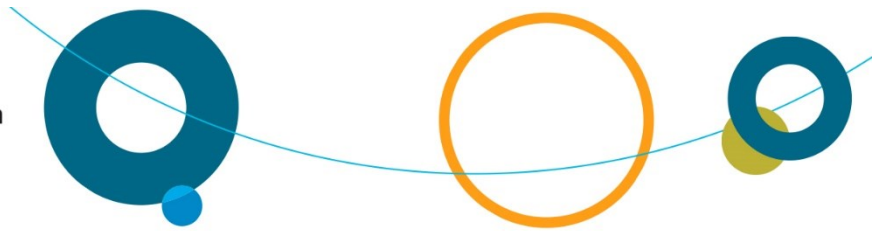




**Small Business
Development Corporation**



Tropical Cyclone Seroja Small Business Recovery Grants

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

11 October 2022

D22/8679
OCT22/002

Program Guidelines

About the grants

Reimbursement grants of up to \$25,000 are available to help eligible small businesses directly impacted by Tropical Cyclone Seroja cover cyclone-related clean-up and reinstatement costs for their business.

The **Disaster Recovery Funding Arrangements WA - Small Business Recovery Grant**, jointly funded by the Commonwealth and State under the Disaster Recovery Funding Arrangements, provides financial support to eligible small businesses located within the 16 local government areas impacted by Cyclone Seroja, to assist with the costs of cleaning up cyclone-related debris and resuming operations.

The reimbursement grants will assist small businesses to continue or recommence operations as soon as possible. The grants are not intended to meet costs that can be claimed under insurance, or replace income lost as a result of the disaster.

Eligibility criteria

Small businesses intending to apply should meet the eligibility criteria below:

- You are a small business with fewer than 20 full-time employees.
- You have a valid and active Australian Business Number (ABN).
- You were conducting business prior to Severe Tropical Cyclone Seroja (up to and including 11 April 2021).
- You suffered direct damage to your business premises and/or tools of trade.
- You are primarily responsible for the cost of repair or replacement of premises or equipment.
- You intend to re-establish your business in the same area.
- If you are a sole trader, you derived the majority of your income from the business before the disaster.
- Your business is located in one of the following local government areas:
 - City of Greater Geraldton
 - Shire of Carnamah
 - Shire of Carnarvon
 - Shire of Chapman Valley
 - Shire of Coorow
 - Shire of Dalwallinu
 - Shire of Dandaragan
 - Shire of Irwin
 - Shire of Koorda
 - Shire of Mingenew
 - Shire of Morawa
 - Shire of Mount Marshall
 - Shire of Northampton
 - Shire of Perenjori
 - Shire of Shark Bay
 - Shire of Three Springs

In some cases, the owner of the premises is not the owner of the business and both may wish to claim 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.

Purpose of the grants

Grants must be used for clean-up and reinstatement activities, including:

- equipment and materials to undertake clean-up
- carting away damaged goods and material, including cost of disposal
- payment for trades people to conduct safety inspections
- essential repairs to premises and internal fittings (e.g. floor covering, electrical rewiring, shelving)
- purchase or hire/lease costs for equipment essential to the immediate resumption of operations
- additional labour costs (above and beyond normal wage expenditure)
- leasing of temporary premises, and
- replacement of stock which is essential to the immediate resumption of operations.

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.

The Disaster Recovery Funding Arrangements WA - Small Business Recovery Grant is jointly funded through the Commonwealth-State Disaster Recovery Funding Arrangements.

Preparing for your application

Prepare for your application by gathering the following information and documents. Documents can be provided in PDF, JPG or PNG formats, but not as printed copies.

Your businesses Australian Business Number (ABN)

You'll find this on any letter the government has sent to your business, or use the [ABN Lookup tool](#). You do not need to provide supporting evidence, simply quote this number.

Confirmation you are the owner-occupier of your business premises

A copy of your rates assessment.

Evidence that your business was actively operating before 11 April 2021

Electronic copies of one of the following: Business tax return statement for FY20-21; Business Activity Statement (BAS) for either January – March or April – June 2021 quarters; Profit and loss statement for April 2021 (from an accountant or your accounting software, such as MYOB or Xero); Bank statement (from a period between 1 January 2021 and 11 April 2021), showing business transactions.

A list of links to your business social media accounts could also help support your application.

If you are a sole trader, confirmation that at least 50 per cent of your income comes from your business

Electronic copies of one of the following: Tax return statement for FY20-21; Bank statement (from a period between 1 January 2021 and 11 April 2021) showing business transactions.

A list of all the eligible out-of-pocket clean-up and reinstatement costs you have incurred

- Details of any damage, including photographs if possible.
- Quotes, invoices or receipts for clean-up work or repair work undertaken or replacement equipment purchased. (These must be official documents clearly showing the name of the supplier, their ABN, plus date and details of work/items provided and costs.)
 - Bank statements may be used in addition to this documentation as evidence that payments have been made.
- Details of any proportion of these costs that have been covered by your insurer (ineligible for reimbursement).

Details of your insurer

Name of your insurance company, your policy number and itemised statements of payments made for damage.

Details of previous government grants related to Tropical Cyclone Seroja support that you have applied for

You will be asked if you have previously applied for one of these grants (no evidence is required).

Frequently Asked Questions

Eligibility Criteria

I haven't undertaken the clean up or reinstatement activities at my business as yet, can I apply for this financial support so I can undertake these activities?

Yes. You can claim up to \$15,000 supported with invoices, receipts and quotes through an initial application. If you provide a quote and are approved for funding, you will need to agree to provide evidence that you have completed the activities and the supplier has been paid in full within 12 months (or until 30 June 2023, whichever comes first). Quotes must be from legitimate suppliers and include their business name, ABN, details of the goods/services to be provided and the anticipated costs.

A subsequent claim for more funding (up to a maximum of \$10,000) must be supported by invoices and receipts only, not quotes. This amount can only be applied for once evidence has been provided to prove that quotes in the initial claim have been paid in full.

I've already paid to have the clean-up and reinstatement activities at my business done, but I didn't 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 full details of the goods or services provided, including the name, address and ABN (if applicable) of the supplier or contractor issuing the invoice. The goods and 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 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. Properties owned through a superannuation fund or personal investment do not meet the criteria of small business.

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.

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

No, not-for-profits, charities or bodies corporate under the *Strata Titles Act 1985* are not eligible for this grant program.

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 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.

How do I calculate if my business has fewer than 20 employees?

Under the Disaster Recovery Funding Arrangements, a small business is defined as;

“a business, other than a farm enterprise, which employs fewer than 20 full-time equivalent staff. That is, the sum total of all standard working hours worked by all employees (whether full-time or part-time) is less than the number of standard hours which would be worked by 20 full-time employees as defined by the Australian Bureau of Statistics.”

Funding

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

The maximum Small Business Recovery Grant amount is \$25,000 inclusive of GST.

Grant applications up to the maximum amount can be made in one claim. In this case, applicants must provide evidence upon application that the amount you are claiming has already been paid in full by you.

If required, multiple applications can be made up to the maximum grant amount available under the Program. In these circumstances the following applies:

- An **initial amount of up to \$15,000** is available (an **initial claim**). To support an initial claim, evidence of the direct damage such as photographs, quotations, invoices and official receipts are required.
- A **subsequent amount of up to \$10,000** is available (a **subsequent claim**). To support subsequent claims, full evidence of payment is required. This evidence must also be provided for any amounts claimed under the initial claim if evidence of full payment has not already been provided.

Where an applicant is approved for funding under \$15,000 on the supply of a quote, they must agree to provide sufficient evidence of full payment within 12 months of receiving the grant.

Will I have to pay tax on the grant?

The Federal Government has defined these grants as non-assessable, non-exempt income. This is income that is not assessed as part of your tax return and you do not pay tax on.

Further information on non-assessable non-exempt income from the Australian Tax Office can be accessed at: <https://www.ato.gov.au/Individuals/Income-and-deductions/Income-you-must-declare/Amounts-you-do-not-include-as-income/#NonAssessNonExemptIncome>

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 businesses. This includes:

- equipment and materials to undertake clean-up
- carting away damaged goods and material, including cost of disposal
- payment for trades people to conduct safety inspections
- essential repairs to premises and internal fittings (e.g. floor covering, electrical rewiring, shelving)
- purchase or hire/lease costs for equipment essential to the immediate resumption of operations
- additional labour costs (above and beyond normal wage expenditure)
- leasing of temporary premises, and
- replacement of stock which is essential to the immediate resumption of operations.

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

- Photographs – must clearly show damage to the property and have a brief explanation of what they are showing contained in the title or name.
- 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.
- Quotes – must include the name, address, date and ABN (if applicable) of the entity that has quoted, including a description of each item included in the quote.
- 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.

Can I claim loss of income under this grant?

No, you are unable to claim loss of income under this grant.

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.

Application Processing

When do applications close?

Applications close at 5pm (AWST) on 30 June 2023

Note: Recovery activities after 30 June 2023 are not eligible for reimbursement.

How will I find out if my application is successful?

All applicants will be notified in writing via email of the outcome of an application as soon as practical.

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

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

How do I upload evidence in support of my application?

You may already have these documents on your computer or smart device. If not, take a photo with your smartphone or scan them. If you don't have a scanner, ask for help at your local library or community resource centre, or download one of the many free scanner apps available to your smartphone. (Adobe Scan and Genius Scan are both free and easy to use.) We will accept documents in PDF, JPG or PNG formats, but not as hard (printed) copies.

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 guidelines. 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.

Terms and Conditions

Government of Western Australia

Severe Tropical Cyclone Seroja Small Business Recovery Grants Program –

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.

Any thing 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

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. The Small Business Commissioner may, after review, make a recommendation to the Director General of DPIRD with respect to the Application, but will not be obliged to do so.

- 7.2. The State acting through the Director General of DPIRD 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 Director General of DPIRD 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, avoidance 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:

- (a) In relation to an Application made within the 2021-2022 year, 5.00 pm (AWST) on 30 June 2022; and
- (b) In relation to an Application made within the 2022-2023 year, 5.00 pm (AWST) on 30 June 2023.

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.

DPIRD means the Department of Primary Industries and Regional Development.

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 means the financial assistance program jointly funded by the Australian Government and the Government of Western Australia to small businesses relevantly impacted by the Severe Tropical Cyclone Seroja in April 2021, entitled the "Severe Tropical Cyclone Seroja Small Business Recovery Grants 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 "Program Guidelines, FAQs and Terms and Conditions – Severe Tropical Cyclone Seroja Small Business Recovery Grants Program."

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 DPIRD, 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.