishes to participate in the Scheme in the future, appending to any such new application evidence and/or submissions showing why the reasoning for People, Sport and Culture revoking its participation is/are no longer relevant.

2.4.4 Authorised Agent

An Approved Vendor may appoint an Authorised Agent but only for the purpose of facilitating the supply of goods and services under the NT Concession Scheme to customers living in remote localities.

The name and principal place of business of an Approved Agent must be notified to the People, Sport and Culture in writing before the Approved Agent makes any supply on behalf of the Approved Vendor.

Approved Vendors are liable for all acts and omissions of their Authorised Agent/s and must ensure that their Authorised Agents comply with these Terms and Conditions as if they were an Approved Vendor.

If an Authorised Agent is an Eligible Business in its own right, it may, (but is not obliged to) apply to be an Approved Vendor in its own right.

2.5 Access to Eligible Goods and Services through Scheme

For the NT Concession Scheme, Eligible Goods and Services and the procedures for access to the scheme by Approved Vendors and Eligible Members are set out and described in Schedule "A" and its annexures (if any).

2.6 Reporting and Record Keeping

Approved Vendors must provide People, Sport and Culture with reports on Eligible Goods and Services provided to Eligible Members as reasonably required. Details of any claimed or other concessions accessed which have been subsequently cancelled or changed by an Eligible Member, must be reported to the People, Sport and Culture in writing within fourteen (14) days of such cancellation.

Approved Vendors are required to keep copies of records for a period of seven (7) years and make these records available to the Department and People, Sport and Culture for inspection and audit if requested.

2.7 Supply of all goods and services at risk of Eligible Business and Applicant

The registration of an Approved Vendor under the Schemes gives no warranties, express or implied, by the Northern Territory Government as to the suitability or calibre of the Approved Vendor to supply the particular goods and services sought by the Eligible Member.

2.9 Scheme changes and ending

People, Sport and Culture reserves the right to:

- vary these terms and conditions and any documented process, procedure or rule relating to the Scheme or introduce new terms and conditions, processes, procedures or rules at any time without notice to any individual Approved Vendor. Note that if the People, Sport and Culture does so vary, notifications will be posted on the Website. It is up to every Approved Vendor to check the website for changes periodically
- accept or reject any application for participation in the Scheme or revoke the approval of any previously Approved Vendor
- without limiting People, Sport and Culture rights in clause 2.4.1, remove a previously Approved Vendor from further participation in the Scheme where People, Sport and Culture has reasonably determined that the vendor is not or is no longer an Eligible Business, is in breach of these terms and conditions, is bringing, or is likely to bring the Scheme into disrepute, has engaged or is engaging in improper conduct (as that term is defined in *Independent Commissioner against Corruption Act 2017*), or is otherwise not complying with the objective, intent or expectation of the Scheme, or
- cease the Scheme at any time should Northern Territory Government policy change.

3. Due diligence, Audit and Privacy

All applicants who become Approved Vendors acknowledge that the Department and People, Sport and Culture will conduct whatever due diligence enquiries it sees fit at any time in order to ensure the ongoing integrity of the Scheme and to ensure 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 and business name searches onsite inspections of places where relevant business records may be kept, searches of the courts and/or the trustee in bankruptcy and any other public registers, and the like.

All Approved Vendors participating in the Scheme acknowledge and accept that the Department will seek from and share information with other Northern Territory and Commonwealth Government Agencies (including without limitation the NT Police and the Australian Competition and Consumer Commission), as well as such other external third parties as it may deem necessary to do in order to assess and ensure ongoing eligibility to participate.

The Department and/or People, Sport and Culture reserves the right to conduct an Audit of any Approved Vendor at any time during the currency of the Scheme or within 12 months after the Scheme ends.

An Approved Vendor must, upon being given at least 5 business days' notice of the Department's intention to conduct an Audit, ensure that People, Sport and Culture has reasonable access to its books and records

during business hours and make available copies of any document People, Sport and Culture may require during the course thereof.

Approved Vendors declare that they agree to the Department and/or People, Sport and Culture having access to any private register of information in relation to their business or its principals, and to the Department using, storing and releasing for lawful purposes, their information, including personal information.

The Department is bound by the *Information Act* (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.

By providing information to the Department under the Scheme, Approved Vendors agree to the **Privacy Statement**.

4. Release and indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Schemes, Approved Vendors declare and warrant to the People, Sport and Culture and the Department that they have read, understood and fully accept these Terms and Conditions and fully release and indemnify the Northern Territory Government against any loss or damage (including without limitation all consequential losses including economic and reputational loss) it may suffer as a result of or arising out of its participation in the Schemes including because of any act, omission of the Northern Territory Government done or omitted to be done in the pursuance of its rights of due diligence, Audit or other investigation it carries out under these Terms and Conditions.

SCHEDULE 'A'

Northern Territory Concession Scheme

Concession Entitlement

Eligible members are eligible every two years for the provision of lenses and frames, being either:

- (a) one pair of bifocal/trifocal/progressive spectacles; or
- (b) one pair of reading spectacles and/or one pair of distance spectacles.

Concessions will be provided on the following and **to the value** specified on the Pricing List:

- (a) full cost of lenses and frames;
- (b) a contribution towards one pair of photochromatic lenses in each two-year period
- (c) contact lenses (only if prescribed for medical purposes and with prior approval)
- (d) non-standard and specialised frames and lenses equivalent to the cost of lenses if prescribed for medical purposes.

Table A (below) details the Product Description and Specifications and **Table B** details the Product Pricing List.

Co-Payment by the member

Where a style of frame is selected or lenses dispensed at a cost that exceeds that itemised in the Item Price list, the difference shall be paid by the member as a co-payment.

Eligibility Period

The two year period commences from the time the spectacles are collected by the member (date that the member signs the collection of goods declaration)

Description of Eligible Member

Eligibility for concessions for spectacles in the Northern Territory include members of the Northern Territory Concession Scheme (NTCS) who:

- (a) have approved eligibility status at the time of the request for the concession; and
- (b) who are claiming for a dependant child (declared as a dependant and residing with them) who is under 16 years of age.
- (c) All Veterans Affairs pensioners i.e. Service Pensioners, War Widows, TPI, are entitled to claim spectacles for themselves (but not their dependants) under specific Treatment Entitlement benefits provided by the Commonwealth Government.

(d) Eligibility to Commonwealth assistance does not restrict a veteran's eligibility for spectacles under the NTCS. Once a claim from the NTCS has been utilised, assistance under the Commonwealth's provisions is still able to be obtained if necessary.

Veterans should directly contact the Department of Veterans Affairs for further advice.

Spectacles are not available to:

- (a) Spouses (must be eligible in their own right).
- (b) Dependants of all Veterans Affairs Pensioners under specific treatment entitlements
- (c) If a member is not due for the concession, that is the member has a received spectacle concessions within two years since the last issue of spectacles. (noting Section 3 exceptions)

Confirming Member identity and eligibility

Eligible Members of the NTCS are issued a membership card by the Northern Territory Government. Before processing a concession on behalf of a member for Eligible Goods and Services Approved Vendors must:

- (a) Verify the identification of the Eligible Member by matching one form of identification showing the Eligible Member's full name (for example, Medicare, NT Driver's Licence), with the name on the card; and
- (b) Confirm that the member is eligible to receive the spectacle concession. The NT Concession and Recognition Unit will provide the Approved Vendor with information to confirming eligibility.

Orders must only be accepted and filled once the identity and eligibility of the Member is confirmed.

NTCS members may go to any Approved Vendor in the Northern Territory to obtain spectacles under the NTCS.

NT Concession Scheme – Exclusions

The following items are excluded from the scheme:

- (a) Consultation and assessment fees – (billed to Medicare)
- (b) Sunglasses, both prescription and recreational
- (c) Low vision aids

People, Sport and Culture – limits of responsibility

People, Sport and Culture is **not** responsible for the payment of:

- (a) any unclaimed spectacles;
- (b) any claims over three months old;
- (c) goods where a NTCS members are not happy with the spectacles provided;
- (d) spectacles dispensed by a Provider without prior authorisation and approval;

(e) spectacles dispensed by a Provider who is not an Approved Vendor under the NT Concession Scheme at the time of dispense.

Table A – Product Description and Specifications

Product	Specification
Dispensing	<p>Dispensing of spectacles shall be in accordance with the written prescription as written by the optometrist/ophthalmologist provided for the member and confirm to the individual requirements of the member in relation to:</p> <ul style="list-style-type: none"> • interpupillary distance • height and projection of the bridges and side lengths <p>Spectacles are to be individually fitted to the wearer and in accordance with the prescription.</p> <p>Provision of a one case (option of hard or soft) and a cleaning cloth is to be provided for every new pair of spectacles dispensed</p>
Lenses	<p>All prescription lenses administered through the NT Concession Scheme are to be supplied in scratch resistant plastic material with 100 percent UV coating.</p> <p>Lenses are to be free from imperfections and dispenses in strict accordance with the prescription.</p> <p>Single vision stock are defined as the normal range of stock lenses carried in Australia optical wholesales + or – 6 dioptres spherical power and or combined with cylindrical power up to – 2 dioptres.</p> <p>Glass lenses may only be provided in exceptional circumstances to meet the specific needs of the member and if provided must be charged at the same rate as the relevant plastic lenses listed in the pricing schedule.</p> <p>Authorisation must be provided by People, Sport and Culture before glass lenses are dispensed.</p> <p>Members requesting new lenses be fitted to existing frames will be responsible for the cost of the lens fitting.</p>
Hi-Index Lenses	<p>If upon examination by the Approved Vendor, the specific lens prescription required by a member is in excess of + or – 4 dioptres, then a member is entitled to be issued with Hi-Index lenses.</p> <p>If the required prescription is less than the parameters of + or minus 4 dioptres but will result in excessively thick, cumbersome and heavy spectacles, then the Approved Vendor is required to refer the case the NT Concession and Recognition Unit detailing the circumstances of the case and possible approval for the issue of Hi-Index lenses.</p>

	<p>The request shall be considered as a non-specified product (as set out in the Special Conditions below).</p> <p>The decision to assist with applications for non-standard or specialised frames or lenses for clinical, medical or physical reasons will remain at the discretion of People, Sport and Culture.</p> <p>Prior authorisation is needed from the NT Concession scheme prior to dispensing non-standard lenses.</p>
Lens Treatments	<p>Members may elect to have their lenses treated with coloured tinting or for photochromatic lenses.</p> <p>Where a lens treatment is selected and the cost exceeds that of the Pricing Schedule, the member shall be responsible for the co-payment.</p>
Replacement Lenses Section 3 - Exception	<p>A member will be entitled to receive replacement lenses before the expiry of two years (eligibility period) should the following situations occur:</p> <ul style="list-style-type: none"> • significant change in optical function • a medical or post-operative condition <p>The significant change in optical function or medical post-operative condition (e.g. Cataracts) must be specified by the prescribing optometrist, ophthalmologist or medical practitioner.</p> <p>Certification must be provided by letter and must contain sufficient detail about the medical condition or significant correction required.</p> <p>Approval is required from People, Sport and Culture before the replacement lenses are dispensed to the member.</p>
Frames	<p>Minimum selection of frames to be made available to members</p> <ul style="list-style-type: none"> • 15 plastic models • 15 metal models • All frames are to be of reasonable fashion and design at the time • All frames are to be free of imperfections • Plastic frames are to be made from less flammable 'acetate' materials • Frames are to be suitable for climatic conditions of the NT and of sufficient quality to withstand normal usage.

<p><u>Special Conditions</u></p> <p>Non-Specified Products</p>	<p>Where there is a certified medical/physical requirement for non-standard or specialised frames or lenses (which are not available under the range covered under the Terms and Conditions, additional assistance may be provided towards the cost.</p> <p>An Approved Vendor may refer such cases in writing to People, Sport and Culture for consideration and authorisation, clearly stating the medical/clinical reason or physical reason, justification, recommendation and cost.</p> <p>The decision to assist with applications for non-standard or specialised frames or lenses for clinical, medical or physical reasons will remain at the discretion of the People, Sport and Culture.</p> <p>In certain cases specific information relating to the medical reason will be requested to support the application.</p>
<p>Contact Lenses</p>	<p>Prior authorisation is needed from the NT Concession scheme prior to dispensing non-standard lenses.</p> <p>Contact lenses are only provided for medical, physical and clinically necessary and the only way in which correction can be made to the member's vision.</p> <p>A certificate from an optometrist or ophthalmologist must support every member application for contact lenses and clearly state the reason for the recommendation.</p>
<p>Adjustments</p>	<p>Simple adjustments to frames issued to members shall be provided to the member without prior authorisation and at no cost to the member, this is considered to be a standard service and support and includes:</p> <ul style="list-style-type: none"> • Adjustments to frames • Replacement and fit of screws and/or hinges.
<p>Repairs</p>	<p>Not all repairs are covered by the NT Concession Scheme.</p> <p>Any repairs not covered by the manufacturer's warranty or listed in the Pricing List are too paid fully by the member.</p> <p>Repairs under the manufacturer's warranty must be progressed before a claim is made under the NT Concession Scheme.</p>
<p>Exclusions</p>	<p>The following are excluded from the NT Concession Scheme:</p> <ul style="list-style-type: none"> • Consultation and assessment fees (billed to Medicare) • Sunglasses (recreational) • Low vision aids.

Warranty	The goods supplied to the member are to be free from defects, conform with to any legally applicable standards and come standard with a manufacturer’s warranty.
Delivery	<p>Postage is to be charged at the actual postage cost and up to a maximum rate as detailed in the pricing schedule.</p> <p>Delivery of spectacles shall be made in person wherever possible to the member or nominated agent.</p> <p>Postage can only be claimed where the member resides outside the regional area where the spectacles are dispensed.</p> <p>Where a member is issued with two pairs of spectacles they shall be posted as one parcel.</p> <p>Postage will only be accepted as one charge per member.</p>

Processing and Authorisation Form

Eligibility for the concession will be verified from the member NTCS records and an authorised "Authorisation for Supply of Spectacles" order form provided to the member.

This is an application and order form for a concession for new spectacles and replacement lenses.

This form also covers all applicants for additional assistance and fitting of replacement lenses.

Orders should only be accepted and fulfilled on the production of an official Authorisation for Supply of Spectacles Form authorised by People, Sport and Culture.

Process at the Collection of Spectacles

The Approved Vendor must ensure that all members (or their agents/person collecting on their behalf) sign, date the form in the nominated declaration of collection of goods section, and sight authorising identification at the time of collection.

The Approved Vendor shall notify People, Sport and Culture if a member has not collected their spectacles within 8 weeks of the goods arriving.

Product Disputes – Resolution

The Approved Vendor should aim to resolve any issues regarding the supply of goods and services in the first instance.

Invoicing Process

The Approved Vendor must issue an original or a copy of a compliant tax invoice(s) once goods have been dispensed to eligible members or nominated agent.

All Tax Invoices must itemise the cost per item as per the Pricing List (Table B) and be in the name of:

People, Sport and Culture

NT Concession and Recognition Unit

Invoices must be submitted with the completed "Authorisation for Supply of Spectacles" Form attached for each member on a regular basis.

The Approved Vendor is encouraged, to lodge their tax invoice online at accountspayable@nt.gov.au

In order to facilitate the timely payment of invoices within the 30 day payment policy, invoices must be complete and appropriately addressed.

Point of Contact

Contact:

Manager NT Concession and Recognition Unit

Phone: 1800 777 704

Email: ntconcessionandrecognition@nt.gov.au

People, Sport and Culture

NT Concession and Recognition Unit

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