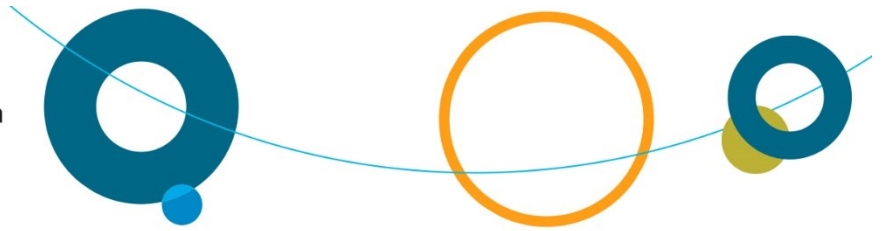




**Small Business
Development Corporation**



Severe Tropical Cyclone Narelle Small and Medium Business Recovery Support Program

**Program Guidelines, Frequently Asked Questions
and Terms and Conditions**

10 June 2026

Program Guidelines

About the grants

The purpose of the Small and Medium Business Recovery Support Program (the Program) is to assist businesses impacted by Severe Tropical Cyclone (STC) Narelle and associated flooding to withstand and recover from the resulting business disruptions.

The Program provides grants up to a maximum of \$20,000 to eligible small and medium businesses located or operating in one or more of the four (4) local government areas impacted by Severe Tropical Cyclone Narelle and associated flooding, to assist with costs of eligible activities. There are two (2) categories of grant assistance available:

- **Business support grants for economic loss (Shire of Exmouth only)**

Individual grants of \$10,000 or \$20,000 (depending on the number of employees) to assist with economic loss. These grants are only available to eligible businesses in the local government area of Exmouth that have been directly impacted by a loss of trade between 27 March and 10 April 2026, arising from the reduction in tourist visitation due to airport, road and accommodation closures.

- **Business support grants for clean-up, repairs and reinstatement**

Individual grants of up to \$20,000 to assist with clean-up, repairs and reinstatement of business activities for businesses with significant damage and out of pocket repair expenses (including insurance excess), available to eligible businesses in the local government areas of Ashburton, Carnarvon, Exmouth, and Upper Gascoyne.

Eligible businesses can only apply for **one (1)** type of grant, and, if required, multiple applications can be made up to the maximum grant amount available.

Applications for the Small and Medium Business Recovery Support Program close at **5:00pm (AWST), Monday, 14 December 2026.**

By submitting an application, and accepting any grant, an Applicant is deemed to have agreed to comply with the program terms and conditions.

The Small Business Development Corporation (SBDC) is delivering this program on behalf of the Department of Fire and Emergency Services (DFES).

Eligible applicants

To be eligible to apply for a business support grant, applicants must own an eligible small or medium business that:

- employs fewer than 200 equivalent full-time employees at the time of the event;
- if a sole trader, has derived more than 50 per cent of income from the business before the event;
- holds an active Australian Business Number (ABN);
- is locally registered or operated;
- is registered for GST before the event;
- was conducting business in an eligible local government area prior to and at the time of the event:
 - for business support grants for economic loss – businesses in the local government area of Exmouth directly supporting the tourism industry*, including small retail, hospitality and accommodation support such as:
 - bakery product manufacturing;
 - beverage manufacturing;
 - cafes, restaurants and takeaway food services;
 - clubs;
 - grocery, liquor and tobacco product wholesaling;
 - pubs, taverns and bars;
 - recreational goods retailing;
 - laundry and housekeeping services to accommodation premises; and
 - supermarket and grocery stores.
 - for business support grants for clean-up, repairs and reinstatement – businesses must be located within the local government areas of Ashburton, Carnarvon, Exmouth and Upper Gascoyne.
- intends to continue or resume operations in the area;
- demonstrates a reduction in economic turnover and/or direct damage attributable to the event and the essential cost of repair or replacement are the applicant's responsibility; and is not:
 - part of a national chain (except for franchises);
 - superannuation fund;
 - personal investment vehicle; or,
 - farm enterprise or primary producer¹ (except for retail outlets).

**Note - Businesses that cannot demonstrate a sufficient connection to tourism will be ineligible.*

¹ Primary producers are defined as those that 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)

Separate businesses

Applicants who operate more than one eligible business, for example under a single ABN at separate locations, may apply for assistance for each eligible separate business up to the maximum amount of assistance available. An eligible separate business means a business that would be commercially viable and autonomous if the other separate businesses operated by the applicant ceased to operate. When determining an application on this basis, relevant considerations may include staffing arrangements, whether each business has its own plant, equipment or stock, the accounting and insurance arrangements, trading name, location or premise of business and the commercial viability and autonomy of each business.

Ineligible applicants

Applicants will not be eligible for grant assistance under the Program if the applicant has received, or has been approved to receive, financial assistance for the same costs from another government program or other assistance scheme, such as the STC Narelle Tourism Business Support Package.

Note, if an applicant has applied to another scheme (alternative application), the assessment of their application under this Program may be deferred until the outcome of the alternative application has been decided or withdrawn by the applicant.

Economic Loss Support Grant – Shire of Exmouth only

There are two (2) categories of grant assistance available.

Eligible businesses can apply for **one (1)** type of grant only.

An eligible business can claim up to \$20,000 for a reduction in economic turnover (15 per cent or greater) arising from the reduction in tourist visitation between 27 March and 10 April 2026, depending on the number of staff employed.

- Eligible businesses with up to four (4) full time equivalent employees will be eligible to receive up to \$10,000;
- All other eligible businesses (i.e. 5-199 full time equivalent employees) will be eligible to receive up to \$20,000.
- Business owners who take drawings rather than a wage are not considered employees. Business owners who are paid a salary/wage and superannuation contributions via the ATO's Single Touch Payroll, can be counted as an employee.

To support a claim, the following evidence may be required:

- Payroll history reports, copies of payslips or pay advice reports from the business' accounting software or the Annual Payroll Tax Reconciliation lodged with RevenueWA for the FY24-25;
- Business tax return statement for FY24-25 or Business Activity Statement (BAS) for the last four lodgement periods;
- Financial statements for the period 28 March 2026 up to and including 10 April 2026, compared to a consecutive two-week period between 27 December 2025 up to and including 27 March 2026;

- Bank statement (for the period 1 January – 30 April 2026), showing business transactions.

Clean-up, Repairs and Reinstatement Support Grant

There are two (2) categories of grant assistance available.

Eligible businesses can apply for **one (1)** type of grant only.

The Clean-up, Repairs and Reinstatement grant is available to eligible businesses in the local government areas of **Ashburton, Carnarvon, Exmouth, and Upper Gascoyne**. An eligible business can claim up to \$20,000 for reimbursement of costs incurred undertaking eligible clean-up, repair and reinstatement activities. To support a claim, the following evidence may be required:

- details of any insurance policy and claim/s, where relevant (note costs that have been covered by insurance are ineligible for reimbursement);
- rates notice or lease agreement;
- photographic evidence demonstrating the damage, and post clean-up condition (completion of works photos) associated with eligible activities, ideally metadata will be available (GPS location and date information);
- quotes, tax invoices or receipts for clean-up work or repair work undertaken or replacement equipment purchased. These must include the name of the supplier, their ABN, the date and location of goods or services supplied, and costs;
- full evidence of payment is required. Bank statements may be used in addition to the above documentation as evidence that payments have been made.

Eligible activities and costs - Clean-up, Repairs and Reinstatement grant

Eligible activities are activities associated with clean-up, repairs and reinstatement of premises and/or equipment and stock of eligible small and medium businesses, directly resulting from STC Narelle and associated flooding.

Eligible costs must be directly associated with eligible activities and may include:

- payment for trades people to conduct safety inspections of damage to a property, premises or equipment;
- hiring or leasing equipment and materials to undertake clean-up of property, premises or equipment;
- purchasing equipment and materials to undertake clean-up of property, premise or equipment where:
 - the equipment or materials are not ordinarily available for lease or hire (e.g. cleaning chemicals, gloves, buckets, brooms, mops, shovels or buckets); or
 - the equipment is, or the materials are, reasonably necessary for cleaning the property, premise or equipment and are not readily available for hire or lease.
- employing a person to clean a property, premise or equipment if:
 - the cost would not ordinarily have been incurred in the absence of the disaster;
 - or

- the cost exceeds the cost of employing a person to clean the property, premises or equipment that would ordinarily have been incurred in the absence of the disaster (in this instance, only the excess costs are eligible);
- carting away debris, damaged goods and material, including cost of disposal;
- repairing a building or repairing or replacing fittings in a building, if the repair or replacement is essential for resuming operations of the business (e.g. floor covering, electrical rewiring, shelving);
- leasing of temporary premises for the purpose of resuming operation of the business;
- replacement of lost or damaged stock, which is essential to the immediate resumption of operations;
- purchase or hire/lease costs for equipment or material essential to the immediate resumption of operations of the business, such as a generator;
- costs associated with insurance excess and insurance claim shortfall that are directly related to the eligible disaster.

These costs are examples only and are not intended to cover all circumstances.

Purchase of assets - Clean-up, Repairs and Reinstatement grant

The full cost of purchasing an asset directly necessary for and related to the delivery of eligible activities may be claimable, on the grounds that:

- Where an asset has a purchase value less than \$2,000 (ex GST), the grant recipient can claim the full cost of purchasing the asset where the asset is directly necessary for, and related to, the delivery of eligible activities.
- Where an asset has a purchase value greater than \$2,000 (ex GST), the grant recipient may purchase the asset where all the following conditions apply:
 - the asset is necessary for and directly related to the delivery of eligible activities; and
 - it can be demonstrated through a cost-benefit analysis that purchasing (instead of hiring or leasing) is the most fit for purpose and value for money option; and
 - the asset was not purchased prior to the disaster event, or after resumption of operations.

The grant recipient retains ownership of the asset after the term of the Program and is responsible for all associated liabilities associated with the asset.

Ineligible activities and costs - Clean-up, Repairs and Reinstatement grant

Ineligible activities are activities not associated with clean-up, reinstatement of premises and or equipment and stock, or where adequate evidence cannot be provided.

A business is not eligible for grant assistance under the Program for costs associated with:

- any costs not directly associated with eligible activities;
- duplication of existing initiatives/programs (i.e. activities that are approved to receive financial assistance from another government program or other assistance scheme);
- costs that have been covered by insurance are ineligible for reimbursement;

- own labour (including payment of existing staff salaries that would not have ordinarily been incurred and own equipment);
- legal costs;
- if the business is home based, applicants are only permitted to claim the costs of clean-up and reinstatement for damage to premises and items which are directly attributable to the business, not other household damage;
- upgrades or expansions to lease or rented property;
- purchase of land and/or buildings;
- alcohol, gift cards, and fuel cards;
- gifts and sponsorship;
- purchase of motor vehicles;
- wages, salaries, dividends, or any other payments to an eligible entity and/or other person(s) (e.g., director or co-owner of the business or sole trading enterprise);
- any operational costs associated with business-as-usual activities and would have ordinarily been incurred by the applicant.

These costs are examples only and are not intended to cover all circumstances.

Application requirements

Eligible applicants will apply for assistance through the SmartyGrants platform or in person via local government recovery hubs/offices, via outreach.

Applicants registered for GST must make a claim for reimbursement of costs exclusive of GST (i.e. cannot claim for GST amounts).

By submitting an application and by accepting any grant, the applicant is deemed to have agreed to comply with the application's terms and conditions.

The SBDC may request further information from an applicant to assist in assessing an application. Failure to provide the information may result in the application being refused.

Complete applications are assessed in order of receipt. Incomplete applications will not enter the assessment queue until all the required information is provided.

Reasonable evidence will be required to support applications, including:

- evidence that the applicant is an eligible applicant;
- evidence that the costs being claimed are eligible costs; and
- evidence of payment.

Applications for the Small and Medium Business Recovery Support Program will **close at 5:00pm (AWST), Monday, 14 December 2026.**

Incomplete or unsubmitted applications and/or applications received after the closing date and time will NOT be considered.

We strongly advise you commence your application well before the closing date and time and submit your application at least 24 to 48 hours ahead of the due date to prevent missing the deadline.

Before you begin your application

Please ensure you carefully review and thoroughly read the **Small and Medium Business Support Program Guidelines, Terms and Conditions** and the **Frequently Asked Questions** (FAQs) which are available on the Small Business Development Corporation's website <https://www.smallbusiness.wa.gov.au/narelle-recovery>.

Your application

All documents required under this program must be supplied as unredacted (full and complete) PDF copies.

Please read each section and complete each question as requested and ensure the **application form is completed in full** and all required information / documentation has been provided. If you do not provide all the information requested, we cannot progress your application.

When you submit your application form, you will receive an automated confirmation email with a copy of your submitted application attached. This will be sent to the email address that you used to register with SmartyGrants.

If you **do not receive a 'confirmation of submission' email, then your application has not been received**. Review the error message and ensure that all mandatory fields have been completed. You should then be able to successfully submit your application.

Incomplete or unsubmitted applications and/or applications received after the closing date and time will NOT be considered.

We strongly advise you commence your application well before the closing date and time and submit your application at least 24 to 48 hours ahead of the due date to prevent missing the deadline.

Applications for the Small and Medium Business Recovery Support Program will **close at 5:00pm (AWST), Monday, 14 December 2026**.

Program questions

For queries or questions in the form, please refer to the Program Guidelines or contact us at grants@smallbusiness.wa.gov.au.

SmartyGrants questions

If a technical error occurs, staff at SmartyGrants are available to help you. You can contact the team at SmartyGrants as follows:

- Call during business hours: (03) 9320 6888
(The SmartyGrants head office is located in Victoria which is two hours ahead of WA, i.e. 9:00am in WA is 11:00am in Victoria);
- Email: service@smartygrants.com.au.

Help is also available to guide you through this form - please download the [Help Guide for Applicants](#)

Frequently Asked Questions

When do applications close?

Applications close at **5.00pm (AWST) on Monday, 14 December 2026**.

Incomplete or unsubmitted applications and/or applications received after the closing date and time will NOT be considered.

We strongly advise you commence your application well before the closing date and time and submit your application at least 24 to 48 hours ahead of the due date to prevent missing the deadline.

Note: Recovery activities commenced after **14 December 2026** are not eligible for reimbursement.

How will I find out if my application is successful?

You will receive a notification in writing via email about the outcome of an application as soon as practical. However, it is expected that a large number of applications will be received in a very short period of time. The SBDC will be assessing and processing applications as soon as they are received. All efforts will be made to undertake due diligence and assessment in a timely manner. If eligible, payment will be made to your nominated business bank account as quickly as possible.

How long will it take to receive the money if I'm successful?

You should receive payment within five (5) business days after receipt of advice of a successful application.

What happens if I receive a grant, but it is later discovered that my business was ineligible?

The grant is awarded based on the information you provide in your application. The WA Government will conduct audits of this information and reserves the right to recover any payments that did not meet the eligibility criteria. If, when making an application for this grant you knowingly provide false or misleading information, create a document, impersonate a person or business with the intent to deceive the grant provider in order to obtain a benefit, this may constitute a fraud offence under the *Criminal Code Act 1913* and be subject to criminal penalties.

What is the maximum amount I can apply for under this grant program?

The Program provides grants of up to a maximum of \$20,000 to eligible small and medium businesses to assist with costs of eligible activities. There are two (2) categories of grant assistance available:

- **Clean-up, Repairs and Reinstatement Support Grant**

Individual grants of up to \$20,000 to assist with clean-up, repairs and reinstatement of business activities for businesses with significant damage and out of pocket repair expenses (including insurance excess), available to eligible businesses in the local government areas of Ashburton, Carnarvon, Exmouth, and Upper Gascoyne.

- **Economic Loss Support Grant (Shire of Exmouth only)**

Individual grants of \$10,000 or \$20,000 (depending on the number of employees) to assist with economic loss. These grants are only available to eligible businesses in the local government area of Exmouth that have been directly impacted by a loss of trade between 27 March and 10 April 2026 arising from the reduction in tourist visitation due to airport, road and accommodation closures.

Eligible businesses can apply for **one (1)** type of grant only, and, if required, multiple applications can be made up to the maximum grant amount available.

I have received a Tourism Business Support Package payment from Tourism WA, support payment, can I apply for this payment?

No. Businesses cannot claim this funding if you have already received assistance through the Tourism WA Business Support program.

How do I calculate the number of FTE for my business?

For example, if your full-time employee works 76-hours per fortnight* (based on 38 hours per week):

- 10 full-time employees = 10.0 FTE
- 4 part-time employees working 40 hours each per fortnight ($4 \times 40 = 160 \text{ hours} / 76$) = 2.1 FTE
- 2 casual employees averaging 30 hours each per fortnight ($2 \times 30 = 60 \text{ hours} / 76$) = 0.78 FTE
- **Total Business FTE:** 12.88 FTE per fortnight (even though the headcount is 16 people)

**fortnight = 14 days*

Business owners who take drawings rather than a wage are not considered employees. Business owners who are paid a salary/wage and superannuation contributions via the ATO's Single Touch Payroll, can be counted as an employee.

Payroll history reports, copies of payslips or pay advice reports from the business' accounting software or the Annual Payroll Tax Reconciliation lodged with Revenue WA for the FY24-25 will be required to support your FTE claim.

I have not undertaken clean-up or reinstatement activities at my business as yet, can I apply for this financial support so I can undertake these activities?

No, your claim must include evidence of damage sustained, clean-up AND reinstatement (completion of works).

I have already paid to have the clean-up and reinstatement activities completed at my business, but I did not get/have lost the invoice/receipt. Can I still apply?

No, we can only consider claims that are supported by documentation which clearly shows evidence of payment. This means:

- a) An invoice showing the full details of the goods and/or services provided, including the name, address and ABN (if applicable) of the supplier or contractor issuing the invoice. The goods and/or services described on each invoice must be clearly identifiable as

having been paid by the applicant and being related to damage from the cyclone.

AND

- b) Evidence of payment for these invoices. This could be an official receipt from suppliers or contractors or a copy of bank transfer(s) and/or bank statement(s) showing that payment has been made.

Can I apply if my business operates in Western Australia with a local base employing Western Australians, but the parent company is based interstate?

For the purposes of this Program, an Australian business with its head office based outside Western Australia may apply for its Western Australian operation, where that operation's assets and employees are located in one of the Shires outlined in the eligibility criteria, and it is operating as either an owner/operator (sole trader) or a proprietary limited company with employed staff located within the eligible regions, and has less than 200 FTE nationally.

I am renting my business premises, can my landlord claim too?

Yes, both you (as the tenant) and your landlord can make separate claims for the costs for which you have respective responsibility. In some cases, where the owner of the premises is not the owner of the business, both may be eligible to claim for assistance. For example, the building owner may be responsible for the restoration of building and shop fittings, while the business owner may be responsible for stock and equipment. In this case, each party should make their own claim.

Can I apply as a not-for-profit or charity organisation?

Non-profit organisations or charities that rely on grant funding or donations for more than 50 per cent of their income, or bodies corporate under the *Strata Titles Act 1985*, are not eligible for this grant program.

Can I apply if my business is providing short-term holiday accommodation (including Airbnb) or longer-term accommodation?

Yes, providing you are running this as a legitimate small business, with an ABN, and you meet all other grant eligibility. Privately-owned residences rented out for short stay accommodation (e.g. holiday homes, apartments), properties owned through a superannuation fund or personal investment, do not meet the criteria of a small business.

I have more than one business registered under the same ABN – can I apply for both?

To be eligible for assistance for separate businesses under a single ABN, applicants must be able to demonstrate:

- that each business claimed for under a single ABN is a bona-fide business that can continue to operate unencumbered, even if the other business under the ABN ceases trading, and
- where businesses under a single ABN are involved in upstream/downstream operations, each can function as a separate commercial operation as distinct from a number of branches of a single operation.

- the businesses were individually impacted and the claim relates to separate premises or plant and equipment.

I operate my business from home, can I apply?

Yes, if your business is home-based, you can only claim the costs of clean-up and reinstatement for damage to the premises and items which are directly attributable to the business, not other household damage.

Am I eligible to apply for a grant if I have made an insurance claim to cover the cost of activities associated with clean-up and reinstatement?

The grants are not intended to meet the costs for clean-up and reinstatement activities that can be claimed under your insurance policy.

However, you may be eligible to claim for these costs if they are **not** covered by your insurance or for amounts that are not fully covered by your insurance including your excess.

Will I have to pay tax on the grant?

These grants are assessable income. This is income that is assessed as part of your tax return and you will pay tax on.

For GST purposes, the SBDC regards the payment as not subject to GST as applicants will not be making any supply to GST in consideration for the funding

Further information from the Australian Tax Office can be accessed at: [Natural disaster support grants and deductions for business - ATO](#)

We recommend you seek your own independent advice about the tax implications of receiving this grant.

What can I use the funding for?

Grants are provided to help pay for the costs of the clean-up and reinstatement of small and medium businesses. This includes:

- payment for trades people to conduct safety inspections of damage to a property, premises or equipment;
- hiring or leasing equipment and materials to undertake clean-up of property, premises or equipment;
- purchasing equipment and materials to undertake clean-up of property, premise or equipment if the Delivery Agency is satisfied:
 - the equipment or materials are not ordinarily available for lease or hire (e.g. cleaning chemicals, gloves, buckets, brooms, mops, shovels or buckets); or
 - the equipment is, or the materials are, reasonably necessary for cleaning the property, premise or equipment and are not readily available for hire or lease;
- employing a person to clean a property, premise or equipment if:
 - the cost would not ordinarily have been incurred in the absence of the disaster;
 - or

- the cost exceeds the cost of employing a person to clean the property, premises or equipment that would ordinarily have been incurred in the absence of the disaster (in this instance, only the excess costs are eligible);
- carting away debris, damaged goods and material, including cost of disposal;
- repairing a building or repairing or replacing fittings in a building, if the repair or replacement is essential for resuming operations of the business (e.g. floor covering, electrical rewiring, shelving);
- leasing of temporary premises for the purpose of resuming operation of the business;
- replacement of lost or damaged stock, which is essential to the immediate resumption of operations;
- purchase or hire/lease costs for equipment or material essential to the immediate resumption of operations of the business, such as a generator;-
- costs associated with insurance excess and insurance claim shortfall that are directly related to the eligible disaster;-
- reduction in economic turnover.

These costs are examples only and are not intended to cover all circumstances.

What evidence will I need to provide to support my application?

Reasonable evidence will be required to support applications including:

- evidence that the applicant is an eligible applicant;
- evidence that the costs being claimed are eligible costs; and
- evidence of payment.

Examples of reasonable evidence includes (but is not limited to) unredacted copies of:

- Photographs – must clearly show damage to the property and have a brief explanation of what they are showing contained in the title or name. The photographs should where possible include the metadata (i.e. author, date created, date modified and file size) and date and location.
- Invoices – must include the name, address, date and ABN (if applicable) of the entity that has issued the invoice. The goods and services described on each invoice must be clearly identifiable and be paid by the applicant.
- Receipts – must include the name, address, date and ABN (if applicable) of the entity that issued the receipt and have a description of each item to which the receipt relates.
- Bank statement or bank transfer – bank statement(s) or transfer(s) must be provided to demonstrate payment along with official receipt(s) from suppliers or contractors.
- Payroll history reports, copies of payslips or pay advice reports from the business' accounting software or the Annual Payroll Tax Reconciliation lodged with RevenueWA for the FY24-25
- Business tax return statement for FY24-25 or Business Activity Statement (BAS) for the last four lodgement periods

- Financial statements for the period 28 March 2026 up to and including 10 April 2026, compared to a consecutive two-week period between 27 December 2025 up to and including 27 March 2026

What does unredacted copies mean?

In the context of applying for a grant; **unredacted copies** means a complete copy of the original version of information submitted in support of your application.

Can the funds be used to repair/replace business vehicles?

Yes, providing that they were essential for the immediate resumption of your business and not covered by your insurance policy.

Terms and Conditions

Government of Western Australia

WA Small and Medium Business Recovery Support Program - Severe Tropical Cyclone Narelle

Terms and Conditions

1. These Terms and Conditions and Their Administration

- 1.1. These Terms and Conditions apply to the Program.
- 1.2. By submitting its application, and again by accepting any Grant, the Applicant agrees to comply with these Terms and Conditions.
- 1.3. In consideration of the Applicant agreeing to comply with these Terms and Conditions, the State will, on and subject to these Terms and Conditions, receive and consider the Application.
- 1.4. SBDC is assisting the State with management of the Program and:
 - (a) any rights of the State under these Terms and Conditions may be exercised by or through SBDC;
 - (b) any thing or matter which may be done by the State in connection with the Program (including, without limitation, corresponding with an Applicant, undertaking assessment of an Application or undertaking an audit) may be done by the State through SBDC; and
 - (c) all representations, warranties, undertakings, consents, acknowledgments and agreements given by the Applicant in favour of the State are also given in favour of SBDC.

Anything or matter which may be done by the State or by SBDC may be done by an authorised officer of the State or of SBDC (as the case may be).

2. The State's Rights

- 2.1. The State reserves the right for any reason, at any time and from time to time, to (in whole or in part) cancel the Program or to (in whole or in part) vary, supplement, supersede or replace the Program, the Program Guidelines or these Terms and Conditions.
- 2.2. If the State exercises its rights under clause 2.1, then:
 - (a) the State will advise each affected Applicant that it has done so; and
 - (b) the Applicant will not have any recourse against any State Party whatsoever including, without limitation, with respect to claims for any costs or expenses incurred by the Applicant in applying for a Grant through the Program.
- 2.3. The State is under no obligation to approve any Application for provision of a Grant and may reject any Application at the State's absolute discretion, including without limitation:
 - (a) if an Applicant fails to satisfy the Eligibility Criteria for the Program either at the time of making the Application or at the time of payment of the Grant, or its Application fails to comply with the requirements of the Program; or

- (b) if an Application is incomplete or contains information or representations that are false, misleading, or deceptive; or
 - (c) if the State decides to cancel the Program, or exercise any other right referred to in clause 2.1.
- 2.4. After an Application is received, the State may request additional information in any form from the Applicant in relation to the content of its Application for the purpose of clarifying or assessing the Application. The Applicant must comply with such a request within 10 working days of the date on which the request is made, or prior to the Application Closing Time, whichever is sooner.
- 2.5. At any time during the Audit Period, the State may, at its absolute discretion:
- (a) conduct random or specific audits of or in respect of any or all of the information provided by the Applicant, and in doing so the State may, without limitation:
 - i. exercise its rights under clause 8; or
 - ii. contact an Affected Business Participant or other third party including but not limited to the issuer of any information provided by the Applicant, the official record holder of any information by the Applicant, or other third party system; or
 - iii. contact an Affected Business Participant or other third party for purposed including but not limited to identity validation (including to request motor vehicle licence information);
 - (b) consider any information in any form which is provided to the State by a third party or which otherwise comes to the knowledge of the State, notwithstanding how that information is provided or otherwise comes to the knowledge of the State; and
 - (c) request additional information from the Applicant if the State reasonably believes that any of the information provided, or a representation made, by the Applicant may be incomplete, false, misleading or deceptive,
- and if the State determines in its absolute discretion that:
- (d) the Applicant did not at the time of making of the Application, or at the time of payment of a Grant, satisfy the Eligibility Criteria for a Grant under the Program;
 - (e) there is insufficient evidence to verify that the Applicant satisfied the Eligibility Criteria for a Grant under the Program at the time of making of the Application or at the time of payment of a Grant; or
 - (f) the Applicant made or provided any incomplete, false, misleading or deceptive representation or information.
- The State may in writing require the Applicant to repay any Grant or part thereof paid to the Applicant within 20 working days and the Applicant must pay to the State that required amount together with all costs incurred by the State arising from, or in connection with, recovery of that required amount. The obligation for an Applicant to repay a required amount to the State represents a debt due and payable by the Applicant to the State.
- 2.6. The State may, at its absolute discretion, enter into an alternative payment arrangement with an Applicant to the State's reasonable satisfaction for the repayment of any debt due and payable under clause 2.5.
- 2.7. If the Applicant receives a Grant, the Applicant must, for the duration of the Audit Period, retain records to verify that it satisfied the Eligibility Criteria for the Grant under the Program at the time of making of the Application and at the time of payment of the Grant.

- 2.8. To the fullest extent permitted by law, all implied terms and conditions are excluded from these Terms and Conditions.

3. Application and the Applicant

- 3.1. In order for its Application to be assessed by the State, the Applicant must submit a complete Application electronically through the SBDC Website on or before the Application Closing Time.
- 3.2. Receipt of the Application will be determined by the date and time shown that the complete Application is electronically submitted.
- 3.3. Lodgement of electronic files may take time and the Applicant must make its own assessment of the time required for full transmission of their Application.
- 3.4. If the electronic copy of the Application contains a virus then, notwithstanding any disclaimer made by the Applicant in respect of viruses, the Applicant must pay to SBDC all costs incurred by SBDC arising from, or in connection with, the virus.
- 3.5. No State Party will be responsible in any way for any loss, damage or corruption of the electronic copy of the Application.
- 3.6. If the electronic copy of the Application becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the State or SBDC may request the Applicant to provide another copy of the Application either electronically or in hard copy or both. If the State or SBDC requests the provision of another copy of the Application, then the Applicant must:
 - (a) provide the copy in the form or forms requested within the period specified by the State or SBDC (as the case may be); and
 - (b) warrant that the copy is a true copy of the Application which was electronically submitted by the Applicant and that no changes to the Application have been made after the initial attempted electronic submission.
- 3.7. The Applicant must inform SBDC of any changes in the status or circumstances of the Application between the time of its submission and its assessment, by email to grants@smallbusiness.wa.gov.au or as otherwise specified in the Program Guidelines.
- 3.8. In submitting an Application, the Applicant warrants and represents to the State that all information and representations (in whatever form) given to a State Party under, as part of or in connection with the Program or the Application are true and correct, complete and up-to-date, and in no way false, misleading or deceptive.
- 3.9. Where the Applicant consists of more than one person, a representation or warranty given by, and the obligations and liabilities of, the Applicant under these Terms and Conditions apply to and bind each of those persons jointly and severally.
- 3.10. All communications by or on behalf of the Applicant with the State and SBDC are to be provided by the Nominated Applicant and a communication by or on behalf of the State or SBDC with the Nominated Applicant is deemed to be a communication with all persons constituting the Applicant.

4. Assessment

- 4.1. The State will assess each Application which is received before the Application Closing Time against the Eligibility Criteria identified in the Program Guidelines and make an assessment as to whether:
 - (a) to request further information or supporting evidence of any matter;

- (b) to offer a Grant to the Applicant (and if so, the State will determine the amount and timing of that Grant); or
 - (c) to reject the Application.
- 4.2. During the assessment process, the State will review the Application and supporting documents provided by the Applicant to determine whether on the face of it they are complete, correct and accurate. No State Party accepts any responsibility for ensuring that the Application and supporting documents provided by the Applicant are complete, correct and accurate and no State Party is obliged to request further information.
- 4.3. The State reserves the right to re-assess or revoke the offer of a Grant at any time if the State reasonably considers that the Application and supporting documents provided by the Applicant are not complete, correct or accurate.
- 4.4. Without limiting clauses 2.3, 2.5, 4.1 or 4.3, the State reserves the right, at its discretion, to offer a Grant to an Applicant even if the Applicant does not satisfy one or more Eligibility Criteria for a Grant under the Program. The State may request additional information from an Applicant in connection with exercising this right. In the event that the State offers a Grant to an Applicant in these circumstances, only those Eligibility Criteria for the Program which are satisfied by the Applicant will for the purposes of clause 2.5(d), 2.5(e), and 2.5(f) be the Eligibility Criteria which apply to any Grant subsequently paid to the Applicant.

5. Withdrawal of Application

- 5.1 The Applicant may withdraw its Application at any time by email to grants@smallbusiness.wa.gov.au.

6. Disclosure of Information

- 6.1. The Applicant warrants that all relevant third parties have consented to the disclosure of information relating to them in respect of the Application.
- 6.2. The Applicant agrees and acknowledges by submitting its Application that the State and SBDC may disclose the Application and any information or document provided by the Applicant in relation to the Application as deemed necessary or desirable by the State or SBDC, including without limitation:
- (a) to the extent necessary to assess and verify the matters represented in the Application, including disclosing to any government agency;
 - (b) pursuant to the requirements of any law, including the *Freedom of Information Act 1992* (WA);
 - (c) under a court order; or
 - (d) upon request by a Minister, Parliament or any committee of Parliament or by way of the Minister responsible for the Program or SBDC disclosing to Parliament as deemed necessary or desirable by the Minister.
- 6.3. The Applicant agrees and acknowledges that the powers and responsibilities of the Auditor General for the State of Western Australia under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not affected in any way by the Application or these Terms and Conditions.

- 6.4. The Applicant, for the purpose of the State determining eligibility of the Applicant for a Grant under the Program, conducting an audit or otherwise exercising the State's rights or functions in connection with the Program, consents to the Western Australian Commissioner of State Revenue or their delegate(s) disclosing its tax information in connection with the Applicant's liability for or other status in connection with pay roll tax upon request to the State in accordance with the *Taxation Administration Act 2003 (WA)* and for the purposes of section 114(2)(c) of that Act, the Applicant authorises each person subject to a duty of confidentiality under section 114 of that Act to so disclose information and material in respect of its tax information as contemplated by this clause.
- 6.5. By submitting an Application, the Applicant releases each State Party from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Application, or any other information or document, confidential or otherwise, submitted in respect of its Application, under this clause.

7. Review

- 7.1. Where an Applicant is dissatisfied with a decision to reject an Application, the Applicant can, no later than 30 days after the decision to reject is notified to the Applicant, apply for review of that decision to the Small Business Commissioner by email to grants@smallbusiness.wa.gov.au. In requesting a review the applicant is required to provide information supporting why they believe the decision to refuse their application is incorrect. In the event of such a review, the review will be undertaken by an Officer independent of the original decision maker.
- 7.2. The State may, but will not be obliged to, consider a recommendation of the Small Business Commissioner referred to in clause 7.1. A decision of the Small Business Commissioner will be final and binding on the Applicant.

8. Audit

- 8.1. Without limiting clause 2.5, the State reserves the right to audit any matter or thing relating to the Application or a Grant at any time during the Audit Period. This right includes without limitation the right to contact any Affected Business Participant directly to seek information and the right to require any record or information from the Applicant relating to the Application or a Grant.
- 8.2. The Applicant must allow all persons who are nominated by the State to conduct an audit under these Terms and Conditions to:
- (a) have full access to all records and premises in the control or possession of the Applicant for the purpose of carrying out the audit; and
 - (b) make and take copies of any record in the control or possession of the Applicant relating in any way to the Application or the Grant,
- and the Applicant must provide all reasonable assistance to those persons while they are conducting an audit.
- 8.3. Notwithstanding any non-statutory obligation of confidence owed by an Affected Business Participant to the Applicant, the Applicant authorises each Affected Business Participant to disclose to the State or SBDC, upon request by the State or SBDC for the purposes of audit in connection with the Application or a Grant, any information in connection with the Applicant, the Application, or the relevant Affected Business.

9. Intellectual Property

The Applicant consents to the reproduction of the Application and any information or document submitted in respect of the Application for the purposes of administration of the Program, and represents that it has obtained all copyright and intellectual property permissions as required to do so (if any).

10. No Bribe, Inducement or Offer of Employment

- 10.1. The Applicant must not directly or indirectly approach or communicate with any officer or employee of the State or SBDC having any connection or involvement with the Program, with respect to an offer of employment or availability of employment with the Applicant or any related entity.
- 10.2. The Applicant must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of the State or SBDC in connection with the Program.

11. Laws

- 11.1. These Terms and Conditions are governed by the laws of Western Australia.
- 11.2. Each Applicant must comply with all laws in respect of their Application and the Program.

12. Exclusion of Liability

To the extent permitted by law, the Applicant:

- (a) will have no right of recovery against any State Party in respect of any matter or thing in relation to the Program, including without limitation, any aspect of the assessment or review of the Application or the disclosure of its Application and information or documents; and
- (b) releases each State Party from all liability for any loss, injury, damage, liability, costs or expense arising in connection with any matter or thing in relation to the Program.

13. Severability

- 13.1. Any provision of, or the application of any provision of, these Terms and Conditions which is illegal, void or unenforceable, is ineffective to the extent of the illegality, voidance or unenforceability.
- 13.2. If any part of these Terms and Conditions is or becomes illegal, void or unenforceable, that part is or will be severed from these Terms and Conditions so that all parts that are not, or do not become, illegal, void or unenforceable remain in full force and effect and are unaffected by that severance.

14. Definitions

In these Terms and Conditions:

Affected Business means the business in respect of which the Application is made.

Affected Business Participant means a person other than the Applicant involved in directing the conduct, or undertaking administration or operation, of the Affected Business.

Applicant means the party applying for a Grant under the Program pursuant to the relevant Application and includes the party after a Grant has been made to the party.

Application means an application for a Grant under the Program, including one of multiple applications in relation to one Applicant.

Application Closing Time means **5.00 pm (AWST) on Monday, 14 December 2026:**

Audit includes investigate, examine, inspect and review.

Audit Period means, for an Applicant, the period commencing on the date on which its Application is received in accordance with clause 3.2 and ending:

- (a) where a Grant is paid to the Applicant, on the day which is 12 months after the date on which the Grant is paid; and
- (b) where its Application is rejected, on the day which is 3 months after the date on which the Applicant is notified that its Application is rejected.

Eligibility Criteria means the criteria described in the Program Guidelines.

Grant means a financial assistance payment which is available, payable or paid (as the case may be) in response to a successful Application under the Program.

Nominated Applicant means the person named as the nominated applicant or the primary contact person in the Application.

Record means a record or information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials, however such records and information are held, stored or recorded.

SBDC means the Small Business Development Corporation established under the *Small Business Development Corporation Act 1983 (WA)*.

Program mean the financial assistance program jointly funded by the Australian Government and the Government of Western Australia to small and medium businesses relevantly impacted by "Severe Tropical Cyclone Narelle and associated flooding entitled the "Small and Medium Business Recovery Support Program ", and associated processes, and requirements and benefits described in both the Program Guidelines and these Terms and Conditions.

Program Guidelines means the document entitled "Severe Tropical Cyclone Narelle Small and Medium Business Recovery Program - Program Guidelines, FAQs and Terms and Conditions."

Small Business Commissioner means the Small Business Commissioner appointed under the *Small Business Development Corporation Act 1983 (WA)*.

State means the State of Western Australia acting through the SBDC, the Department of Fire and Emergency Services, or any other government agency.

State Party means the State and each of their respective officers and employees.

Terms and Conditions means these terms and conditions.